

9584
Amd 1

**FIRST AMENDMENT TO CONTRACT
Between City of Jacksonville and NEOGOV
(City Contract #9584)**

THIS FIRST AMENDMENT, made and entered as of ~~July~~ ^{Aug} 5, 2014, is by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and GOVERNMENTJOBS.COM, INC., D/B/A. NEOGOV ("NEOGOVS"), a California corporation with offices at 222 N. Sepulveda Blvd. Suite 2000, El Segundo, CA 90245.

WHEREAS, the CITY and NEOGOV entered into that certain Contract for Application Tracking and On-Boarding Services dated as of March 1, 2011 (the "Contract"); and

WHEREAS, pursuant to approval dated July 23, 2012, the CITY's Competitive Sealed Proposal Evaluation Committee approved increasing the maximum indebtedness to \$133,900; and extending the term to May 31, 2013

WHEREAS, pursuant to approval dated April 10, 2014, the CITY's Competitive Sealed Proposal Evaluation Committee approved increasing the maximum indebtedness to \$231,300.00 and extending the term to May 31, 2015; and

WHEREAS, the parties desire to amend the Contract to reflect these understandings and ratify all actions taken to date.

NOW THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Amendment to Section 2 (Compensation). Section 2 of the Contract is hereby replaced in its entirety with the following:

Compensation. In return for the Services, the CITY will pay NEOGOV the fees stated in the Order Form as set forth in Exhibit A to the Contract. Effective June 1, 2014, the Annual Recurring Price for the Services shall be \$50,000. As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness for all products and services under the Contract from March 1, 2011 to May 31, 2015 shall not exceed the sum of TWO HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$231,300.00).

2. Amendment to Section 3 (Term). Section 3 of the Contract is hereby replaced in its entirety with the following:

Term. The Services will commence upon execution of this Contract and shall continue until May 31, 2015 (the "Termination Date"). This Contract may be renewed by the CITY for a one-year period ending May 31, 2016, provided the CITY notifies NEOGOV by May 1, 2015. In the event this Contract is renewed, the Annual Recurring Price shall be paid by June 30, 2015.

3. **Ratification.** The parties stipulate that the Contract has been in force continuously since March 1, 2011 and the parties hereby ratify and approve all actions taken with respect to the Services and the Contract up to the Effective Date of this First Amendment.

4. **Amendment to Order Form.** The prices in the Order Form set forth on Exhibit A to the Contract are amended as follows:

	<u>Item</u>	<u>Annual Recurring Price¹</u>	<u>One-time Price¹</u>
1.0	Insight Enterprise Edition		
	1.1 License Subscription	\$42,000	
	1.2 Provisioning		\$12,000
	1.3 Unlimited Online User Training		\$2,500
2.0	NEOGOV Professional Services		
	2.1 Data Conversion - Active Candidates/Active Volunteers ²		\$10,000
	2.2 New Hire Data Export Integration	\$2,500	\$5,000
	2.3 Class Specification Import from Oracle (one-way)	\$1,800	\$4,000
	2.4 DELETED	N/A	N/A
3.0	Additional NEOGOV Modules		
	3.1 NEOGOVE On-boarding (ON)	WAIVED	N/A
	Subtotal	\$46,300	\$33,500
	Order Total:		\$79,800

5. **Amendment to Section 15 (Notices).** Section 15 of the Contract is amended to provide that a party may change the person and address required for notices to that party, and such changes may be effectuated by email or other writing delivered to the other party specifying the new person and address to whom notices should be sent.

6. **Miscellaneous.** Capitalized terms used in this First Amendment but not defined herein shall be defined as set forth in the Contract. Except as specifically and expressly amended herein, the terms and conditions of the Contract shall remain in full force and effect. This amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

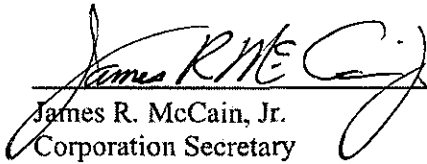
[Signature Page Follows]

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

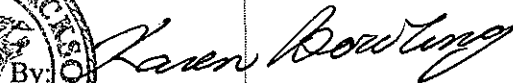
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

ATTEST:

CITY OF JACKSONVILLE


James R. McCain, Jr.
Corporation Secretary

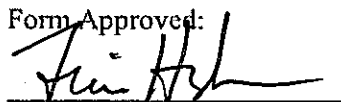


By: 
Alvin Brown, Mayor

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement. This certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in this Contract.

Director of Finance *(see following page)*

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

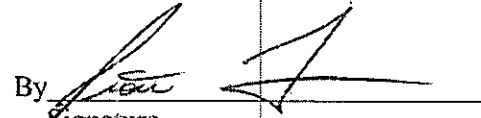
Form Approved:

Office of General Counsel

ATTEST:

GOVERNMENTJOBS.COM, INC.
d/b/a NEOGOV

By _____
Signature

Type/Print Name

By 
Signature

Scott Letourneau
Type/Print Name

pres
Title

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and provision has been made for the payment of the monies provided therein to be paid.



Director of Finance

City Contract 9584 Amd #1

BT