

K22-194

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GOVERNMENTJOBS.COM, INC. (DBA "NEOGOV")

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and GOVERNMENTJOBS.COM, INC., (DBA "**NEOGOV**"), represented Ana Alfaro, Revenue Accounting Manager (the "**Contractor**"). The City and the Contractor may sometimes be referred to individually as a "**Party**" or collectively as the "**Parties**." The Amendment is effective as of February 9, 2022 (the "**Effective Date**").

RECITALS

WHEREAS, on December 16, 2020, the City issued request for proposals No. 962 to qualified contractors under the RFP to provide professional services including a commercial off-the-shelf software solution ("**Perform Software**") to conduct employee performance appraisals and performance management to be used for approximately 6000 city departments in over 20 departments, as needed (the "**RFP**");

WHEREAS, the City issued Addendum No. 1 on December 16, 2020, Addendum No. 2 on December 21, 2020, and Addendum No. 3 on January 12, 2021 (mistakenly identified as January 12, 2020, on said addendum);

WHEREAS, the Contractor submitted a proposal dated January 14, 2021, and the City has selected the Contractor to perform the professional services described in the RFP;

WHEREAS, on and effective February 9, 2021, the City and the Contractor entered into a Professional Services Agreement to provide said services (the "**Agreement**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement for an additional one (1) year through February 8, 2023, to increase the compensation, and to amend, modify, and/or reaffirm certain terms and provisions, as set forth hereinunder.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Invoices**. The following new subsection is added to Article I Section E entitled "Invoices":

E. 3. The City may request changes to the form or the content of the invoice. The City may also request additional supporting documentation to be submitted with the invoices.

2. **Rate of Compensation**. Article IV Section A.1 of the Agreement is amended in order that the rate of compensation shall be increased by 6.5000032445% from \$77,053.50 to \$82,061.98 for the term extending from February 9, 2022, through February 8, 2023.

*1. The City will pay the Contractor in accordance with the following rate:
\$82,061.98 per year for the second year of Services: SaaS subscription fees for the Perform Software, the Contractor's Obligations as set forth*

in Article I, "NEEDED SERVICES" as set forth in Article 1.A ,
"SERVICES" of the Agreement. The Compensation shall remain fixed
for the additional 1-year term of the Agreement.

3. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased by \$82,061.98 to an amount not to exceed \$159,115.48.

4. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional one (1) year from the Effective Date through February 8, 2023.

5. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: [Signature] for
LATOYA CANTRELL, MAYOR

Executed on this 23rd of September, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Tracy Tyb

GOVERNMENTJOBS.COM, INC. DBA NEOGOV

BY: [Signature]
Mike Burns, Accounting Director

TAX I.D. [Redacted]

[END OF AMENDMENT]