

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HOUSEKEYS INC.**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Housekeys Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California and Housekeys Inc., dated January 9, 2020 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated August 24, 2021, Amendment No. 2, dated July 27, 2021, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide administration services for the City's Affordable Rental Program, and the Parties now wish to amend the Agreement as Amended to extend the term of the Agreement for an additional two years through June 30, 2024.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of Agreement" is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this agreement, the term of this Agreement shall begin on July 1, 2018 and terminate on June 30, 2024.

2. Revised Exhibit B of the Agreement as Amended, entitled "Fee Schedule" is hereby amended to read as shown in Second Revised Exhibit B, attached herein.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HOUSEKEYS INC.
California corporation

Dated: 4/28/22

By (Signature):  _____

Name: Julius Nyanda

Title: CEO

Principal Place of Business Address: 358 Digital Drive
Morgan Hill, CA 95037

Email Address: julius@housekeys.org

Telephone: (415) 846-8004

Fax: (408) 850-7431

"CONTRACTOR"

**EXHIBIT B
FEE SCHEDULE**

1. MAXIMUM COMPENSATION

In no event shall the amount billed to the City by Contractor for services provided pursuant to this Agreement exceed **Eight Hundred Seventy-Five Thousand Dollars (\$875,000)**, subject to the appropriation of funds.

2. SCHEDULE OF RATES AND FEES FOR JULY 1, 2022 – JUNE 30, 2024

2.1. The schedule of rates and fees are as follows:

Description	Rate/Fee	Not-To-Exceed Amount (7/1/22 – 6/30/24)
Program Administration Fee		
Monthly Fee	\$13,000/Month	\$312,000
Variable Transaction Rates (Subject to City Approval)		
Special Projects Hourly Rate	\$250/HR	\$20,000