

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Third Amendment**

THIS AMENDMENT (this “Amendment”) is made as of [Insert date], in San Francisco, California, by and between Yardi Systems, Inc. (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the term of the Agreement expired as of April 24, 2023; and

WHEREAS, City and Contractor, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date; and

WHEREAS, City and Contractor desire to memorialize their continued contractual relationship by entering into this Amendment extending the same terms and conditions as the Agreement; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the Agreement for a period of five years, unless earlier terminated by City at City’s sole discretion, and increase the compensation amount; and

WHEREAS, On May 15, 2023, the SFPUC obtained approval for this Amendment from the Civil Service Commission under PSC number 30573-15/16 in the amount of \$195,000 for the period of 11 years and 51 weeks; and

WHEREAS, On June 13, 2023, the City’s Public Utilities Commission approved this Amendment by Resolution No. 23-0107; and

WHEREAS, On [Insert date of Board action], the San Francisco Board of Supervisors approved this Amendment pursuant to San Francisco Charter Section 9.118 by Resolution No. [Insert resolution number].

NOW, THEREFORE, Contractor and the City agree as follows;

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Software as a Service Agreement dated February 26, 2013 between Contractor and City, as amended by the:

First Amendment,	dated April 24, 2016, and
Second Amendment,	dated December 1, 2018.

**1b. Other Terms.** Terms used and not defined in this Amendment shall have the

meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 3(a).** *Section 3(a), "Term," of the Agreement currently reads as follows:*

**3(a) Term.** This Agreement will commence on **April 25, 2013** until **April 24, 2023** unless earlier terminated. Yardi will invoice Client for Client's annual Fee approximately 60 days (and again at approximately 30 days if payment has not been received) prior to each Anniversary Date. Yardi additionally represents that Yardi's Voyager application software will provide multiple and periodic reminders that Client's annual Fee payment is due in advance of each Anniversary Date.

**Such section is hereby amended in its entirety to read as follows:**

**3(a) Term.** This Agreement will commence on **April 25, 2013** until **April 24, 2028** unless earlier terminated. Yardi will invoice Client for Client's annual Fee approximately 60 days (and again at approximately 30 days if payment has not been received) prior to each Anniversary Date. Yardi additionally represents that Yardi's Voyager application software will provide multiple and periodic reminders that Client's annual Fee payment is due in advance of each Anniversary Date.

**2b. Section 4(a).** *Section 4(a), "Fees," of the Agreement currently reads as follows:*

**4(a) Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A and A-1 (Fee Schedules), Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed **three hundred forty thousand two hundred eighty-nine dollars and sixty-five cents (\$340,289.65)**. The breakdown of costs associated with this Agreement is provided for in Schedules A, A-1 and A-2. No charges shall be incurred under this Agreement nor shall any payments become due to Yardi until services required under this Agreement are received from Yardi and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**Such section is hereby amended in its entirety to read as follows:**

**4(a) Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A and A-1 (Fee Schedules), Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed **Five Hundred Fifteen Thousand Two Hundred Ninety Dollars (\$515,290)**. The breakdown of costs associated with this Agreement is provided for in Schedules A, A-1, A-2, and A-3. No charges shall be incurred under this Agreement nor shall any payments become due to Yardi until services required under this Agreement are received from Yardi and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**2c. Section 18(j).** *Section 18(j), "Entire Agreement," of the Agreement currently reads as follows:*

**18(j) Entire Agreement.** This document along with Appendix A, (Additional Terms and Conditions); Appendix B (Hosting Services; Data Center); Schedules A, A-1 and A-2 (Fee Schedules); Schedule B (Service Level Agreement); Schedule C (Disaster Recovery Plan); Schedule D (Scope of Work); and Schedule D-1 (As-Needed Scope of Work), incorporated herein as though fully set forth herein, together constitute the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement. This Agreement may be modified only as provided in section 180) (Modification).

**Such section is hereby amended in its entirety to read as follows:**

**18(j) Entire Agreement.** This document along with Appendix A, (Additional Terms and Conditions); Appendix B (Hosting Services; Data Center); Schedules A, A-1, A-2, and A-3 (Fee Schedules); Schedule B (Service Level Agreement); Schedule C (Disaster Recovery Plan); Schedule D (Scope of Work); and Schedule D-1 (As-Needed Scope of Work), incorporated herein as though fully set forth herein, together constitute the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement. This Agreement may be modified only as provided in section 180) (Modification).

**2d. Appendix A-3.** Appendix A-3, "Fee Schedule for Years 11-15," is hereby attached to this Amendment and fully incorporated within the Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

Yardi Systems, Inc.

\_\_\_\_\_  
Dennis J. Herrera  
General Manager  
San Francisco Public Utilities Commission

\_\_\_\_\_  
Daniel Campbell  
Vice President  
City Supplier Number: 0000007980

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Tyson Arbuthnot  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By: \_\_\_\_\_

**Schedules:**

A-3: Fee Schedule for Years 11-15

**SCHEDULE A-3 (Fee Schedule for Years 11-15)**

**Voyager SaaS Select Fee Schedule**

Description	(UOM)	Count	List \$/UOM	Concession	Extended \$/UOM	Year 11	Year 12	Year 13	Year 14	Year 15	Total
Voyager SaaS Select Property Management	DU	10	3,000.00	(738.75)	2,261.25	22,612.50	22,612.50	23,517.00	24,457.69	25,435.98	118,635.67
Advanced Budgeting & Forecasting	DU	3	1,500.00	-	1,500.00	4,500.00	4,500.00	4,680.00	4,867.20	5,061.88	23,609.08
Additional Test Webshares	EA	1	1,200.00	(1,200.00)	-	-	-	-	-	-	-
Potential System Upgrades						-	7,037.58	7,037.58	7,037.58	7,037.58	28,150.32
CPI Increase <sup>1</sup>						-	1,084.50	1,127.89	1,172.99	1,219.92	4,605.30
<b>Total Fees Not-to-Exceed Amount:</b>						<b>27,112.50</b>	<b>35,234.58</b>	<b>36,362.47</b>	<b>37,535.46</b>	<b>38,755.36</b>	<b>175,000.37</b>

**Additional Terms**

- 1. Sales Tax: As applicable

<sup>1</sup> Reflects maximum potential CPI increase of 4% per year for Years 12 through 15