



# Amendment B

## COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT)

### AMENDMENT B TO AGREEMENT FOR SOFTWARE LICENSING AND PROFESSIONAL SERVICES BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND YARDI SYSTEMS, INC.



*M.R.*  
*WDRR*  
**THIS AMENDMENT B TO AGREEMENT FOR SOFTWARE LICENSING AND PROFESSIONAL SERVICES**, (hereinafter, the "Amendment B") is entered into in San Juan, Puerto Rico, this 27 day of June, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. William O. Rodríguez Rodríguez, of legal age, single, attorney and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **YARDI SYSTEMS, INC.** (hereinafter, the "Contractor"), with principal offices in 430 South Fairview Avenue, Santa Barbara, California, herein represented by Michael Remorenko, in his capacity as Director of Sales Operations, of legal age, married, director and resident of California, United States; collectively, "the Parties".

#### I. RECITALS AND GENERAL INFORMATION

**WHEREAS**, on June 7, 2019, the Parties executed an Agreement for software licensing and professional services, registered as Contract No. 2019-DR0004, for a maximum amount not to exceed **one million four hundred twenty-six thousand two hundred dollars and zero cents (\$1,426,200.00)**, from **Account Number: R01A01ADM-DOH-NA/ 4190-22-000**, ending on June 30, 2022 (hereinafter, the "Agreement").

**WHEREAS**, as per Article XXIII of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

**WHEREAS**, the Agreement was amended on March 29, 2021, via Amendment A, Contract No. 2019-DR0004 to modify the Scope of Services and the Fee Schedule found on Exhibit II-SaaS Subscription Agreement to add additional licenses/services; and to increase the total amount of the Agreement by **three hundred sixty thousand dollars and zero cents (\$360,000.00)**, for an adjusted total amount of **one million seven hundred eighty-six thousand two hundred dollars and zero cents (\$1,786,200.00)**, from **Account Number: R01A01ADM-DOH-NA/4190-22-000**. Nor the term of the Agreement nor the Account were modified in this Amendment A.

**WHEREAS**, it is the intention of the Parties to extend the scope of the services of the Agreement to the CDBG-DR Program (Earthquakes allocation), the Community Development Block Grant- Mitigation (**CDBG-MIT**) Program, and to other federal funds allocations related.

**WHEREAS**, the U.S. Department of Housing and Urban Development (**HUD**) approved a special allocation with CDBG-DR funds with the purpose of helping in the long-term recovery from the disasters caused by the 2019-2020 earthquakes (DR-4473-PR).

**WHEREAS**, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115–123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. The PRDOH is the governmental agency designated as grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses. On August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 Fed. Reg. 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

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**WHEREAS**, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

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**WHEREAS**, in accordance with the Procurement Manual for the CDBG-DR Program, Regulation No. 9205, the CDBG-DR Procurement Division performed a price analysis and concluded that the proposed rates and fees for this Amendment B are reasonable and recommended.

**WHEREAS**, it is the intention of the Parties that this Amendment B is not intended to effect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR/CDBG-MIT Programs, and the current Action Plan, to enter into this Amendment B.

**WHEREAS**, the Contractor has duly adopted the Resolution dated December 3, 2018, authorizing the Contractor (via its Authorized Representative, Michael Remorenko) to enter into this Amendment B. The Contractor has agreed to enter into this Amendment B with the PRDOH, and by signing this Amendment B, the Contractor assures PRDOH that the Contractor shall comply with all the requirements described herein.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the Contractor Agree to execute this Amendment B subject to the following:

## TERMS AND CONDITIONS

### II. SCOPE OF AMENDMENT

Taking into consideration that the Agreement expiration is upcoming and considering the needs of the Finance Division of the services provided by the Contractor, the Parties agree to the following amendments: (1) increase the total amount of the Agreement by **seven hundred twenty-six thousand one hundred fifty dollars and zero cents (\$726,150.00)**, for an adjusted total amount of **two million five hundred twelve thousand three hundred fifty dollars and zero cents (\$2,512,350.00)**; (2) include new services and licenses to be provided; (3) extend the Agreement up to June 30, 2023; and (4) extend the scope of the services to the CDBG-DR Program (Earthquakes allocation), the Community Development Block Grant- Mitigation (**CDBG-MIT**) Program, and to other federal funds allocations related.

**III. AMENDMENTS**

A. The Parties agree to replace the first paragraph of **Article III. SCOPE OF SERVICES** as follows:

*In consideration of the payments set forth herein, the Contractor shall license the proprietary software applications identified on the Schedule of the SAAS Subscription Agreement subject to the terms of Exhibit II-SAAS Subscription Agreement (the "**Software Products**") to provide services to the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program, CDBG-DR Program (Earthquakes allocation), Community Development Block Grant – Mitigation (**CDBG-MIT**) Program, and to other federal funds allocations related, in accordance with the terms, conditions and specifications set forth herein and in Exhibit II.*

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B. The Parties agree to add a new Table 3 (Fee Schedule) to include fees for new additional licenses and services agreed upon under Amendment B to **Article IV. COMPENSATION AND PAYMENT, A. Rates and Fees**, are as follows:

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**Table 3. Fee Schedule 2022-2023<sup>1</sup>**

DESCRIPTION	COUNT	COST PER UNIT	TOTAL COST
Private Cloud Annual Fee	Annual fee	\$77,250.00	\$77,250.00
Private Cloud Users	100 users	\$3,090.00	\$309,000.00
Procure to Pay	1,000 units	\$0.00	\$0.00
Job Cost	100 users	\$515.00	\$51,500.00
Limited PAYscan users	100 users	\$0.00	\$0.00
Limited PAYscan users	200 users	\$1,030.00	\$206,000.00
Fixed assets	5 users	\$1,030.00	\$5,150.00
Document for Sharepoint	Annual fee	\$77,250.00	\$77,250.00
<b>TOTAL COST</b>			<b>\$726,150.00</b>

C. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, B. Maximum Contract Amount**, with the following:

**B. Maximum Contract Amount:** *The PRDOH will pay the Contractor for all Software Licenses, applications and services agreed to by the Parties and performed during the term of this Agreement, as amended, up to a maximum amount not to exceed **TWO MILLION FIVE HUNDRED TWELVE THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$2,512,350.00)**, from Accounts number **R01A01ADM-DOH-NA/4190-22-000** and **R02A01ADM-DOH-NA/4190-22-000**. Such payment shall be compensation for all services required, performed and accepted under this Agreement, as amended. The PRDOH shall not pay any amount in excess of the limits stated herein, even if the Contractor exceeds the same, regardless of the reasons for said excess. The Contractor shall not be required to render services without compensation.*

D. The Parties agree to amend **Article V. TERM OF AGREEMENT**, to extend the term of the Agreement to June 30, 2023, from the date of execution of this Amendment B.

<sup>1</sup> Refer to Attachment I ("Performa Invoice") and Attachment II ("Certification of Funds") of this Amendment B for a breakdown and distribution of the Total Cost. The prices were considered reasonable and recommended by the CDBG-DR Procurement Division, according to a price reasonableness analysis performed.

- E. On April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (UEI). Accordingly, the Parties agree to replace the Contractor's DUNS Numbers with the following Unique Entity Identifier:

**Yardi Systems, Inc.**  
**Unique Entity ID: KCJYKGHNZWH9**

- F. The Parties agree to include PRDOH's Unique Entity Identifier as part of the Agreement, as amended:

**PRDOH**  
**Unique Entity ID: FFMUBT6WCM1**

- G. All other terms and conditions of the Agreement remain unchanged.

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**IV. HEADINGS**

The titles to the paragraphs of this Amendment B are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

**V. FEDERAL FUNDING**

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR/CDBG-MIT Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

**VI. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

**VII. SUBROGATION**

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR/CDBG-MIT Programs and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

**VIII. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this Amendment B to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment B and any subsequent amendment hereto. The services object of this Amendment B may not be invoiced or paid until this Amendment B has been

registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

**IX. ENTIRE AGREEMENT**

The Agreement and this Amendment B constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

**X. SEVERABILITY**

If any provision of this Amendment B shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

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**XI. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment B shall be null and void.

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**XII. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement, as amended, related to the following subjects shall survive the termination or expiration of this Agreement, as amended.: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR/CDBG-MIT and state funding, recapture of CDBG-DR/CDBG-MIT and/or state funds, overpayment of CDBG-DR/CDBG-MIT and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent Contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement, as amended, shall so survive.

**XIII. COMPLIANCE WITH THE DOCUMENTATION REQUIREMENTS NECESSARY FOR CONTRACTING PROFESSIONAL SERVICES WITH THE GOVERNMENT OF PUERTO RICO**

The CONTRACTOR shall submit to PRDOH the *Certificate of Filing Income Tax for Movable Objects* issued by the Municipal Revenues Collection Center (CRIM, for its Spanish acronym) and the *Merchants' Registration Certificate* issued by the Puerto Rico Department of Treasury. PRDOH will execute this Amendment B conditioned to the submission of the aforementioned certificates within **thirty (30) days** of the signing of this Amendment B. Failure to comply with the submission of the certificates may result in the withholding of reimbursements or the termination of the Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT IN BLANK  
SIGNATURES ON THE FOLLOWING PAGE**

**IN WITNESS THEREOF**, the parties hereto execute this Amendment B in the place and on the date first above written.

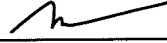
**PUERTO RICO DEPARTMENT OF HOUSING**

**YARDI SYSTEMS, INC.**

*William O. Rodríguez Rodríguez*

William O. Rodríguez Rodríguez (Jun 27, 2022 18:50 EDT)

**Hon. William O. Rodríguez Rodríguez, Esq.**  
Secretary



Michael Remorenko (Jun 27, 2022 15:22 PDT)

**Michael Remorenko**  
Director of Sales Operations

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# YARDI SYSTEMS, INC.

# Attachment I Proforma Invoice

PO Box 82572  
Goleta, CA 93118-2572

(805) 699-2040 (Phone)  
(805) 699-2044 (Fax)

DATE: 04/04/2022  
CLIENT PIN: 100-085-983

**Bill To:**  
Puerto Rico Department of Housing  
Felix Hernandez Caban  
PO Box 363188  
San Juan PR, 00936-3188

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DESCRIPTION	AMOUNT
Annual License fee for Voyager SaaS Select -- Effective July 1, 2022 through June 30, 2023 including 726 hours of technical support. Pricing includes a 3% Cost of Living increase per the US Consumer Price Index (US City Average) as per your agreement.	
Private Cloud Annual Fee - @ 77,250	\$77,250.00
Private Cloud Users - 100 users @ 3090	\$309,000.00
Procure to Pay - 1,000 units @ no charge	\$0.00
Job Cost - 100 users @ 515	\$51,500.00
Limited PAYscan users	
100 users @ no charge	\$0.00
200 users @ 1030	\$206,000.00
Fixed Assets - 5 users @ 1030	\$5,150.00
Document for Sharepoint - @ 77,250	\$77,250.00
<b>ESTIMATED TOTAL</b>	<b>\$726,150.00</b>

THANK YOU FOR YOUR BUSINESS!



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment II

**Contract Code:** cc5508-b  
**Type:** Change Order A\_V2  
**Original Registered Code:**

## CERTIFICATION OF FUNDS

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

**Contracting Of:** YARDI SYSTEM, INC  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment B to 2019-DR0004  
Service Vendors Contracts-Yardi System  
**Amount:** \$726,150.00

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The breakdown and grant of the certified funds is as follows:

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Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	Administration	r02a01adm-doh-na	A - Software - Licensing	4190-22-000	\$726,150.00
					<u>\$726,150.00</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 04/06/2022  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 04/06/2022  
Electronic Approval  
Finance Director











# AMENDMENT B\_CONTRACT 2019-DR0004 rev

Final Audit Report

2022-06-27

Created:	2022-06-27
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzK7W4_b6JVN0bXCJAf5G7BqU9u2CgZ3E

## "AMENDMENT B\_CONTRACT 2019-DR0004 rev" History

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