

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and GOVERNMENTJOBS.COM, INC. (d/b/a “NEOGOV”), a California corporation (“Consultant”) is effective as of the 1st day of October 1, 2023, except where otherwise indicated herein.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 15, 2019 (“Agreement”), as amended, whereby Consultant agreed to provide certain software subscription services to City relating to recruitment and selection of employment candidates.

B. On August 15, 2022, City and Consultant entered into Amendment No. 1 to the Agreement, exercising City’s option to extend the term of the Agreement for a two-year extension period, thereby extending the term expiration date from August 15, 2022 to August 15, 2024, with compensation for the extension period not to exceed \$14,701.92 per year (\$29,403.84 total), and increasing the Contract Sum by \$29,403.84, from \$44,105.76 to \$73,509.60.

C. Pursuant to Section 3.4 of the Agreement (as amended by Amendment No. 1), the initial three-year term of the Agreement is scheduled to expire on August 15, 2024.

D. The Agreement erroneously stated that certain software subscription services were provided under the Agreement which were not in fact provided under the Agreement. The parties now desire to correct those erroneous provisions, retroactive to the effective date of the Agreement. Additionally, City and Consultant now desire to amend the Agreement to: (i) extend the term of the Agreement through September 30, 2026; (ii) add the additional products/services set forth herein commencing as of October 1, 2023; and (iii) increase the not-to-exceed contract sum by \$325,980.02, from \$73,509.60 to \$399,489.62.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text is shown in ***bold italics***, deleted text in ~~strikethrough~~).

A. Section 2.1 (“Contract Sum”) is hereby amended as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for the term of this Agreement ***from August 15, 2019 through September 30,***

~~2026, from August 15, 2019 to August 14, 2022,~~ shall not exceed ~~Seventy-Three Thousand Five Hundred Nine Dollars and Sixty Cents (\$73,509.60)~~ **Three Hundred Ninety-Nine Thousand Four Hundred Eighty-Nine Dollars and Sixty-Two Cents (\$399,489.62)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4 (“Term”) is hereby amended as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect **through September 30, 2026** ~~for five (5) years from the date hereof.~~”

C. Subsection (A) of Section I of Exhibit “A” (“Scope of Services”) is amended as follows:

“A. Provide the City with subscriptions to the following software programs of Consultant:

1. Insight Enterprise Edition (“IN”)
2. Governmentjobs.com Job Posting (“GJC”)
3. Perform (“PE”) (**commencing October 1, 2023**)
4. Onboard (“ON”) (**commencing October 1, 2023**)
5. Learn (“LE”) (**commencing October 1, 2023**)
6. **eForms** ~~NEOGOV Integrations~~ (**commencing October 1, 2023**)
7. **PowerPolicy** (**commencing October 1, 2023**)
8. **Position Import** (**commencing October 1, 2023**)
9. **Single Sign On** (**commencing October 1, 2023**)
10. **Employee Import** (**commencing October 1, 2023**)
11. **Candidate Text Messaging** (**commencing October 1, 2023**)
12. **New Hire Export** (**commencing October 1, 2023**)”

D. Subsection (B) of Section I of Exhibit “A” is amended to delete the description of services for NEOGOV Integrations (subparagraph 6) and add the following descriptions of services for eForms, PowerPolicy, Position Import, Single Sign On, Employee Import, Candidate Text Messaging, and New Hire Export as new subparagraphs 6-12, respectively, as follows, and to renumber existing subparagraphs 7 through 9 accordingly:

eForms: A digital platform designed to streamline and automate the process of creating, managing, and distributing electronic forms. The platform offers features like drag-and-drop form builders, pre-built templates, and workflows, allowing for seamless data collection and processing.

PowerPolicy: A centralized platform to create, distribute, and update policies and procedures. The platform allows for the creation of policy templates, version control, automated notifications, and acknowledgement tracking. It also provides reporting and auditing capabilities to ensure accountability and monitor policy adherence across the agency.

Position Import: NEOGOV can import an ongoing update of position data from your HRIS/ERP system to the NEOGOV platform. This data will be used to populate the requisition form and hire form with position information. It will also update the position tables across the rest of the NEOGOV platform.

Single Sign On: NEOGOV offers a single sign-on (SSO) solution that allows users to be securely authenticated and logged into NEOGOV applications without having to re-enter their credentials. This is made possible by delegating identification of the logged in user to the customer's network.

Employee Import: NEOGOV can import an ongoing update of employee data from your HRIS/ERP system to the NEOGOV platform. All files are to be placed in the Customer's 'Inbound' folder on the NEOGOV SFTP server. NEOGOV retrieves the files from the SFTP server and then imports the data into the NEOGOV platform.

Candidate Text Messaging: Enables the ability to send text messages to candidates through the Insight product. Employers can send automated messages to candidates, such as interview invitations, application status updates, and reminders for upcoming appointments.

New Hire Export: NEOGOV automatically exports a file of hires to be sent to an SFTP site for processing into your HRIS/ERP system. Hires include any new hires, rehires, or promotions that have been entered into Insight. The data exported is configurable to include the Insight fields that you specify.

E. Section I of Exhibit "C" ("Schedule of Compensation") is amended as follows:

"I. Consultant shall perform the following tasks at the following rates:

			SUB-BUDGET (THROUGH SEPTEMBER 30, 2026 INITIAL 3 YEAR TERM)
A.	TASK IN SUBSCRIPTION	RATE (ANNUAL) \$13,389.42 <i>through August 15, 2024; \$14,783.34 from August 15, 2024 through September 30, 2025; \$13,751.74 from October 1, 2025 through September 30, 2026</i>	\$95,482.18 40,168.26
B.	GJC SUBSCRIPTION	\$1,312.50 <i>through August 15, 2024; \$2,641.46 from August 15, 2024 through September 30, 2025; \$2,457.13 from October 1, 2025 through September 30, 2026</i>	\$11,661.09 3,937.50
C.	ON SUBSCRIPTION	INCLUDED <i>Commences October 1, 2023 (see Section III)</i>	\$33,207.95 N/A
D.	PE SUBSCRIPTION	INCLUDED <i>Commences October 1, 2023 (see Section III)</i>	\$55,899.65 N/A
E.	LE SUBSCRIPTION	INCLUDED <i>Commences October 1, 2023 (see Section III)</i>	\$68,887.80 N/A

F.	<i>eForms Subscription</i> NEOGOV INTEGRATIONS SUBSCRIPTION	INCLUDED <i>Commences</i> <i>October 1, 2023</i> <i>(see Section III)</i>	N/A <i>\$45,383.40</i>
G.	<i>PowerPolicy Subscription</i>	<i>Commences</i> <i>October 1, 2023</i> <i>(see Section III)</i>	<i>\$45,383.40</i>
H.	<i>Position Import</i> <i>Subscription</i>	<i>Commences</i> <i>October 1, 2023</i> <i>(see Section III)</i>	<i>\$13,412.20</i>
I.	<i>Single Sign On Subscription</i>	<i>Commences</i> <i>October 1, 2023</i> <i>(see Section III)</i>	<i>\$6,495.90</i>
J.	<i>Employee Import</i> <i>Subscription</i>	<i>Commences</i> <i>October 1, 2023</i> <i>(see Section III)</i>	<i>\$13,412.20</i>
K.	<i>Candidate Text Messaging</i> <i>Subscription</i>	<i>Commences</i> <i>October 1, 2023</i> <i>(see Section III)</i>	<i>\$3,012.15</i>
L.	<i>New Hire Export (IN+ON</i> <i>Data Subscription)</i>	<i>Commences</i> <i>October 1, 2023</i> <i>(see Section III)</i>	<i>\$7,251.70</i>

F. Section III of Exhibit “C” (“Schedule of Compensation”) is hereby amended as follows:

“III. A. The total compensation for the Services shall not exceed the following annual amounts:

Contract Period	Year/Service	Not-to-Exceed Amount
1 (August 15, 2019 – August 14, 2020) (<i>IN & GJC</i>)		\$14,701.92

2 (August 15, 2020 – August 14, 2021) (<i>IN & GJC</i>)	\$14,701.92
3 (August 15, 2021 – August 14, 2022) (<i>IN & GJC</i>)	\$14,701.92
Total (Initial Three Year Term)	\$44,105.76
(Optional) — Extension Period Year	Not to Exceed Amount
4 † (August 15, 2022 – August 14, 2023) (<i>IN & GJC</i>)	\$14,701.92
5 (August 15, 2023 – August 14, 2024) (<i>IN & GJC</i>)	\$14,701.92
6 (August 15, 2024 – September 30, 2025) (<i>IN & GJC</i>)	\$17,424.80
7 (October 1, 2023 – September 30, 2024) (all services other than <i>IN & GJC</i>)	\$93,215.60
8 (October 1, 2024 – September 30, 2025) (all services other than <i>IN & GJC</i>)	\$79,652.30
9 (October 1, 2025 – September 30, 2026) (all services)	\$135,687.32
Total (Optional Extension Period)	\$29,403.84

B. The pricing by subscription term for the services other than IN & GJC for the period from October 1, 2023 through September 30, 2026 is as follows:

Service Description	Type	Start Date	End Date	Term Price (USD)
Onboard Subscription	RECURRING	10/1/2023	9/30/2024	\$5,285.20
Onboard Setup	ONE-TIME			\$4,800.00
Perform Subscription	RECURRING	10/1/2023	9/30/2024	\$9,060.40
Perform Setup	ONE-TIME			\$7,200.00
Learn Subscription	RECURRING	10/1/2023	9/30/2024	\$11,476.80
Learn Setup	ONE-TIME			\$7,200.00
eForms Subscription	RECURRING	10/1/2023	9/30/2024	\$7,550.40
eForms Setup	ONE-TIME			\$4,800.00
PowerPolicy Subscription	RECURRING	10/1/2023	9/30/2024	\$7,550.40
PowerPolicy Setup	ONE-TIME			\$4,800.00
Position Import Subscription	RECURRING	10/1/2023	9/30/2024	\$1,323.20
Position Import Setup	ONE-TIME			\$6,300.00
Single Sign On Subscription	RECURRING	10/1/2023	9/30/2024	\$650.40
Single Sign On Setup	ONE-TIME			\$3,000.00
Employee Import Subscription	RECURRING	10/1/2023	9/30/2024	\$1,323.20
Employee Import Setup	ONE-TIME			\$6,300.00
Candidate Text Messaging Subscription	RECURRING	10/1/2023	9/30/2024	\$560.40
New Hire Export (IN+ON Data) Subscription	RECURRING	10/1/2023	9/30/2024	\$735.20
New Hire Export (IN+ON) Setup	ONE-TIME			\$3,300.00

Service Description	Type	Start Date	End Date	Term Price (USD)
Onboard Subscription	RECURRING	10/1/2024	9/30/2025	\$9,249.10
Perform Subscription	RECURRING	10/1/2024	9/30/2025	\$15,855.70
Learn Subscription	RECURRING	10/1/2024	9/30/2025	\$20,084.40
eForms Subscription	RECURRING	10/1/2024	9/30/2025	\$13,213.20
PowerPolicy Subscription	RECURRING	10/1/2024	9/30/2025	\$13,213.20
Position Import Subscription	RECURRING	10/1/2024	9/30/2025	\$2,315.60
Single Sign On Subscription	RECURRING	10/1/2024	9/30/2025	\$1,138.20
Employee Import Subscription	RECURRING	10/1/2024	9/30/2025	\$2,315.60
Candidate Text Messaging Subscription	RECURRING	10/1/2024	9/30/2025	\$980.70
New Hire Export (IN+ON Data) Subscription	RECURRING	10/1/2024	9/30/2025	\$1,286.60

Service Description	Type	Start Date	End Date	Term Price (USD)
Onboard Subscription	RECURRING	10/1/2025	9/30/2026	\$13,873.65
Perform Subscription	RECURRING	10/1/2025	9/30/2026	\$23,783.55
Learn Subscription	RECURRING	10/1/2025	9/30/2026	\$30,126.60
eForms Subscription	RECURRING	10/1/2025	9/30/2026	\$19,819.80
PowerPolicy Subscription	RECURRING	10/1/2025	9/30/2026	\$19,819.80
Position Import Subscription	RECURRING	10/1/2025	9/30/2026	\$3,473.40
Single Sign On Subscription	RECURRING	10/1/2025	9/30/2026	\$1,707.30
Employee Import Subscription	RECURRING	10/1/2025	9/30/2026	\$3,473.40
Candidate Text Messaging Subscription	RECURRING	10/1/2025	9/30/2026	\$1,471.05
New Hire Export (IN+ON Data) Subscription	RECURRING	10/1/2025	9/30/2026	\$1,929.90

G. Section IV of Exhibit “C” (“Schedule of Compensation”) is hereby amended as follows:

“The City will compensate Consultant for the Services upon submission of a valid invoice. Each invoice is to include line items for all fees and charges (as set forth in Section II of this Exhibit “C”) for the applicable subscriptions and services set forth in Exhibit A, including the time period covered. Consultant will submit an invoice to City, within thirty (30) days of effectiveness of this Agreement, containing the charges for Contract Year 1, as set forth in Section II of this Exhibit “C,” and City’s payment processing obligations shall be as set forth in Section 2.4 of this Agreement. Fees and charges for subsequent contract years *or other applicable service periods*, as set forth in Section III of this Exhibit “C,” shall be invoiced within thirty (30) days of commencement of the applicable contract year *or other applicable service period as set forth in said Section III*, and otherwise shall be subject to the provisions of this Section.”

H. Section V of Exhibit “C” (“Schedule of Compensation”) is hereby amended as follows:

“V. The total compensation for the Services shall not exceed **\$399,489.62** ~~\$44,105.76~~ as provided in Section 2.1 of this Agreement.”

I. Section I of Exhibit “D” (“Schedule of Performance”) is hereby amended as follows:

“I. Consultant shall perform all Services timely in accordance with the following schedule:

	<u>Task</u>	<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Setup and Implementation to Full Functionality (IN, GJC, PE ,	N/A	Immediately Upon Effectiveness of Agreement

~~ON, LE, NEOGOV Integrations)~~

B.	<i>Setup and Implementation to Full Functionality (all other services)</i>	N/A	<i>October 1, 2023</i>
C B.	NEOGOV Training, Customer Support	N/A	Ongoing, throughout Term of Agreement”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

GOVERNMENTJOBS.COM, Inc., a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 2120 Park Place, Suite 100
El Segundo, CA 90245

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.