

**CONTRACT AMENDMENT NO. 4
TO
PUBLIC HOUSING & SECTION 8
ADMINISTRATION SOFTWARE CONTRACT**

THIS AMENDMENT NO. 4 TO CONTRACT is made and entered into this 23rd day of November, 2020, by and between the Los Angeles County Development Authority, hereinafter referred to as "LACDA" and Yardi Systems, Inc., hereinafter referred to as "Contractor". The LACDA and Contractor are collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the Housing Authority of the County of Los Angeles (Housing Authority) and the Contractor entered into an original Contract on August 1, 2018, to provide Public Housing and Section 8 Administration Software (Housing System) Solution to the Housing Authority ("Contract") on an as-needed basis for a five (5) year contract and a total amount of compensation not to exceed \$1,250,000.00;

WHEREAS, on July 17, 2018, the Board of Housing Commissioners approved the Executive Director to amend the Contract as necessary;

WHEREAS, on November 19, 2018, the Parties executed Amendment No. 1 to increase the total compensation and update certain terms and conditions to the Contract;

WHEREAS, on May 16, 2019, the Housing Authority dissolved and merged with the Community Development Commission of the County of Los Angeles ("Commission") and the Commission changed its name to Los Angeles County Development Authority;

WHEREAS, on May 31, 2019, the Parties executed Amendment No. 2 to amend the total compensation increase and update certain terms and conditions to the Contract,

WHEREAS, on September 16, 2019, the Parties executed Amendment No. 3 to amend the Schedule A (Fee Schedule) of Exhibit B (Pricing Schedule) of the Contract to add extended LACDA's temporary licenses to access and use the self-hosted copy of the Voyager 6.08 software, with no additional fee during this term;

WHEREAS, the Parties wish to amend said Contract to extend in the third through fifth year the purchase of additional licenses and services for Yardi RENTCafé Affordable portals package v1, includes PHA Online Applications, Applicant Portal, Resident Portal, Online Certifications and the implementation services for additional support hours, and to increase the compensation using Board approved and Coronavirus Aid Relief, and Economic Security (CARES) Act funds by a total of \$747,444.45, increase year three (3) by \$211,780.00, year four (4) \$189,051.20 and year five (5) \$196,613.25, and \$150,000 for additional units, software and/or services as needed ;

WHEREAS, the Parties wish to amend said Contract, Statement of Work and Fee Schedule revision; and

WHEREAS, it is the intent of the Parties hereto to amend the Contract to update certain terms and conditions to the Contract, and to provide for other changes set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the Parties hereto agree that said Contract be amended as follows:

1. Section 4, Compensation is amended to read as follows:

The total amount of compensation under this Contract shall not exceed Two Million One Hundred Six Thousand Two Hundred Eighty-Eight and 45/100 Dollars (\$2,106,288.45), which shall include all related expenses (Contract Sum).

2. Exhibit A, Statement of Work, is amended to read as follows and attached here to as Exhibit A-1, Amendment #4:

- Update Exhibit A, Statement of Work, as Exhibit A-1, Amendment #4 to add Yardi RENTCafé portal licensing and services requirements.

3. Exhibit B, Pricing Schedule and Schedule A - Fee Schedule, is amended to read as follows and attached here to as Exhibit B-1, Amendment #4:

- Update the Exhibit B-1, Amendment #4 to add Yardi RENTCafé portal fees with annual fees, one-time fees, and pool dollars for additional units, software and/or services as needed;

4. Exhibit B, Pricing Schedule and Schedule C – Additional Terms, is amended to read as follows and attached here to as Exhibit B-2 Amendment #4:

- Update to clarify that RENTCafé is included with the Voyager PHA Property Management product referenced in Schedule C, Product Terms 1a
- Include Yardi Addendum for Contract by and between Los Angeles County Development Authority and Yardi Systems, Inc. for Public Housing & Section 8 Administration Software.

5. All other terms and conditions in the Contract shall remain the same and in full force and effect.

[Signature on the following page]

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SIGNATURES

IN WITNESS, WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Amendment No. 4 as of the date first above written.

CONTRACTOR: YARDI SYSTEMS, INC.

By Michael Remorenko
Michael Remorenko
Director, Sales

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By Emilio Salas
Emilio Salas
Acting Executive Director

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
Acting County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By Behnaz Tashakorian
Behnaz Tashakorian
Principal Deputy County Counsel

By Becky Yee
Becky Yee
Acting Administrative Services
Director

**EXHIBIT A-1
STATEMENT OF WORK
FOR PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE
Amendment #4
(Revised MM/DD/2020)**

The Contract by and between the Los Angeles County Development Authority and Yardi Systems, Inc. for Public Housing & Section 8 Administration Software is updated to amend and add to original Statement of Work, Exhibit A, and to add Section 3.9 Yardi RENTCafé, 3.10 through 3.12 as follows.

3.9

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**PRICING SCHEDULE
FOR PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE
Amendment #4
(Revised 11/23/2020)**

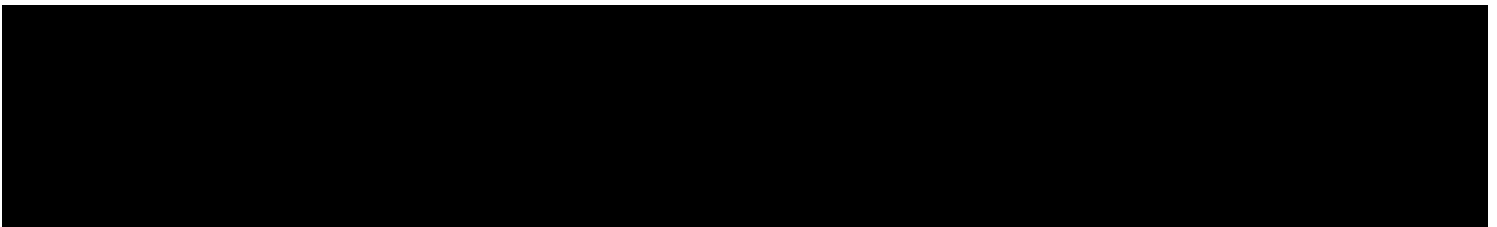
Update the original contract for additional RENTCafé Affordable portals package v1, which includes PHA Online Applications, Applicant Portal, Resident Portal, Online Certifications the implementation services for additional support hours, and additional units as needed, as referenced in Section 4 of this Pricing Schedule.

Section 1: Original Contract Fee Schedule

The Contractor shall provide Public Housing & Section 8 Administration Software services as stated in Exhibit A, Statement of Work. The Contractor shall be paid in accordance with the below table fee schedule. The following is the Contractor’s provided yearly maintenance, technical support and software license fee cost, referenced in Exhibit A

| Original Contracted Units | 26,299 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------|--------|--------|--------|--------|--------|--------|
| Software License | | | | | | |
| Yardi Cloud | | | | | | |
| ACH | | | | | | |
| Professional Services | | | | | | |
| Training | | | | | | |
| Travel/Related Expenses | | | | | | |
| Total Contract | | | | | | |

Section 2: Amendment #2 for Additional Units



| Additional Units | 3,176 | 9-Months Year 1 | Year 2 - *2.5% | Year 3 - *3% | Year 4 - *3% | Year 5 - *3% |
|--------------------------------------|-------|-----------------|----------------|--------------|--------------|--------------|
| Yardi Additional Units Grandfathered | | | | | | |

| | | | | | | |
|---|--|--|--|--|--|--|
| Yardi <i>Split</i> Units | | | | | | |
| Total LACDA (HACoLA) <i>Split & Buffer</i> Additional Units** | | | | | | |
| Total Contracted Units after Amendment | | | | | | |
| Total Contract Compensation (Amendment #2) | | | | | | |

Section 3: Amendment #3 for No Additional Fee

Amendment #3 amended the Schedule A (Fee Schedule) of Exhibit B (Pricing Schedule) of the Contract to add extended LACDA's temporary licenses to access and use the self-hosted copy of the Voyager 6.08 software, with no additional fee during this term;

Section 4: Amendment #4 for Additional RENTCafé Affordable Portals Package

| Additional Portal | RENTCafé | Year 1 | Year 2 | Year 3 | Year 4* + 4% CPI | Year 5* + 4% CPI |
|---|-----------|--------|--------|--------|------------------|------------------|
| | | | | | | |
| Additional Units/Software/Services *** | As Needed | | | | | |
| Total Contract Compensation Increase (Amendment #4) | | | | | | |
| Original Board Approval | | | | | | |
| Revised Contract Total | | | | | | |



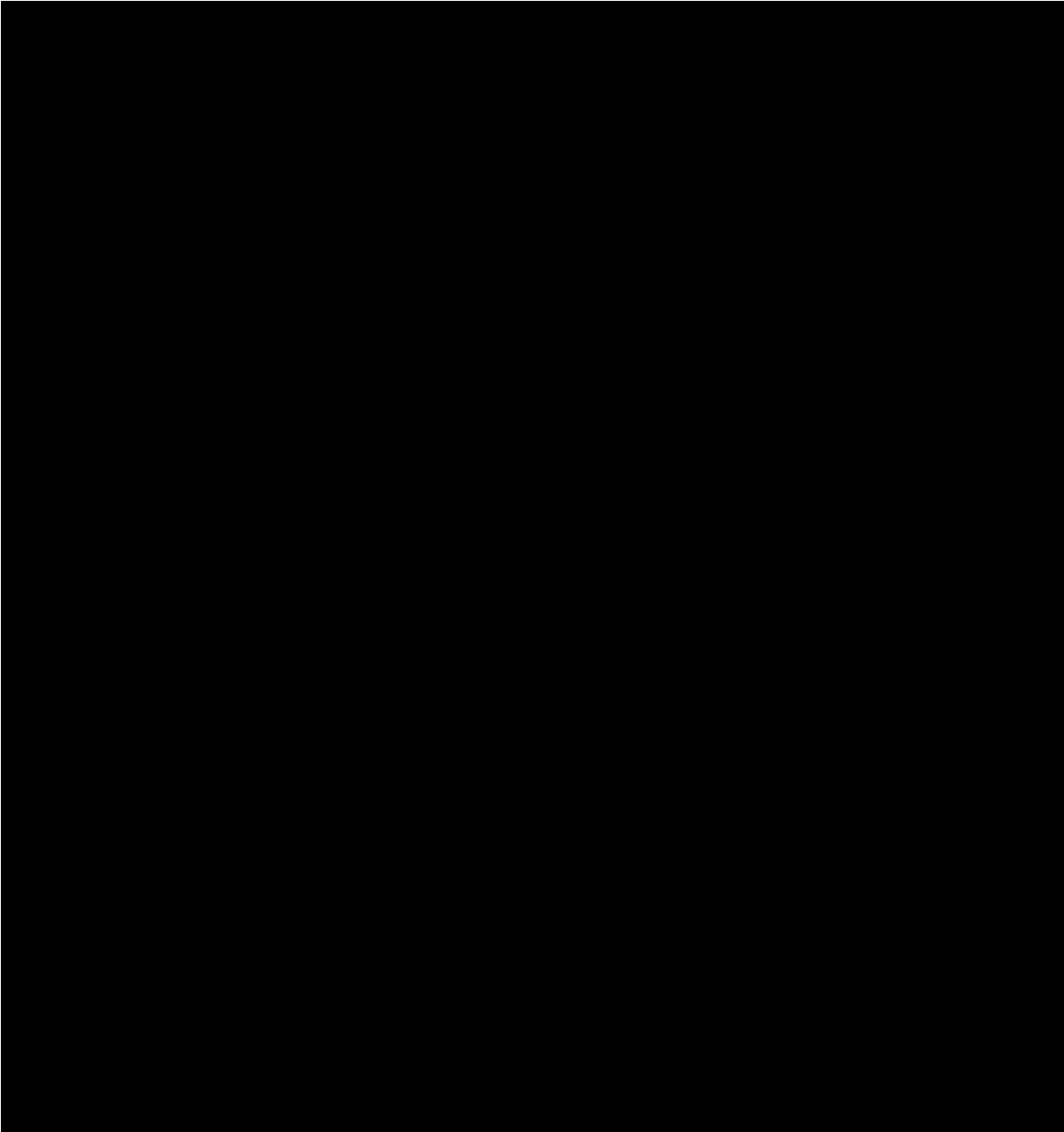
This Exhibit B-1a, Addendum to SAAS Subscription Agreement includes the following schedules:

- A – Subscription Agreement
- B – Exhibit 1 – Current License Count

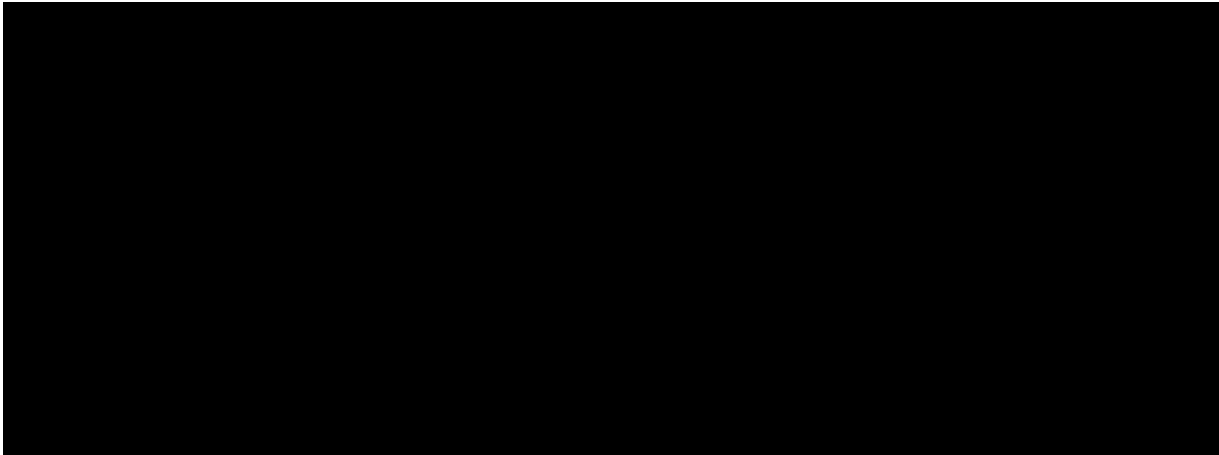
Exhibit B-1a

This Exhibit B-1a, Addendum to SAAS Subscription Agreement includes the following schedules:

- A – Subscription Agreement
- B – Exhibit 1 – Current License Count



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