



# MEMORANDUM

**TO:** Angela Calvillo, Clerk of the Board  
Board of Supervisors

**FROM:** Janice Craig, Sr. Contracts Analyst, ADM Division, CON (415) 554-7536 *DC*

**DATE:** 7/1/2016

**SUBJECT:** Cogsdale Corporation, 9th Amendment  
BOS File No. 160315  
RESOLUTION NO. 191-16 *Revised*

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Per BOS Board Resolution No. 191-16, attached is a copy of the executed Ninth Amendment of the Software Maintenance Agreement with Cogsdale Corporation.

An electronic copy of this Amendment will be transmitted shortly via e-mail.

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**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.

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.

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.

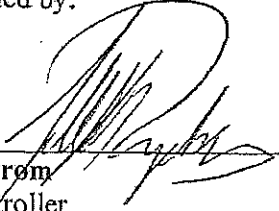
viii. As outlined in Appendix B-8, the fixed fee for the time period July 1, 2016 through December 31, 2018 shall be three hundred and seventy-four thousand nine hundred and seventy-seven dollars and thirty-six cents (\$374,977.36) and shall be invoiced quarterly for the following time periods for July 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.

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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

**CITY**

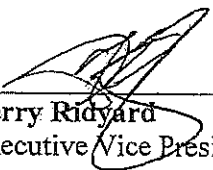
Recommended by:



Todd Rydstrom  
Deputy Controller  
Controller

**CONTRACTOR**

**Cogsdale Corporation**

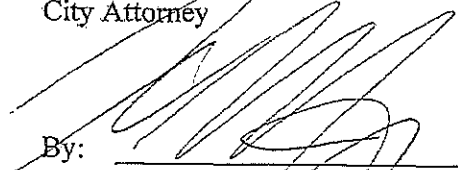


Terry Ridyard  
Executive Vice President

City vendor number: 89618

Approved as to Form:

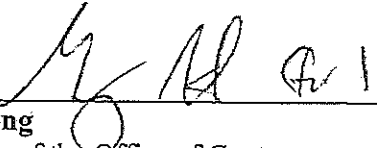
Dennis J. Herrera  
City Attorney



By:

Rosa M. Sánchez  
Deputy City Attorney

Approved:



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

Appendices:

B-8: Calculation of Charges

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PURCHASING DEPARTMENT

**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, 7/1/13 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
	<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**

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
	<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**

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
	<b>\$142,184.25</b>	<b>\$35,546.06</b>

**Appendix B-8  
Calculation of Charges**

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

Module	Six Month Fee	Quarterly Fee
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>

**Quarterly Fee Payment Schedule**

Payment #1	July 1, 2018
Payment #2	October 1, 2018

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

Module	Optional Six Month Fee	Quarterly Fee
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>

**Quarterly Fee Payment Schedule**

Payment #1	January 1, 2019
Payment #2	April 1, 2019