

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 19-800-SS
AMENDMENT NUMBER 2**

Yardi Client PIN: 100052049

Yardi Order No.: 339864

This Amendment Number 2 ("**Amendment**") is made on the date of the last party's signature on this Amendment and amends Agreement Number 19-800-SS, dated June 18, 2019 ("**Main Agreement**"), made between Yardi Systems, Inc. ("**Contractor**") and the County Board of Arlington County, Virginia ("**County**").

The County and the Contractor agree to amend the Main Agreement as follows:

I. AMENDMENTS:

a. Section 6 of Schedule A (Fee Schedule) of Attachment A (SaaS Subscription Agreement) to the Main Agreement is deleted in its entirety and replaced with the following:

Fees are subject to annual increase effective on each July 31 (each an "**Anniversary Date**") during the Contract Term applicable for each ensuing August 1 – July 31 annual period, provided, however, that:

(i) for the August 1, 2022 – July 31, 2023 annual period, the applicable increase shall be 3%, as reflected in Exhibit A (August 1, 2022-July 31, 2023, Annual Fee as of July 31, 2022) to this Amendment 2; and thereafter

(ii) such increases will not exceed the year-over-year percentage increase reported by the U.S. Department of Labor [per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average, 12-month percent change table] for the preceding December-to-December period reported in the January preceding the invoice date (approximately 60 days prior to the then-current Anniversary Date); and

(iii) The Contract Amount/unit price(s) determined by subsections (i) or (ii), above, will remain firm from each August 1 ("**Price Adjustment Date**") to each succeeding July 31, at which time the Contract Amount/unit price(s) may be adjusted in accord with subsection (ii), above, for the ensuing (August 1 – July 31) annual period.

b. The second sentence of Section 4 (Contract Term) to the Main Agreement is deleted in its entirety and replaced with the following:

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a “**Renewal Term**”) if: (i) neither party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term; and (ii) the County tenders payment of the County’s then-current annual fee in accordance with Section 6 (Payment) of this Agreement.

c. The following is added as Section 46 (Covid-19 Vaccination Policy for Contractors) to the Main Agreement:

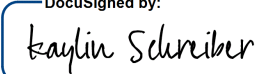
46. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

All other terms and conditions of the Main Agreement, as amended, remain in effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

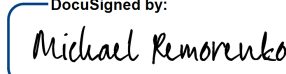
SIGNED: 
2513E5002A3A4DE...

PRINT NAME: Kaylin Schreiber

TITLE: Procurement Officer

DATE: 10/1/2022

YARDI SYSTEMS, INC.

SIGNED: 
B324A77D43AC433...

PRINT NAME: Michael Remorenko

TITLE: Authorized Representative

DATE: 9/30/2022

EXHIBIT A**August 1, 2022-July 31, 2023, Annual Fee as of July 31, 2022**

Yardi Systems, Inc. August 1, 2022 to July 31, 2023				
Product Description	Unit of Measure (UOM)	Quantity	\$/UOM	Total
Voyager SaaS Select PHA Property Management v1	Units	3,200	\$12.36	\$39,552.00
HOUSINGCafe PHA On-Line Applications Portal	Units	1	\$7,725.00	\$7,725.00
HOUSINGCafe PHA Applicant Portal	Units	1	\$7,725.00	\$7,725.00
HOUSINGCafe PHA Resident Portal	Units	1	\$10,300.00	\$10,300.00
HOUSINGCafe PHA Landlord Portal	Units	1	\$10,300.00	\$10,300.00
RENTCafe PHA Online Certifications	Units	1	\$10,300.00	\$10,300.00
Sub Total				\$85,902.00
Sales Tax				\$0.00
Grand Total				\$85,902.00