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

Sixth Amendment

THIS AMENDMENT (this "Amendment") is made as of August 7, 2012, 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 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 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.

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

    Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred and forty-three thousand dollars and no cents ($643,000). 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", and B-4 "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 shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred and forty-three thousand dollars and no cents ($693,000). 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" and B-5, "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.

2b. **Appendix B-5.** Appendix B-5, 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 August 2, 2012.

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.
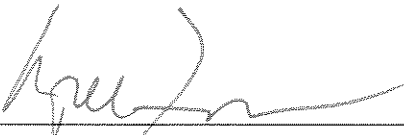
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.
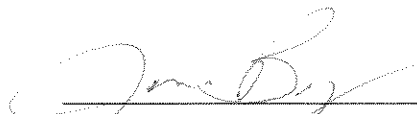
CITY

Recommended by:
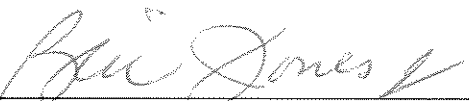
Monique Zmuda
Deputy Controller
Office of the Controller

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

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
~~100 West Arrallaga St.~~ 1604 STATE ST
Santa Barbara, CA 93101

City vendor number: 69933

APPENDIX B-5 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
January 1, 2012 - December 31, 2012	**$ 50,000**

Additional adjusted volume pricing for hosting, maintenance and professional services, which includes:

1. Physical Hardware to triple the current shared capacity allocated to CCSF including top-of-the-line web servers, database servers, SAN (Storage Area Network), Attached Storage, File Servers, DNS and Load balancing and other related servers
2. Allocation for increased bandwidth
3. Hardware and bandwidth allocation for replication site in Nevada Nap at a geographically distinct site
4. Human resources to manage all of the above hardware and associated software and all maintenance, back-up, replication, and hosting needs
5. JobAps Software Technical Support and Maintenance and ongoing enhancements to accommodate the increased load
6. Additional storage resources for managing all JobAps data including live data, audit data, uploaded attachments, back-up data and all code and other files