

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

Eighth Amendment

THIS AMENDMENT (this "Amendment") is made as of **May 15, 2015**, 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, and
Seventh Amendment,	dated June 16, 2014.

1b. Contract Monitoring Division. 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 the 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, 2015.

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 June 30, 2016.

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-6, City shall pay the price listed in Appendix B-6 for Support Services for that piece of Software. However, in no event shall the amount of this Agreement exceed One Million, One Hundred Sixty-Four Thousand, Two Hundred and Twenty-One Dollars and Seventy-Two cents (\$1,164,221.72). This amount is a fixed fee for all Support Services.

As outlined in Appendix B-6, 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-6, 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-6, 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-6, 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-6, 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-6, 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.

Payment Requests should be sent to:
San Francisco City Hall
Controller's Office – Accounting Operations & Systems Division
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-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.

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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.

2c. Section 16. Insurance. Section 16, "Insurance," of the Agreement is hereby replaced in its entirety to read as follows:

16. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property

Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

2d. 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

To Contractor: Cogsdale Corporation
Attn. Kelly Dawson, Executive Vice President
14 MacAleer Drive, Suite 5
Charlottetown, PE, Canada C1E 2A1
kdawson@cogsdale.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.

2e. Appendix B-7. Appendix B-7 ("Calculation of Charges") as attached is hereby added to the Agreement and hereby replaces "Appendix B-6".


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

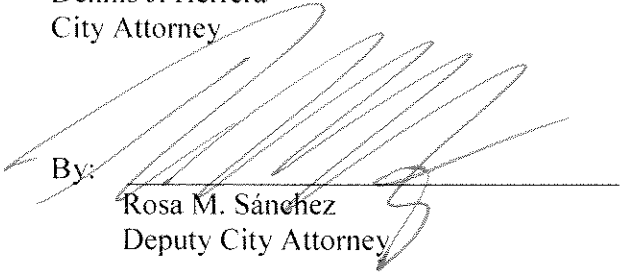
Recommended by:



Todd Rydstrom
Deputy Controller
Controller

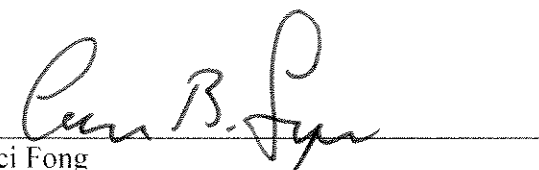
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Rosa M. Sánchez
Deputy City Attorney

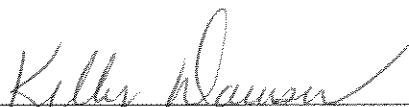
Approved:



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

CONTRACTOR

Cogsdale Corporation



Kelly Dawson
Executive Vice President
14 MacAleer Drive, Suite 5
Charlottetown, PE, Canada C1E 2A1

City vendor number: **89618**

Appendix B-7
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

Module	6-Month Fee
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
Total	\$72,502

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

Module	Annual Fee	Quarterly Fee
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
	\$ 122,605	\$ 30,651.25

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

Module	Annual Fee	Quarterly Fee
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
	\$ 128,735	\$ 32,183.75

Appendix B-7
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
	\$ 122,298	\$ 30,574.50

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
	\$ 122,298	\$ 30,574.50

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-7
Calculation of Charges**

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

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
	\$ 122,298	\$ 30,574.50

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

Module	Annual Fee	Quarterly Fee
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
	\$ 131,470.36	\$ 32,867.59

Quarterly Fee Payment Schedule

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

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

Module	Annual Fee	Quarterly Fee
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
	\$ 131,470.36	\$ 32,867.59

Appendix B-7
Calculation of Charges

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

Module	Annual Fee	Quarterly Fee
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
	\$ 138,043.00	\$ 34,510.75

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

Module	Annual Fee	Quarterly Fee
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
	\$142,184.25	\$35,546.06

Quarterly Fee Payment Schedule

Payment #1	July 1, 2015
Payment #2	October 1, 2015
Payment #3	January 1, 2016
Payment #4	April 1, 2016