

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

Tenth Amendment

THIS AMENDMENT (this “Amendment”) is made as of November 27, 2016, in San Francisco, California, by and between JobAps, Inc. (“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, increase the contract amount, and update standard contractual clauses;

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 November 27, 2006 between Contractor and City, as amended by the:

First Amendment,	dated January 20, 2009, and
Second Amendment,	dated December 1, 2009, and
Third Amendment,	dated January 3, 2011, and
Fourth Amendment,	dated August 1, 2011, and
Fifth Amendment,	dated January 1, 2012, and
Sixth Amendment,	dated August 7, 2012, and
Seventh Amendment,	dated January 1, 2013, and
Eight Amendment,	dated November 1, 2013, and
Ninth Amendment,	dated December 1, 2014.

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 of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2016.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2018.

2b. Section 5. Section 5, Compensation of the Agreement currently reads as follows:

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed one million, six hundred twenty four thousand and six hundred and seventy dollars (\$1,624,670). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," and B-7 "Additional Calculation of Charges", and B-8 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

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

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed two million, two hundred thirty-seven thousand and

twenty dollars and no cents (\$2,237,020.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," B-7 "Additional Calculation of Charges", B-8 "Additional Calculation of Charges" and B-9 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4 and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2c. Appendix B-9. Appendix B-9, Additional Calculation of Charges, is hereby added and incorporated to this Agreement as though fully set forth herein.

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:

JobAps, Inc.

Todd Rydstrom
Deputy Controller
Office of the Controller



Jenna Berg, Ph.D., CEO
1604 State Street
Santa Barbara, CA 93101

City vendor number: 69933

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Gustin R. Guibert
Deputy City Attorney

Approved:

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

Appendix B-9: Additional Calculation of Charges

APPENDIX B-9 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not-to-exceed amount provided in Section 5 of this Agreement.

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4, and A-5:

	Total Support Cost
Base Annual Fee November 27, 2016 - November 26, 2017	\$252,000
Base Annual Fee November 27, 2017 - November 26, 2018	\$264,600
Grand Total	\$516,600

Annual Maintenance to Support Customizations

SOW #1 – PO DPRD13000128	\$2,500
SOW #2 – PO DPRD13000129	\$2,500
SOW #3 – PO DPRD13000139 – Integration/Requisition Modifications	\$2,500
SOW #3 – PO DPRD13000139 – Requisition Positions Module	\$7,500
SOW #4 – PO DPRD13000140	\$2,500
SOW #5 – DPRD14000023	\$2,500
2014 Request to Hire SOWs	\$6,000
2015 Hired Interface SOW	\$2,475
2015 FreeNames SOW	\$6,250
2015 Request to Hire SOW	\$1,250
2016 Additional Referral Questionnaire SOW	\$5,000
2016 Application Redaction SOW	\$2,700
2016 Referral Process Enhancements SOW	\$4,200
Grand Total	\$47,875