

## AMENDMENT NO. 1

### 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 15th day of August, 2022.

#### RECITALS

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

B. Pursuant to Section 3.4 of the Agreement, the initial three-year term of the Agreement is scheduled to expire on August 15, 2022, and the City has the option to extend the term of the Agreement for one additional two-year extension period.

C. City and Consultant now desire to amend the Agreement to exercise the City’s option to extend the term of the Agreement for one additional 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) as provided in Section III of Exhibit “C” of the Agreement. Accordingly, the City and Consultant also desire to amend the Agreement to increase the Contract Sum by \$29,403.84, from \$44,105.76 to \$73,509.60.

#### 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 ~~initial three-year~~ term of this Agreement, ~~from August 15, 2019 to August 14, 2022,~~ shall not exceed ***Seventy-Three Thousand Five Hundred Nine Dollars and Sixty Cents (\$73,509.60)*** ~~Forty-Four Thousand, One Hundred Five Dollars and Seventy Six Cents (\$44,105.76)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. ~~In the event the City exercises its option to extend the term of the Agreement for the additional two-year period pursuant to Section 3.4, the total compensation, including reimbursement for actual expenses, for said two-~~

~~year option period shall not exceed Twenty Nine Thousand, Four Hundred Three Dollars and Eighty Four Cents (\$29,403.84)."~~

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 ~~for until completion of the services but not exceeding~~ **five (5)** ~~three (3)~~ years from the date hereof. ~~City, at its sole option, may elect to extend the term of this Agreement for one additional two year extension period, by delivering written notice to Consultant of such election not less than thirty (30) days prior to expiration of the initial term of this Agreement."~~

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

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

<b>Contract Year</b>	<b>Not-to-Exceed Amount</b>
1 (August 15, 2019 – August 14, 2020)	\$14,701.92
2 (August 15, 2020 – August 14, 2021)	\$14,701.92
3 (August 15, 2021 – August 14, 2022)	\$14,701.92
<i>Total (Initial Three Year Term)</i>	<i>\$44,105.76</i>
<b>(Optional) Extension Period Year</b>	<b>Not-to-Exceed Amount</b>
4 † (August 15, 2022 – August 14, 2023)	\$14,701.92
5 ‡ (August 15, 2023 – August 14, 2024)	\$14,701.92
<i>Total (Optional Extension Period)</i>	<i>\$29,403.84</i>

follows: D. Section V of Exhibit "C" ("Schedule of Compensation") is hereby amended as follows:

"V. The total compensation for the Services shall not exceed **\$73,509.60** ~~\$44,105.76~~ as provided in Section 2.1 of this 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: Shane Evangelist  
Title: CEO & President

By:  \_\_\_\_\_

Name: Alex Chun  
Title: CFO  
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.**