

1 [Agreement Amendment - Cogsdale Corporation - Software Maintenance, FAMIS Project -
2 Maximum Expenditure of \$1,759,067.62]

3 **Resolution authorizing the Controller to enter into the Ninth Amendment of a Software**
4 **Maintenance Agreement with Cogsdale Corporation, for perpetual software**
5 **maintenance services for the Controller’s Financial Accounting and Management**
6 **Information System (“FAMIS”) Project, extending the contract term of July 1, 2006,**
7 **through June 30, 2016, up to three years through June 30, 2019, and increasing the**
8 **maximum expenditure for the Ninth Amendment up to \$452,661.65, and a total contract**
9 **amount up to \$1,759,067.62.**

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11 WHEREAS, On July 1, 2006, the City and County of San Francisco (“City”), acting
12 through its Controller entered into an agreement with Cogsdale Corporation (“Cogsdale”), for
13 perpetual software maintenance services for the FAMIS Project (“Agreement”); and

14 WHEREAS, The initial software maintenance term was for six months, renewable bi-
15 annually at the City’s option, and the initial maximum expenditure was for \$72,502.00; and

16 WHEREAS, The Controller and Cogsdale amended the Agreement by the First
17 Amendment, dated Feb 1, 2007; Second Amendment, dated July 1, 2007; Third Amendment,
18 dated April 7, 2008; Fourth Amendment, dated June 12, 2009; Fifth Amendment, dated June
19 16, 2011; Sixth Amendment, dated June 25, 2012; Seventh Amendment, dated June 16,
20 2014; and Eighth Amendment, dated May 15, 2015, extending the software maintenance
21 services term to June 30, 2016, and increasing the maximum expenditure to \$1,306,405.97;
22 and

23 WHEREAS, By the Ninth Amendment the Controller and Cogsdale have agreed to
24 extend the software maintenance services term up to June 30, 2019, and increase the
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1 maximum expenditure up to \$452,661.65 to \$1,759,067.62, for continued software
2 maintenance services; and

3 WHEREAS, The Controller has determined that it is in the best interests of the City to
4 extend the term of the Agreement beyond ten years and increase the maximum expenditure
5 to \$1,759,067.62, so that the City may continue to receive software maintenance services for
6 the FAMIS Project; and

7 WHEREAS, Charter, Section 9.118(b), "Contract and Lease Limitations," requires
8 Board of Supervisors' approval of any contract having a term in excess of ten years or
9 requiring anticipated expenditures by the City of \$10,000,000; and

10 WHEREAS, The Ninth Amendment is on file with the Clerk of the Board of Supervisors
11 in File No 160315, which is hereby declared to be a part of this resolution as if set forth fully
12 herein; and, therefore, be it

13 RESOLVED, That the Board of Supervisors approves the Ninth Amendment to the
14 Agreement with Cogsdale; and, be it

15 FURTHER RESOLVED, That upon execution of the Ninth Amendment, the Controller
16 shall transmit to the Clerk of the Board of Supervisors a copy of the Ninth Amendment, for
17 inclusion in File No. 160315.

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