

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

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of **December 1, 2018**, 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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the Agreement for a period of four years unless earlier terminated by City at City's sole discretion, and increase the compensation amount; and

WHEREAS, Approval for the Professional Services to be rendered pursuant to this Agreement was obtained when the Civil Service Commission approved Modification 1 to PSC #30573-15/16 on October 26, 2018.

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.

**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, 2019** 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, 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.

**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 **two hundred and twenty-eight thousand four hundred fifty-four dollars and twenty-eight cents (\$228,454.28)**. The breakdown of costs associated with this Agreement is provided for in Schedules A and A-1. 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 **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.

**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 and A-1, (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 18(1) (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 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 18(1) (Modification).

**2d. Section 19(a.).** Subsection (a.) of Section 19 "Insurance" of the Agreement currently reads as follows:

**19. Insurance.**

**a. Coverage.** Yardi shall, at its own expense, obtain and maintain throughout the duration of this Agreement the following insurance:

(i) commercial general liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (and including: (A) personal and advertising injury coverage in an amount not less than \$1,000,000 each occurrence, and (B) products - completed operations coverage in an amount not less than \$1,000,000 each occurrence);

(ii) automobile liability insurance (any auto) in an amount not less than \$1,000,000 combined single limit (each accident);

(iii) workers compensation insurance in an amount not less than applicable statutory limits;

(iv) employers' liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit;

(v) professional liability coverage on a claims made basis in an amount not less than \$5,000,000 each claim, \$5,000,000 aggregate; and

(vi) excess liability insurance in an amount not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

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

**19. Insurance**

**a. Coverage.** Yardi shall, at its own expense, obtain and maintain throughout the duration of this Agreement the following insurance:

(i) commercial general liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (and including: (A) personal and advertising injury coverage in an amount not less than \$1,000,000 each occurrence, and (B) products - completed operations coverage in an amount not less than \$1,000,000 each occurrence);

(ii) automobile liability insurance (any auto) in an amount not less than \$1,000,000 combined single limit (each accident);

(iii) workers compensation insurance in an amount not less than applicable statutory limits;

(iv) employers' liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit;

(v) Technology Errors and Omissions, applicable to Contractor's profession, with limits not less than \$5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services; and

(vi) excess liability insurance in an amount not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

**2e. Schedule A-2.** Schedule A-2 (Fee Schedule for Years 7-10) is hereby attached and incorporated to this Agreement as though fully set forth herein.

**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.**

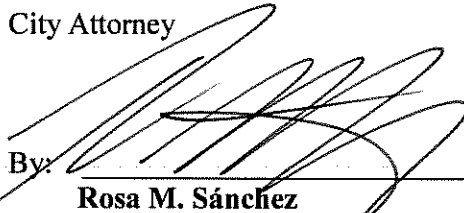
  
\_\_\_\_\_  
**Harlan L. Kelly, Jr.**  
General Manager  
San Francisco Public Utilities Commission

 10/29/2018  
\_\_\_\_\_  
**Daniel Campbell**  
Vice President  
430 South Fairview Avenue  
Goleta, CA 93117

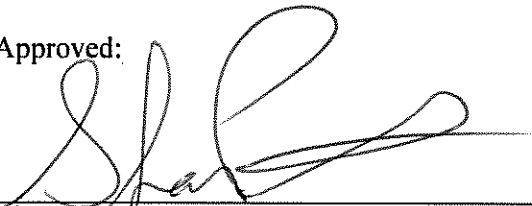
Approved as to Form:

Supplier Number: 0000007980

Dennis J. Herrera  
City Attorney

  
By: \_\_\_\_\_  
**Rosa M. Sanchez**  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
**Alaric Degrafinried**  
Acting Director of the Office of Contract  
Administration, and Purchaser

*for*

**Schedules:**

A-2 – Fee Schedule for Years 7-10

Received By:  
NOV 20 '18 AM 9:18  
Purchasing Department

**SCHEDULE A-2 (Fee Schedule for Years 7-10)**

<b>Voyager SaaS Select Fee Schedule</b>										
<b>Description</b>	<b>(UOM)</b>	<b>Count</b>	<b>List \$/UOM</b>	<b>Concession</b>	<b>Extended \$/UOM</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total</b>
Voyager SaaS Select Property Management	DU	10	3,000.00	(738.75)	2,261.25	22,612.50	22,612.50	22,612.50	22,612.50	90,450.00
Advanced Budgeting & Forecasting	DU	3	1,500.00	-	1,500.00	4,500.00	4,500.00	4,500.00	4,500.00	18,000.00
Additional Test Webshares	EA	1	1,200.00	(1,200.00)	-	-	-	-	-	-
Potential CPI increase <sup>1</sup>						0.00	1,084.50	1,127.88	1,172.99	3,385.37
<b>Total Fees Not to Exceed Amount:</b>						<b>27,112.50</b>	<b>28,197.00</b>	<b>29,324.88</b>	<b>30,497.88</b>	<b>111,835.37</b>

**Additional Terms**

1. Sales Tax: As applicable

<sup>1</sup> Reflects maximum potential CPI increase of 4% per year for Years 8 through 10.