

1 [Software Service Agreement Amendment - Yardi Systems, Inc. - Real Property/Asset
2 Management Program, Data Hosting Services - Not to Exceed \$515,290]

3 **Resolution approving Amendment No. 3 to Contract No. BPUC13000025, Software as a**
4 **Service Agreement, with Yardi Systems, Inc., to increase the contract amount by**
5 **\$175,000 for a new total not to exceed contract amount of \$515,290 and increase the**
6 **contract duration by five years, for a new term of April 23, 2013, through April 24, 2028,**
7 **for a total contract duration of 15 years, effective upon approval of this Resolution,**
8 **pursuant to Charter, Section 9.118; and to authorize the General Manager of the San**
9 **Francisco Public Utilities Commission to enter into amendments or modifications to**
10 **the Agreement that do not materially increase the obligations or liabilities to the City or**
11 **materially diminish the benefits to the City and are necessary to effectuate the**
12 **purposes of the Agreement or this Resolution.**

13
14 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires the
15 services of Yardi System, Inc.'s (Yardi) proprietary Voyager real property and asset
16 management software program and data hosting services, in conjunction with an associated
17 database, to facilitate the SFPUC's administration of incoming revenue and key dates for
18 hundreds of leases and licenses; and

19 WHEREAS, On February 26, 2013, the General Manager of the SFPUC executed
20 Contract No. BPUC13000025, Software as a Service Agreement, with an amount not to
21 exceed \$128,550, and with a term of three years, with Yardi; and

22 WHEREAS, The Contract was issued on a sole source basis due to the unique nature
23 of the lease revenue administration and asset management services that the SFPUC needed;
24 and

1 WHEREAS, The SFPUC has migrated a significant amount of data to use this product
2 and switching to a new product would require new migration of data at a significant cost to the
3 City; and

4 WHEREAS, Yardi was one of three United States companies that provided such lease
5 revenue administration services and the only company providing the functionality that the
6 SFPUC required; and

7 WHEREAS, On April 24, 2016, the General Manager of the SFPUC executed
8 Amendment No. 1, increasing the Contract amount by \$99,904.28 and extending the Contract
9 term by three years for a total Contract amount of \$228,454.28 and total Contract term of six
10 years; and

11 WHEREAS, On December 1, 2018, the General Manager of the SFPUC executed
12 Amendment No. 2, increasing the Contract amount by \$111,835.37 and extending the
13 Contract term by four years for a total Contract amount of \$340,289.65 and total Contract term
14 of 10 years; and

15 WHEREAS, The SFPUC is seeking to extend the Contract beyond 10 years to
16 continue the Voyager software subscription services with Yardi Systems, Inc; and

17 WHEREAS, On June 13, 2023, by Resolution No. 23-0107, the SFPUC Commission
18 approved Amendment No. 3 to Contract No. BPUC13000025, Software as a Service
19 Agreement, with Yardi Systems, Inc., increasing the Contract amount by \$175,000 and
20 retroactively extending the Contract term by five years, to provide for continued software
21 subscription services, increasing the total not-to-exceed Contract amount to \$515,290 and
22 extending the total Contract term to 15 years and authorized the General Manager of the
23 SFPUC to execute the Amendment, subject to Board of Supervisors approval under Charter,
24 Section 9.118; and

25

1 WHEREAS, Charter, Section 9.118(c) requires the Board of Supervisors approval of
2 leases having a term of 10 or more years; now, therefore, be it

3 RESOLVED, That the Board of Supervisors hereby approves and authorizes the
4 General Manager of the SFPUC to execute Amendment No. 3 to Contract No.
5 BPUC13000025, Software as a Service Agreement, with Yardi Systems, Inc, in substantially
6 the form on file with the Clerk of the Board of Supervisors in File No. 230751, which is hereby
7 declared to be a part of this Resolution as if set forth here in fully; and, be it

8 FURTHER RESOLVED, That the Board authorizes the General Manager of the
9 SFPUC to enter into any amendments or modifications to the Agreement, including, without
10 limitation, the modification, addition, or deletion of exhibits, and to enter into any related
11 documents, instruments, memoranda, or other agreements reasonably necessary to
12 consummate the transaction contemplated in the Agreement that the General Manager
13 determines, in consultation with the City Attorney, are in the best interests of the City, do not
14 materially increase the liabilities or obligations of the City or materially diminish the benefits to
15 the City, and to comply with all applicable laws, including the City Charter; and, be it

16 FURTHER RESOLVED, That within thirty (30) days of the execution of the Agreement
17 Amendment, the SFPUC shall provide the signed contract to the Clerk of the Board for
18 inclusion in the official file.