

1 AMENDMENT NO. # 1 TO SERVICE AGREEMENT

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 November 18, 2025 and is between GovernmentJobs.com, Inc. doing business as
4 NEOGOV, a California corporation ("Contractor"), and the County of Fresno, a political
5 subdivision of the State of California ("County").

6 Recitals

7 A. On January 23, 2024, the County and the Contractor entered into Agreement No. A-24-
8 050 ("Agreement"), retroactive to May 15, 2023, for continued support and maintenance of the
9 Contractor's Insight, Onboard, Perform, Learn, and eForms modules, along with the
10 Contractor's Integration, Background Check Integration, and Biddle.

11 B. Following the execution of the Agreement, the County identified a need for bulk Sharable
12 Content Object Reference Model (SCORM) import interface, to easily edit and replace existing
13 training files and upload bulk content.

14 C. The County and the Contractor now desire to amend the Agreement to update Exhibit B
15 to include this additional feature and to increase the maximum compensation by \$13,146 to
16 account for the additional product.

17 The parties therefore agree as follows:

18 1. Section 3.2 of the Agreement located at page 4, line 5 through line 11, is deleted in its
19 entirety and replaced with the following:

20 **"Maximum Compensation.** The maximum compensation payable to the Contractor
21 under this Agreement shall not exceed \$3,083,523.53. The compensation payable for
22 the initial term of this Agreement shall not exceed \$1,086,226.49. The compensation
23 payable for the first optional one-year extension of the Agreement shall not exceed
24 \$629,585.15. The compensation payable for the second optional one-year extension of
25 the Agreement shall not exceed \$664,044.03. The compensation payable for the third
26 optional one-year extension of the Agreement shall not exceed \$703,667.86."

1 2. Section 3.6 of the Agreement located at page 4, line 26 through line 28, and page 5, line
2 1 through line 2, is deleted in its entirety and replaced with the following:

3 **Invoices.** The Contractor shall submit annual invoices to the County of Fresno,
4 Information Technology Services Department, Attention: Business Office, 333 W.
5 Pontiac Way, Clovis, CA 93612, and itsdbusinessoffice@fresnocountyca.gov.

6 The Contractor shall submit each invoice within 60 days after the month in which
7 the Contractor performs services and in any case within 60 days after the end of
8 the term or termination of this Agreement."

9 3. Section 13.11 "Entire Agreement" located at page 16, line 1 through line 8 is deleted in
10 its entirety and replaced with the following:

11 "This Agreement constitutes the entire Agreement between the Contractor and
12 the County with respect to the subject matter hereof and supersedes all previous
13 Agreement negotiations, proposals, commitments, writings, advertisements,
14 publications, and understandings of any nature whatsoever unless expressly
15 included in this Agreement. In the event of any inconsistency in interpreting the
16 documents which constitute this Agreement, the inconsistency shall be resolved
17 by giving precedence in the following order of priority: (1) the text of this
18 Amendment No. 1 [including Exhibits A through E] (2) the Agreement [including
19 Exhibits A through E]; and (3) Exhibits A through E."

20 4. Exhibit A of the Agreement located at page A-1 through page A-10 is amended to
21 replace section A.18. Product Descriptions located at page A-6 have been edited per attached
22 Exhibit A-1.

23 5. Exhibit B of the Agreement located at page B-1 through page B-4 is amended to add the
24 attached Exhibit B-1 as page B-5 directly after the existing pages.

25 6. When both parties have signed this Amendment No. 1, the Agreement and this
26 Amendment No. 1 together constitute the Agreement.

27 7. The Contractor represents and warrants to the County that:

1 a. The Contractor is duly authorized and empowered to sign and perform its obligations
2 under this Amendment No. 1.

3 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
4 authorized to do so and his or her signature on this Amendment No. 1 legally binds
5 the Contractor to the terms of this Amendment No. 1.

6 8. The parties agree that this Amendment No. 1 may be executed by electronic signature
7 as provided in this section.

8 a. An "electronic signature" means any symbol or process intended by an individual
9 signing this Amendment No. 1 to represent their signature, including but not limited
10 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
11 (3) an electronically scanned and transmitted (for example by PDF document)
12 version of an original handwritten signature.

13 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this
15 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
16 any administrative or judicial proceeding, and (2) has the same force and effect as
17 the valid original handwritten signature of that person.

18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
20 2, Title 2.5, beginning with section 1633.1).

21 d. Each party using a digital signature represents that it has undertaken and satisfied
22 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
23 through (5), and agrees that each other party may rely upon that representation.

24 e. This Amendment No. 1 is not conditioned upon the parties conducting the
25 transactions under it by electronic means and either party may sign this Amendment
26 No. 1 with an original handwritten signature.

27 9. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
28 all of which together constitute this Amendment No. 1.

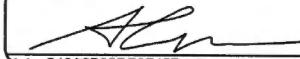
10. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 GOVERNMENT JOBS, INC.

4 DocuSigned by:

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6 Alex Chui, CFO

7 300 Continental Blvd, Suite 565
El Segundo, CA 90245

4 COUNTY OF FRESNO

5 

6 Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

7 Attest:

8 Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9 By: 

10 Deputy

11 For accounting use only:

12 Org No.: 8905
Account No.: 7309
Fund No.: 1020
Subclass No.: 10000

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Exhibit A-1

A.18

Solution	Description
Insight Enterprise Subscription (IN)	<p>Applicant tracking system that automates the hiring process and meets ADA/Section 508 compliance requirements, reducing time to hire. Insight includes:</p> <ul style="list-style-type: none">• Candidate scoring• Comprehensive reporting• Candidate self-service portal• Integration for job postings with GovernmentJobs.com
Onboard Subscription (ON)	<p>Onboarding software that ensures day-one readiness for new employees and accelerates productivity and engagement by automating onboarding tasks. Onboard includes:</p> <ul style="list-style-type: none">• Form builder• Templates and global form bank• Employee portal• Capability to handle pre-boarding and offboarding
Learn Subscription (LE)	<p>A 3-in-1 learning management system that provides a centralized online platform designed for the specific needs of the public sector. Learn includes:</p> <ul style="list-style-type: none">• Over 1,500 online courses• Course-builder with easy-to-use intuitive interface• Ability to add classroom trainings• Ability to track employee license and certification renewals specific to the public sector• Ability to track course completion and monitor individual and department progress• Automated notifications and reminders
Learn Course Management Integration License	<p>Course Management CSV flat file used to create courses in bulk within Learn.</p>

1	Perform Subscription (PE)	Performance management software with specific public sector functionality that automates annual and probationary employee evaluations. It is an integrated performance tracking solution that works seamlessly with Onboard, Insight, and Learn.
2	eForms Subscription (EF)	Employee document and workflow management software that helps to easily create online forms, manage documents, and build seamless workflows.
3	Single Sign-On Integration (SSO)	Allows users to be securely authenticated and logged into NeoGov applications without having to re-enter their credentials.
4	Customer Background Check Integration	Integrates Insight with NeoGov's recommended background check partners, shortening time to hire, providing accurate information about candidates, and ensuring compliance with public sector hiring laws including EEOC and FCRA.
5	Custom Employee Integration	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
6	New Hire Integration	The new hire integration exports a file of hires from Insight to a NeoGov secure FTP folder, which can then be processed into an HRIS system.
7	Position Control Integration	Provides an ongoing update of position control data from HRIS system into Insight Enterprise.
8	Biddle Software	3 rd party personnel testing software purchased through and integrated with NeoGov.
9	Learn Bulk Scorm Integration	Bulk SCORM Import provides a process for transferring multiple SCORM-compliant course packages into NeoGov Learn in a single action. The County shall prepare SCORM course files in a zip format along with a CSV file containing course details, then place these files on a secure SFTP server. These files will be retrieved and imported into Learn. Once imported, the courses will appear in the Learn Admin Catalog for use.
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2 **Exhibit B-1**
Fee Summary for Additional Feature

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Service Description	Line Items	Year 3	Year 4	Year 5
Bulk SCORM Import Interface	One-time Set Up Costs	\$2,205.00	N/A	N/A
	Annual Subscription	\$3,647.00	\$3,647.00	\$3,647.00
			Total	\$13,146

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