

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT NO.C2018-164 Human Resources Administration System

City Budget Code: 41550-55003
41550-53201
41551-53201
63002-53201

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2018-164, entitled Human Resources Administration System ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Governmentjobs.com, Inc., a corporation doing business as NeoGov ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. City and Consultant entered into the Agreement, effective June 22, 2018, for an amount not to exceed \$75,000 per year, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including a Human Resources Administration System.

B. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.
2. **SCOPE OF ADDITIONAL SERVICES.** Consultant will perform the Additional Services described in **Exhibit "A"** in accordance with the terms and conditions of this Amendment.
3. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$35,000 in Fiscal Year 2020-2021 (for one-time costs and year one E-Forms subscription service) and \$35,000 per fiscal year thereafter. The cumulative total compensation payable to the Consultant will not exceed \$110,000 in Fiscal Year 2020-2021 and \$110,000 per fiscal year thereafter without prior written authorization from the City (based on \$75,000 per fiscal year for the original Agreement and any prior amendments thereto, plus \$35,000 per fiscal year for this Amendment). The not to exceed amount per fiscal year is inclusive of the Consultant's right to increase annual costs for services in an amount up to 3% per year. Fees for services shall be invoiced in advance on an annual basis.
4. **TERM.** The term of this agreement shall expire on June 30, 2026.
5. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent

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provisions.

6. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
Governmentjobs.com, Inc.

By: _____
Steve Potter, City Manager

By: _____
John Closs, Controller

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Joy Riesenber, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, via subscription:

(a) **E-FORMS:** System to build online forms in minutes, automate routing and reminders and will allow employee document management.

- (i) Process & Form Builder
 - Create forms and automate workflows
 - Forms available electronically online
 - Ensure public sector compliance
- (ii) Employee Self-Service
 - Enable employees to self-initiate processes and workflows
 - Schedule notifications and reminders
 - Track status of processes
- (iii) Employee Document Management
 - Accurate and consolidated records
 - One central repository for employee paperwork
 - Supports entire employee lifecycle

- **ONE-TIME E-FORMS SET UP COST: \$3,000.00**
- **RECURRING E-FORMS COST: \$15, 243.00**

(b) **ONE-TIME TYLER MUNIS INTEGRATION COSTS:**

Service Description	Cost
Position Control - Flat File Setup	\$6,000.00
Employee Import (HRIS to ON/PE) Conversion	\$6,000.00
New Hire Integration - Flat File Set Up	\$3,000.00
Class Spec - Flat File (FTP) Set Up	\$1,500.00
ONE-TIME TOTAL:	\$16,500.00

(c) **RECURRING TYLER MUNIS INTEGRATION COSTS (as needed):**

Service Description	Cost
Position Control - Flat File	\$3,000.00
Employee Import (HRIS to ON/PE)	\$3,000.00
New Hire Integration - Flat File	\$1,600.00
RECURRING TOTAL:	\$7,600.00