

Meeting Date: 04-28-2015

Agenda Item 6

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
Discussion Presentation

SHORT TITLE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GOVERNMENTJOBS.COM, INC. D/B/A NEOGOV FOR THE INSIGHT ONLINE EMPLOYMENT APPLICATION PRODUCT AND THE ONLINE PERFORMANCE EVALUATION SYSTEM; PROVIDING AN EFFECTIVE DATE.

(Fiscal impact: The annual recurring cost for the online Performance Evaluation is \$18,450 & the non-recurring cost is \$5,000)

Summary of Purpose and Why:



This agreement is to renew the online Employment Application agreement and to add on-an online Performance Evaluation product. The online Employment Application product was purchased to enhance the efficiency and productivity of the City's application process. This initiative is part of the City of Pompano Beach Human Resources department's strategic plan, Superior Capacity 7.1.5 Develop inter-active online employment applications. The online Performance Evaluation product will enable the City to align the employee's performance with strategic objectives, define performance standards, provide measureable key performance indicators/goals, identify talent, motivate and retain high performing employees, and identify and communicate organizational expectations. This initiative is part of the City of Pompano Beach Human Resources department's strategic plan, Confidence Building Government 6.1.5.

- (1) Origin of request for this action: City Manager
- (2) Primary staff contact: Michael Smith, Human Resources Director 786-5549
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: The annual recurring cost for the online Performance Evaluation is \$18,450.00 and the non-recurring cost is \$5,000.00. This strategic plan initiative has been approved in the 14/15 FY budget.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget	04. .2015	Approve	
Human Resources	04.14.2015	Approve	
City Manager	04. .2015	Approve	
City Attorney	04.15.2015	Reviewed for Form & Correctness	

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u> <u>Workshop</u>	<u>Resolution</u>	<u>Consideration</u>
1 st Reading	1 st Reading	Results:
2 nd Reading		Results:

MEMORANDUM

Human Resources

MEMORANDUM

DATE: April 7, 2015
TO: Dennis Beach, City Manager
FROM: Michael Smith, Human Resources Director
SUBJECT: Agreement with GovernmentJobs.Com, Inc. d/b/a NEOGOV



This agreement is between the City of Pompano Beach and GovernmentJobs.Com, Inc. d/b/a NEOGOV to renew the online Employment Application agreement and to add an online performance evaluation product. These online products meet the needs of the City of Pompano Beach's strategic plan initiatives and are currently used by more than 2300 agencies nationwide.

The online employment application product was purchased to enhance the efficiency and productivity of the City's application process. This initiative is part of the City of Pompano Beach Human Resources department's strategic plan, Superior Capacity 7.1.5 Develop interactive online employment applications.

The online performance evaluation product will enable the City to align the employee's performance with strategic objectives, define performance standards, provide measureable key performance indicators/goals, identify talent, motivate and retain high performing employees, and identify and communicate organizational expectations. This initiative is part of the City of Pompano Beach Human Resources department's strategic plan, Confidence Building Government 6.1.5.

The online employment application product was paid in full on February 11, 2015, check number 837004, invoice number INV14017. The financial impact for the purchase of the online Performance Evaluation product is \$23,450 which was included in the FY 14/15 budget.

I recommend approval of the agreement.

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GOVERNMENTJOBS.COM, INC. D/B/A NEOGOV FOR THE INSIGHT ONLINE EMPLOYMENT APPLICATION PRODUCT AND THE ONLINE PERFORMANCE EVALUATION SYSTEM; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and GovernmentJobs.Com, Inc. d/b/a NEOGOV a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and GovernmentJobs.Com, Inc. d/b/a NEOGOV.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2015, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **CITY OF POMPANO BEACH, FLORIDA** a public entity acting by and through its duly appointed representative ("Customer").

1. **Provision of On-line Services.**

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. **Additional NEOGOV Responsibilities.** In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. **Customer Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. **Ownership, Protection and Security.**

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

Service Agreement

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOVS Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

Service Agreement

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of **FLORIDA**, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

Service Agreement

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination.**

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term upon the mutual agreement of the parties prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

Service Agreement

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of **FLORIDA**, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: See the City's Signature Page Attached

Print Name: _____

Title: _____

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: Scott Letourneau

Title: President

Date: _____

Service Agreement

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Signature

By: _____
LAMAR FISHER
MAYOR

Signature

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor; **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Order Form

EXHIBIT A – ORDER FORM

Customer: City of Pompano Beach Human Resources Department		Bill To: <u>Attention:</u> Bobby Bush <u>Address:</u> 100 W Atlantic Blvd Pompano Beach, FL <u>Phone:</u> 954-786-4698 <u>Email:</u> bobby.bush@copbfl.com	
<u>Quote Date:</u>	4/8/2015	<u>Valid To:</u>	90 days
<u>Requested Service Date:</u>	TBD	<u>Initial Term:</u>	12 Months with annual renewal option

Order Summary: NOTE: The following discounts are available if the contract is pre-paid for the specified number of years: 2 year = 4% discount, 3 year = 6% discount, 4 years = 8% discount, 5 years = 10% off your ongoing annual license

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost¹</u>	<u>Non-Recurring Cost</u>
1.0	Insight Enterprise Edition (IN)		
1.1	Subscription License & Maintenance	*\$11,975.00	
2.0	Perform (PE)		
2.1	Subscription License & Maintenance	\$18,450.00	
2.2	Provisioning		\$2,500.00
2.3	Online Training		\$2,500.00
Sub Total:		\$18,450.00	\$5,000.00
Order Total:		\$23,450.00	

NOTES:

*The \$11,975.00 for the Insight Enterprise Edition (IN) has been paid in full on February 11, 2015, check number **837004**, invoice number **INV14017**. Please find attached a copy of the paid invoice.

Balance due is \$23,450.00.

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail

1.0 Insight Enterprise Edition (IN)

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS at an extra charge)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included in the cost.

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

2.0 NEOGOV Perform (PE)

2.1 PE Subscription License

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Uploading Content
- Batch Form Creation
- Development Goals
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Configurable Rating Scales
- Goal Alignment
- Goal Hierarchy
- Writing Assistant

Additionally, during the term of the subscription, the Customer will be provided:

Product Upgrades to Licensed Software

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months

2.2 PE Provisioning

The following activities are conducted as part of the NEOGOV PE implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off conference call to provide an overview of the system, review implementation plan, and discuss deliverables timeline, project roles and assignments
- Establish your agency's performance evaluation production environment
- Provide import of existing employee data into the system

2.3 PE Training

Training is a one-time cost and includes the following:

- Unlimited online training with on-demand, self-running tutorials
- Access to monthly conference calls with PE users
- Access to the online NEOGOV Community, a discussion forum to network with other users and provide answers to your PE questions
- Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement.

Software Provisioning

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement.

Online Training

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement.

Order Form

NEOGOV™

- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Scott Letourneau</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____



CITY OF POMPANO BEACH
 P.O. Drawer 1300
 Pompano Beach, Florida 33061

JP Morgan Chase
 www.Chase.com

63-8413/2670

VENDOR NUMBER	CHECK NUMBER
54706	837004

VOID AFTER SIX MONTHS

CHECK DATE	CHECK AMOUNT
02/11/2015	***13,225.00

THIRTEEN THOUSAND TWO HUNDRED TWENTY FIVE AND 00/100 DOLLARS *****

PAY TO THE ORDER OF
 GOVERNMENT JOBS.COM INC
 DBA NEOGOV
 222 NORTH SEPULVEDA BOULEVARD
 SUITE 2000
 EL SEGUNDO CA. 90245-5648

S. Sible

 Authorized Signature

⑈837004⑈ ⑆267084131⑆ 589893150⑈

Please Detach at the Perforation



CITY OF POMPANO BEACH
 P.O. Drawer 1300
 Pompano Beach, Florida 33061

CHECK DATE	CHECK NUMBER
02/11/2015	837004

INVOICE DATE	INVOICE NO.	P.O. NO.	DESCRIPTION	AMOUNT
02/11/2015	INV14017		SOFTWARE LICENSE	11,975.00
02/11/2015	INV14017		SUBSCRIPTION	1,250.00
VENDOR NO				TOTAL AMOUNT
54706				***13,225.00
VENDOR				
GOVERNMENTJOBS.COM INC				

CHEQUE GUARD™ #07-3002

ORDER @ ICS (888) 577-4427

NEOGOV™

Invoice

222 N. Sepulveda Blvd.
El Segundo CA 90245
United States

Date	Number
1/20/2015	INV14017

Bill To

Attn.: Mike Smith
Pompano Beach, City of (FL)
100 West Atlantic Blvd.
Pompano Beach FL 33060
United States

Please make checks payable to GovernmentJobs.com, Inc. (EIN/Tax Payer ID: 33-0888748)		P.O. No.	Terms	Due Date
			Net 30	2/19/2015
Item	Description	Period Covered		Amount
License - IE - Renewal	Insight Enterprise Software License <i>Contracts 46-40</i>	2/14/2015 - 2/13/2016		11,975.00
Job Posting Subscription	Governmentjobs.com Subscription <i>ADVERTISING 48-10</i>	2/14/2015 - 2/13/2016		1,250.00
For billing questions please call (310) 426-6304 Or email us at accounting@neogov.com			Total	\$13,225.00