

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

**Ninth Amendment**

THIS AMENDMENT (this "Amendment") is made as of **June 1, 2016**, in San Francisco, California, by and between **Cogsdale Corporation** ("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 performance period and increase the contract amount;

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 Agreement dated July 1, 2006 between Contractor and City, as amended by the:

First Amendment,	dated February 1, 2007,
Second Amendment,	dated July 1, 2007,
Third Amendment,	dated April 7, 2008,
Assignment and Assumption Agreement,	dated December 1, 2008
Fourth Amendment,	dated June 12, 2009,
Fifth Amendment,	dated June 16, 2011,
Sixth Amendment,	dated June 25, 2012,
Assignment and Assumption Agreement,	dated August 1, 2013,
Seventh Amendment,	dated June 16, 2014, and
Eighth Amendment,	dated May 15, 2015.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. 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.** Section 3, Term of Maintenance Agreement, currently reads as follows:

**3. Term of the Agreement Maintenance Agreement.** Subject to Section 2, the term of this Maintenance Agreement shall be from July 1, 2006, to June 30, 2016.

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

**3. Term of the Agreement Maintenance Agreement.** Subject to Section 2, the term of this Maintenance Agreement shall be from July 1, 2006, to December 31, 2018, with the option to extend for an additional six months at the City's sole and absolute discretion.

**2b. Section 4.** Section 4, City's Payment Obligation, of the Agreement currently reads as follows:

**4. City's Payment Obligation**

4.1. The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period. For each piece of Software listed in Appendix B-7, City shall pay the price listed in Appendix B-7 for Support Services for that piece of Software. However, in no event shall the amount of this Agreement exceed **one million, three hundred and six thousand, four hundred and five dollars and ninety-seven cents (\$1,306,405.97)**. This amount is a fixed fee for all Support Services.

As outlined in Appendix B-7, the fixed fee for the time period July 1, 2009 through June 30, 2010 shall be One hundred twenty-two thousand Two hundred and ninety-eight dollars (\$122,298) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2009, 2) October 1 – December 31, 2009, 3) January 1 – March 31, 2010, and 4) April 1 – June 30, 2010. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

As outlined in Appendix B-7, the fixed fee for the time period July 1, 2010 through June 30, 2011 shall be One hundred twenty-two thousand Two hundred and ninety-eight dollars (\$122,298) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2010, 2) October 1 – December 31, 2010, 3) January 1 – March 31, 2011, and 4) April 1 – June 30, 2011. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

As outlined in Appendix B-7, the fixed fee for the time period July 1, 2011 through June 30, 2012 shall be One hundred twenty-two thousand Two hundred and ninety-eight dollars (\$122,298) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2011, 2) October 1 – December 31, 2011, 3) January 1 – March 31, 2012, and 4)

April 1 – June 30, 2012. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

As outlined in Appendix B-7, the fixed fee for the time period July 1, 2012 through June 30, 2013 shall be One hundred thirty-one thousand Four hundred and seventy dollars and 36 cents (\$131,470.36) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2012, 2) October 1 – December 31, 2012, 3) January 1 – March 31, 2013, and 4) April 1 – June 30, 2013. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

As outlined in Appendix B-7, the fixed fee for the time period July 1, 2013 through June 30, 2014 shall be One hundred thirty-one thousand Four hundred and seventy dollars and 36 cents (\$131,470.36) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2013, 2) October 1 – December 31, 2013, 3) January 1 – March 31, 2014, and 4) April 1 – June 30, 2014. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

As outlined in Appendix B-7, the fixed fee for the time period July 1, 2014 through June 30, 2015 shall be One hundred thirty-eight thousand and forty-three dollars and no cents (\$138,043.00) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2014, 2) October 1 – December 31, 2014, 3) January 1 – March 31, 2015, and 4) April 1 – June 30, 2015. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

As outlined in Appendix B-7, the fixed fee for the time period July 1, 2015 through June 30, 2016 shall be one hundred forty-two thousand, one hundred and eighty-four dollars and twenty-five cents (\$142,184.25) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2015, 2) October 1 – December 31, 2015, 3) January 1 – March 31, 2016, and 4) April 1 – June 30, 2016. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

**Payment Requests** should be sent to:  
City & County of San Francisco  
Controller's Office – Central Finance  
Attention: Jerry Wong  
1 Dr. Carlton B. Goodlett Place, Room 482  
San Francisco, CA 94102

4.2. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

4.3. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

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

**4. City's Payment Obligation**

4.1. The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period. For each piece of Software listed in Appendix B-8, City shall pay the price listed in Appendix B-8 for Support Services for that piece of Software. However, in no event shall the amount of this Agreement exceed **one million, seven hundred fifty nine-thousand, and sixty-seven dollars and sixty-two cents (\$1,759,067.62)**. This amount is a fixed fee for all Support Services.

i. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2009 through June 30, 2010 shall be One hundred twenty-two thousand Two hundred and ninety-eight dollars (\$122,298) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2009, 2) October 1 – December 31, 2009, 3) January 1 – March 31, 2010, and 4) April 1 – June 30, 2010. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

ii. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2010 through June 30, 2011 shall be One hundred twenty-two thousand Two hundred and ninety-eight dollars (\$122,298) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2010, 2) October 1 – December 31, 2010, 3) January 1 – March 31, 2011, and 4) April 1 – June 30, 2011. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

iii. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2011 through June 30, 2012 shall be One hundred twenty-two thousand Two hundred and ninety-eight dollars (\$122,298) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2011, 2) October 1 – December 31, 2011, 3) January 1 – March 31, 2012, and 4) April 1 – June 30, 2012. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

iv. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2012 through June 30, 2013 shall be One hundred thirty-one thousand Four hundred and seventy dollars and 36 cents (\$131,470.36) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2012, 2) October 1 – December 31, 2012, 3) January 1 – March 31, 2013, and 4) April 1 – June 30, 2013. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

v. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2013 through June 30, 2014 shall be One hundred thirty-one thousand Four hundred and seventy dollars and 36 cents (\$131,470.36) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2013, 2) October 1 – December 31, 2013, 3) January 1 – March 31, 2014, and 4) April 1 – June 30, 2014. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

vi. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2014 through June 30, 2015 shall be One hundred thirty-eight thousand and forty-three dollars and no cents (\$138,043.00) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2014, 2) October 1 – December 31, 2014, 3) January 1 – March 31, 2015, and 4) April 1 – June 30, 2015. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

vii. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2015 through June 30, 2016 shall be one hundred forty-two thousand, one hundred and eighty-four dollars and twenty-five cents (\$142,184.25) and shall be invoiced quarterly for the following time periods: 1) July 1 – September 30, 2015, 2) October 1 – December 31, 2015, 3) January 1 – March 31, 2016, and 4) April 1 – June 30, 2016. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

viii. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2016 through December 31, 2018 shall be three hundred and seventy-four thousand nine hundred and seventy-seven dollars and thirty-six cents (\$374,977.36) and shall be invoiced quarterly for the following time periods for July 1, 2016 to June 30, 2017: 1) July 1 – September 30, 2016, 2) October 1 – December 31, 2016, 3) January 1 – March 31, 2017, and 4) April 1 – June 30, 2017; for the following time periods for July 1, 2017 to June 30, 2018: 1) July 1 – September 30, 2017, 2) October 1 – December 31, 2017, 3) January 1 – March 31, 2018, and 4) April 1 – June 30, 2018; and for the following time periods for July 1, 2018 to December 31, 2018: 1) July 1 – September 30, 2018, 2) October 1 – December 31, 2018. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

ix. As outlined in Appendix B-8, the fixed fee for the option period of six months from January 1, 2019 to June 30, 2019 shall be seventy-seven thousand six hundred and eighty four dollars and thirty cents (\$77,684.30): 1) January 1 – March 31, 2019, and 2) April 1 – June 30, 2019. Each invoice will be submitted 30 days prior to the beginning of the quarter and will be due on the last day of the preceding quarter.

**Payment Requests** should be sent to:  
City & County of San Francisco  
Controller's Office – Central Finance  
Attention: Jerry Wong  
1 Dr. Carlton B. Goodlett Place, Room 482  
San Francisco, CA 94102

4.2. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

4.3. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

**2c. Section 24.** Section 24, "Notice to the Parties," of the Agreement is hereby replaced in its entirety as follows:

**24. Notice to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Joyce Kimotsuki  
Controller's Office  
1 Dr. Carlton B. Goodlett Place, Room 306  
San Francisco, CA 94102  
[Joyce.Kimotsuki@sfgov.org](mailto:Joyce.Kimotsuki@sfgov.org)

To Contractor: Cogsdale Corporation  
Attn. Terry Ridyard, Executive Vice President  
2 Lower Malpeque Rd, Lower Level  
Charlottetown, PE, Canada C1E 1R4  
[TRidyard2@harriscomputer.com](mailto:TRidyard2@harriscomputer.com)

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

**2d. Appendix B-8.** Appendix B-8 ("Calculation of Charges") as attached is hereby added to the Agreement and hereby replaces "Appendix B-7."

**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**

Recommended by:

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**Todd Rydstrom**  
Deputy Controller  
Controller

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:

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**Rosa M. Sánchez**  
Deputy City Attorney

Approved:

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**Jaci Fong**  
Director of the Office of Contract  
Administration, and Purchaser

Appendices:  
B-8: Calculation of Charges

**CONTRACTOR**

**Cogsdale Corporation**

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**Terry Ritzard**  
Executive Vice President

City vendor number: **89618**

**Appendix B-8**  
**Calculation of Charges**

In accordance with Section 4 of this Agreement, the Contractor's total compensation under this Agreement is detailed below. In no event shall the total costs under this Agreement exceed the amount provided in Section 4 of this Agreement.

**Maintenance Fees, 7/1/06 to 6/30/07**

<b>Module</b>	<b>6-Month Fee</b>
FAMIS (including RIMS)	\$22,973
ADPICS	19,144
FAACS	4,961
Labor Distribution	4,595
SYSTEMWIDE	3,829
Stargaze GUI	4,500
Performance Executive	12,500
<b>Total</b>	<b>\$72,502</b>

**Maintenance Fees, 7/1/07 to 6/30/08**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 55,136	\$ 13,784.00
Asset Management	9,922	2,480.50
Purchasing	38,288	9,572.00
System Wide	7,658	1,914.50
Client GUI	11,601	2,900.25
	<b>\$ 122,605</b>	<b>\$ 30,651.25</b>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2007
Payment #2	October 1, 2007
Payment #3	January 1, 2008
Payment #4	April 1, 2008

**Maintenance Fees, 7/1/08 to 6/30/09**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 57,893	\$ 14,473.25
Asset Management	10,418	2,604.50
Purchasing	40,202	10,050.50
System Wide	8,041	2,010.25
Client GUI	12,181	3,045.25
	<b>\$ 128,735</b>	<b>\$ 32,183.75</b>



**Appendix B-8  
Calculation of Charges**

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2008
Payment #2	October 1, 2008
Payment #3	January 1, 2009
Payment #4	April 1, 2009

**Maintenance Fees, 7/1/09 to 6/30/10**

Module	Annual Fee	Quarterly Fee
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 54,997	\$ 13,749.25
Asset Management	9,898	2,474.50
Purchasing	38,192	9,548.00
System Wide	7,639	1,909.75
Client GUI	11,572	2,893.00
	<b>\$ 122,298</b>	<b>\$ 30,574.50</b>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2009
Payment #2	October 1, 2009
Payment #3	January 1, 2010
Payment #4	April 1, 2010

**Maintenance Fees, 7/1/10 to 6/30/11**

Module	Annual Fee	Quarterly Fee
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 54,997	\$ 13,749.25
Asset Management	9,898	2,474.50
Purchasing	38,192	9,548.00
System Wide	7,639	1,909.75
Client GUI	11,572	2,893.00
	<b>\$ 122,298</b>	<b>\$ 30,574.50</b>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2010
Payment #2	October 1, 2010
Payment #3	January 1, 2011
Payment #4	April 1, 2011

**Appendix B-8**  
**Calculation of Charges**

**Maintenance Fees, 7/1/11 to 6/30/12**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 54,997	\$ 13,749.25
Asset Management	9,898	2,474.50
Purchasing	38,192	9,548.00
System Wide	7,639	1,909.75
Client GUI	11,572	2,893.00
	<b>\$ 122,298</b>	<b>\$ 30,574.50</b>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2011
Payment #2	October 1, 2011
Payment #3	January 1, 2012
Payment #4	April 1, 2012

**Maintenance Fees, 7/1/12 to 6/30/13**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 59,122.76	\$ 14,780.69
Asset Management	10,640.44	2,660.11
Purchasing	41,054.24	10,263.56
System Wide	8,212.92	2,053.23
Client GUI	12,440.00	3,110.00
	<b>\$ 131,470.36</b>	<b>\$ 32,867.59</b>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2012
Payment #2	October 1, 2012
Payment #3	January 1, 2013
Payment #4	April 1, 2013

**Appendix B-8**  
**Calculation of Charges**

**Maintenance Fees, 7/1/13 to 6/30/14**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 59,122.76	\$ 14,780.69
Asset Management	10,640.44	2,660.11
Purchasing	41,054.24	10,263.56
System Wide	8,212.92	2,053.23
Client GUI	12,440.00	3,110.00
	<b>\$ 131,470.36</b>	<b>\$ 32,867.59</b>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2013
Payment #2	October 1, 2013
Payment #3	January 1, 2014
Payment #4	April 1, 2014

**Maintenance Fees, 7/1/14 to 6/30/15**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 62,078.02	\$ 15,519.50
Asset Management	11,172.46	2,793.12
Purchasing	43,106.95	10,776.74
System Wide	8,623.57	2,155.89
Client GUI	13,062.00	3,265.50
	<b>\$ 138,043.00</b>	<b>\$ 34,510.75</b>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2014
Payment #2	October 1, 2014
Payment #3	January 1, 2015
Payment #4	April 1, 2015

**Maintenance Fees, 7/1/15 to 6/30/16**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 63,983.16	\$15,995.79
Asset Management	11,374.65	2,843.66
Purchasing	45,498.91	11,374.73
System Wide	8,531.00	2,132.75
Client GUI	12,796.53	3,199.13
	<b>\$142,184.25</b>	<b>\$35,546.06</b>

**Appendix B-8  
Calculation of Charges**

<b>Quarterly Fee Payment Schedule</b>	
Payment #1	July 1, 2015
Payment #2	October 1, 2015
Payment #3	January 1, 2016
Payment #4	April 1, 2016

**Maintenance Fees, 7/1/16 to 6/30/17**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 65,902.66	\$16,475.66
Asset Management	11,715.89	2,928.97
Purchasing	46,863.88	11,715.97
System Wide	8,786.93	2,196.73
Client GUI	13,180.43	3,295.11
	<b>\$146,449.77</b>	<b>\$36,612.44</b>

<b>Quarterly Fee Payment Schedule</b>	
Payment #1	July 1, 2016
Payment #2	October 1, 2016
Payment #3	January 1, 2017
Payment #4	April 1, 2017

**Maintenance Fees, 7/1/17 to 6/30/18**

<b>Module</b>	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 67,879.74	\$16,475.66
Asset Management	12,067.37	2,928.97
Purchasing	48,269.80	11,715.97
System Wide	9,050.54	2,196.73
Client GUI	13,575.84	3,295.11
	<b>\$150,843.29</b>	<b>\$37,710.82</b>

<b>Quarterly Fee Payment Schedule</b>	
Payment #1	July 1, 2017
Payment #2	October 1, 2017
Payment #3	January 1, 2018
Payment #4	April 1, 2018

**Appendix B-8  
Calculation of Charges**

**Maintenance Fees, 7/1/18 to 12/31/18**

<b>Module</b>	<b>Six Month Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 34,958.06	\$17,479.03
Asset Management	6,214.70	3,107.35
Purchasing	24,858.94	12,429.48
System Wide	4661.04	2,330.52
Client GUI	6,991.56	3,495.78
	<b>\$77,684.30</b>	<b>\$38,842.15</b>

<b>Quarterly Fee Payment Schedule</b>	
Payment #1	July 1, 2018
Payment #2	October 1, 2018

**OPTIONAL SIX MONTHS:  
Maintenance Fees, 01/01/19 to 6/30/19**

<b>Module</b>	<b>Optional Six Month Fee</b>	<b>Quarterly Fee</b>
Accounting (FAMIS, RIMS, & Labor Distribution)	\$ 34,958.06	\$17,479.03
Asset Management	6,214.70	3,107.35
Purchasing	24,858.94	12,429.48
System Wide	4,661.04	2,330.52
Client GUI	6,991.56	3,495.78
	<b>\$77,684.30</b>	<b>\$38,842.15</b>

<b>Quarterly Fee Payment Schedule</b>	
Payment #1	January 1, 2019
Payment #2	April 1, 2019