

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1    FOURTH AMENDMENT TO AGREEMENT NO. 35877

2    **35877**

3    THIS FOURTH AMENDMENT TO AGREEMENT NO. 35877 is made and  
4 entered, in duplicate, as of February 3, 2023, for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting on May  
6 24, 2022, by and between YARDI SYSTEMS, INC., a California corporation ("Contractor"),  
7 with a place of business at 430 South Fairview Avenue, Goleta, California 93117, and the  
8 CITY OF LONG BEACH, a municipal corporation ("City").

9    WHEREAS, City and Contractor (the "Parties") entered into Agreement No.  
10 35877 (the "Agreement") whereby Contractor agreed to provide emergency rental  
11 assistance in response to the COVID-19 Pandemic, specifically, software, payment  
12 processing services, customer support services, and case management services; and

13    WHEREAS, the Parties entered into a First Amendment to the Agreement to  
14 update the fee schedule to better align with the scope of work; and

15    WHEREAS, the City was awarded an additional \$34,304,643 in combined  
16 federal and State funding, known as ERAP2; and

17    WHEREAS, the Parties entered into a Second Amendment to the Agreement  
18 to distribute the funds from ERAP1 and ERAP2, extend the term to September 30, 2022,  
19 attach an additional rate/fee schedule for ERAP2, and attach a revised program guideline  
20 workplan; and

21    WHEREAS, the City anticipated an additional award of \$13,033,840 in direct  
22 assistance in State and Federal funding; and

23    WHEREAS, the Parties entered into a Third Amendment to increase the  
24 contract amount to incorporate any additional funds received for the Emergency Rental  
25 Assistance Program by continuing the terms of the existing contract until all funds are  
26 expended, but no later than September 30, 2023, and attach an updated fee schedule; and

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1                   WHEREAS, the City received additional funds for the Emergency Rental  
2 Assistance Program and therefore the Parties desire to update the fee schedule and add  
3 additional funds;

4                   NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
5 conditions herein contained, the Parties agree as follows:

6                   1.       Section 1.A. of the Agreement is hereby amended to read as follows:

7                               “A.     Contractor shall continue to furnish specialized services more  
8 particularly described in Exhibit “A-2”, attached to the Agreement and incorporated  
9 by this reference, in accordance with the standards of the profession, and City shall  
10 pay for these services at the rates or charges shown in Exhibit “B” a total not to  
11 exceed amount of Seven Million Five Hundred Twenty-Eight Thousand Nine  
12 Hundred Fifty-Three Dollars (\$7,528,953) (which includes the \$25,000 expended  
13 under the Purchase Order).

14                   2.       The Rates contained in Exhibit “B-1” to the First Amendment, Exhibit  
15 “B-2” to the Second Amendment, and Exhibit “B-3” to the Third Amendment are hereby  
16 amended to include the rates in Exhibit “B-4”, attached hereto and incorporated herein.

17                   3.       Except as expressly modified herein, all of the terms and conditions  
18 contained in Agreement No. 35877 are ratified and confirmed and shall remain in full force  
19 and effect.

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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

YARDI SYSTEMS, INC., a California corporation

02/09, 2023

By [Signature]  
Name Michael Kowanko  
Title Senior Director

2/9, 2023

By [Signature]  
Name ARNOLD BRIER  
Title SVP

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Contractor"  
CITY OF LONG BEACH, a municipal corporation

February 16, 2023

By [Signature]  
City Manager

"City"

This Fourth Amendment to Agreement No. 35877 is approved as to form on

February 14, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

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# EXHIBIT “B-4”

**EXHIBIT 1**

**Schedule A-4**

**Rent Relief Fee Schedule (ERA 2 Additional Funding #2)**

The "Rent Relief ERA 2 Additional Funding #2 Anniversary Date" for Schedule A-4 (Rent Relief Fee Schedule (ERA 2 Additional Funding #2)) shall be January 31, 2024 and each January 31<sup>st</sup> thereafter.

<b>Annual Fees</b>				
<b>License</b>	<b>Unit of Measure (UOM)</b>	<b>Count</b>	<b>\$/UOM</b>	<b>Annual Fee</b>
Yardi Rent Relief	each	1	\$40,000.00	\$40,000.00
Yardi Rent Relief Software (Application and Payments)				Included
Yardi Rent Relief (Case Management)				Included
Yardi Rent Relief (Customer Service)				Included
<b>Total</b>				<b>\$40,000.00</b>

<b>Quarterly Fees</b>				
<b>License</b>	<b>UOM</b>	<b>Count</b>	<b>\$/UOM</b>	<b>Quarterly Fee</b>
Yardi Rent Relief	each	1	12% of funds disbursed	TBD
Yardi Rent Relief Software (Application and Payments)				Included
Yardi Rent Relief (Case Management)				Included
Yardi Rent Relief (Customer Service)				Included
<b>Total</b>				<b>TBD</b>

<b>Total Fees Due</b>				
Annual Fee for the period February 1, 2023 to January 31, 2024				\$40,000.00
Quarterly Fee			TBD	billed quarterly
Sub-Total				\$40,000.00
Sales Tax				as applicable
<b>Total Due</b>				<b>\$40,000.00</b>

**Additional Terms**

**PAYMENT TERMS (excluding applicable taxes):**

Total Due. \$10,000.00 is due 15 days from the execution date of this Addendum; \$10,000.00 due on or before May 1, 2023; \$10,000.00 due on or before August 1, 2023; \$10,000.00 due on or before November 1, 2023.

Quarterly Fees. Commencing on May 1, 2023, and each 3-month period thereafter, Yardi shall invoice Client a Quarterly Fee at a rate of 12% of the funds disbursed for the additional ERA 2 funding for the preceding 3-month period.

The total fees for this Schedule A-4 shall not exceed \$526,595.81.

The Rent Relief fees in this Schedule A-4 Fee Schedule are for the approximately \$4,050,737.00 of additional funds allocated to Client for the Emergency Rental Assistance Program as part of the American Rescue Plan Act of 2021 (ERA2). If additional funds are allocated, then additional fees will apply as mutually agreed between the parties.