

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

**Eighth Amendment**

THIS AMENDMENT (this "Amendment") is made as of November 1, 2013, 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 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 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.

**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 December 31, 2013.

**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 December 31, 2014.

**2b. 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 eight hundred ninety thousand, one hundred and three dollars (\$890,103). 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," and B-6 "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 one million, one hundred twenty-seven and eight hundred twenty-five dollars (\$1,127,825). 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" 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-7.** Appendix B-7, 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 November 1, 2013.

**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.

  
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Monique Zmuda  
Deputy Controller  
Office of the Controller

  
\_\_\_\_\_  
Jenna Berg, Ph.D., CEO  
100 West Arrallaga St.  
Santa Barbara, CA 93101

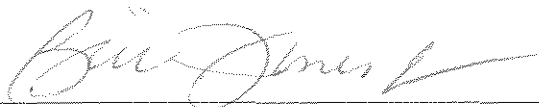
City vendor number: 69933

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-7 Additional Calculation of Charges

## APPENDIX B-7 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 January 1, 2014 - December 31, 2014 \$197,103 Fee for 2013 plus 7.5%	\$211,886*
2013 SOW 1-5 Jan 1-Dec 31,2014 Annual Maintenance = \$20,000	\$20,000**
2013 SOW3-5 Aug 12, 2013 to Dec 31, 2013 = \$15,000*142/365=\$5,836	\$5,836**
<b>Grand Total</b>	<b>\$237,722</b>

### \*Volume increase met projections for 2013 at 260,000 applications

Historic Application volumes for CCSF are:

2007 61,818

2008 83,773

2009 108,850

2010 100,194

2011 141,786

2012 203,298

2013 260,000 projection based on approx. 215,000 from 1/1/2013 to 10/1/2013

### \*\*2013 SOW Maintenance Detail: GoLive: August 12, 2013

SOW#1 – PO: DPRD13000128

Annual Maintenance: \$2,500 from Jan 1, 2014 to Dec 31, 2014

SOW#2 – PO: DPRD13000129

Annual Maintenance: \$2,500 from Jan 1, 2014 to Dec 31, 2014

SOW#3 – DPRD13000139

Annual Maintenance For Integration/Requisition modifications: \$2,500 starting at GoLive

Annual Maintenance for Requisition Positions Module: \$7,500 per year starting at GoLive.

SOW#4 – DPRD13000140

Annual Maintenance: \$2,500 starting at GoLive.

SOW#5 - DPRD14000023

Annual Maintenance: \$2,500 starting at GoLive.