## THIRD AMENDMENT TO AGREEMENT NO. 35877

# 35877

THIS THIRD AMENDMENT TO AGREEMENT NO. 35877 is made and entered, in duplicate, as of May 27, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 24, 2022, by and between YARDI SYSTEMS, INC., a California corporation ("Contractor"), with a place of business at 430 South Fairview Avenue, Goleta, California 93117, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

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

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

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

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

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 Section 1.A. of the Agreement is hereby amended to read as follows: "A. Contractor shall continue to furnish specialized services more particularly described in Exhibit "A-2", attached to the Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services at the rates or charges shown in Exhibit "B" a total not to exceed amount of Seven Million Two Thousand Three Hundred Fifty-Seven Dollars (\$7,002,357) (which includes the \$25,000 expended under the Purchase Order).

2. Section 2 of the Agreement is hereby amended to read as follows:

"2. <u>TERM</u>. The term of this Agreement shall commence at midnight on April 7, 2021, and shall terminate at 11:59 p.m. on September 30, 2023, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner."

3. The Rates contained in Exhibit "B-1" to the First Amendment and Exhibit "B-2" to the Second Amendment, are hereby amended to include the rates in Exhibit "B-3", attached hereto and incorporated herein.

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

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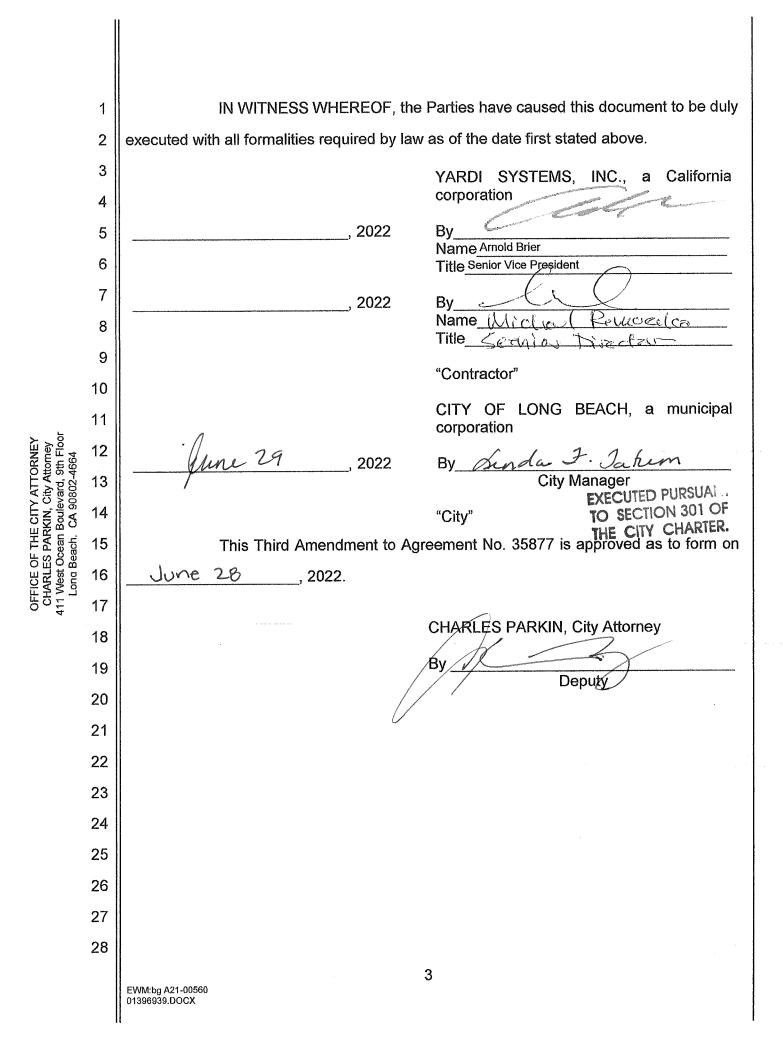
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	1	EXHIBIT "B-3"
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### EXHIBIT 1

#### Schedule A-3

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

The **"Rent Relief ERA 2 Additional Funding Anniversary Date"** for Schedule A-3 (Rent Relief Fee Schedule (ERA 2 Additional Funding)) shall be September 30, 2023 and each September 30<sup>th</sup> thereafter.

	Annual Fees				
License	Unit of Measure (UOM)	Count	\$/UOM		Annual Fee
Yardi Rent Relief	each	1	\$130,000.00		\$130,000.00
Yardi Rent Relief Software (Application and Payments)					Included Included
Yardi Rent Relief (Case Management)					
Yardi Rent Relief (Customer Service)					Included
				Total	\$130,000.00
	Quarterly	Fees			
License	ООМ	Count	\$/UOM		Quarterly Fee
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
				Total	TBD
	Total Fee	s Due			
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Annual Fee					\$130,000.00
Quarterly Fee				TBD	billed quarterly
Sub-Total					\$130,000.00
Sales Tax					as applicable
				Total Due	\$130,000.00
	Additional	Terms			

**Additional Terms** 

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

Total Due. \$32,500.00 is due on or before October 1, 2022; \$32,500.00 due on or before January 1, 2023; \$32,500.00 due on or before April 1, 2023; \$32,500.00 due on or before July 1, 2023.

Quarterly Fees. Commencing on October 1, 2022, and each 3-month period thereafter, Yardi shall invoice Client a Quarterly Fee at a rate of 12% of the funds disbursed for ERA 2 for the preceding 3-month period.

The total fees for this Schedule A-3 shall not exceed \$1,694,399.20.

The Rent Relief fees in this Schedule A-3 Fee Schedule are for the approximately \$13,033,840.00 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.

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