

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

Sixth Amendment

THIS AMENDMENT (this "Amendment") is made as of June 25, 2012 in San Francisco, California, by and between **Cogsdale Holdings Ltd.** ("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,
Fourth Amendment,	dated June 12, 2009, and
Fifth Amendment,	dated June 16, 2011.

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 2. Section 2, Term of the Agreement, currently reads as follows:

Subject to Section 2, the term of this Maintenance Agreement shall be from July 1, 2006 to June 30, 2012.

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

Subject to Section 2, the term of this Maintenance Agreement shall be from July 1, 2006, to June 30, 2014.

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

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-4, City shall pay the price listed in Appendix B-4 for Support Services for that piece of Software. However, in no event shall the amount of this Agreement exceed Seven Hundred Sixty Three Thousand, Two Hundred and Thirty Eight Dollars and no cents (\$763,238). This amount is a fixed fee for all Support Services.

As outlined in Appendix B-4, 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-4, 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-4, 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.

Payment Requests should be sent to:
Controller's Office - CSA Operations
1 Dr. Carlton B. Goodlett Place, City Hall, Rm 388
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:

4.1. 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-5, City shall pay the price listed in Appendix B-5 for Support Services for that piece of Software. However, in no event shall the amount of this Agreement exceed One Million, Twenty-Six Thousand, One Hundred and Seventy-Eight Dollars and Seventy-Two cents (\$1,026,178.72). This amount is a fixed fee for all Support Services.

As outlined in Appendix B-5, 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-5, 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-5, 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-5, 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-5, 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.

Payment Requests should be sent to:

Controller's Office - Contracts

1 Dr. Carlton B. Goodlett Place, City Hall, Rm 306

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. Appendix B-5. Appendix B-5 ("Calculation of Charges") as attached is hereby added to the Agreement and hereby replaces "Appendix B-4."

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:

Cogsdale Holdings Ltd.



Monique Zmuda
Deputy Controller
Controller

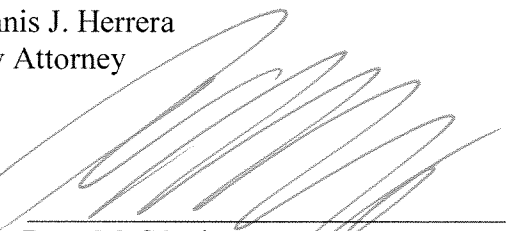


Kelly Dawson
Chief Operating Officer
14 MacAleer Drive, Suite 5
Charlottetown, PE, Canada C1E 2A1


City vendor number: 78223

Approved as to Form:

Dennis J. Herrera
City Attorney


By: _____
Rosa M. Sánchez
Deputy City Attorney

Approved:



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

Appendix B-5

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

Appendix B-5

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

Quarterly Fee Payment Schedule

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

Appendix B-5

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-5

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

Appendix B-5

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

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