

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 1st day of September, 2020, by and between COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and GovernmentJobs.com, Inc., doing business as NEOGOV, a California corporation, whose address is 300 Continental Boulevard Suite 565, El Segundo, CA 90245 ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Purchasing Agreement No. P-18-197-C ("Purchasing Agreement") effective May 15, 2018, pursuant to which CONTRACTOR agreed to provide maintenance and support of a recruitment software and application tracking management system ("Insight") to COUNTY;

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 19-464, dated September 24, 2019 ("Agreement"), to supersede, amend, restate and replace the Purchasing Agreement with the Agreement, due to COUNTY's desire to purchase additional modules through CONTRACTOR;

WHEREAS, COUNTY desires to purchase additional products and services, not included in the scope of services of the Agreement, for further automation of employee management, including NEOGOV's Onboard module to facilitate an electronic onboarding process for newly hired employees and NEOGOV's Learn module for continuation of various mandated compliance trainings and rapid dissemination and tracking of training specific to the Coronavirus Disease (COVID-19), which are necessary expenses incurred due to the public health emergency with respect to COVID-19, as the COUNTY is looking for solutions to reduce in-person contact and paper handling without negatively impacting personnel-related business processes; and,

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the total compensation amount in order to purchase additional products and services for further automation of employee management.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 6. COMPENSATION/INVOICING of the Agreement is deleted in its entirety and replaced with the following:

"A. Previously Paid Amounts

COUNTY and CONTRACTOR agree that COUNTY has previously paid to CONTRACTOR the Insight Enterprise Software License fees of \$42,104.38 covering timeframe May 15, 2018 through May 25, 2019, \$4,244.12 covering timeframe May 26, 2019 through June 30, 2019, and \$38,786.56 covering timeframe July 1, 2019 through May 25, 2020, pursuant to the Purchasing Agreement

### B. Compensation Details

COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation as outlined in the attached Exhibit B – Pricing, which is incorporated by this reference. Exhibit B specifies the amounts that will be paid with Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. In no event shall costs associated with the Onboard and Learn modules purchased with CARES Act funding exceed \$205,615.00.

### C. Optional Products and/or Services Fees

"Optional Products and/or Services Fees, as listed in the table below, shall only be performed and/or paid to CONTRACTOR if any such services set forth herein are performed by CONTRACTOR and/or purchased by COUNTY upon COUNTY's written request. The Director of Internal Services/Chief Information Officer is authorized to purchase additional products and/or services on behalf of the COUNTY. In no event shall Additional Services Fees exceed \$102,412.07.

| OPTIONAL PRODUCTS/SERVICES                                | COST  |
|---|---|
| 1. Additional Insight Users over the 8,000-user threshold | \$8.27 per user exceeding the 8,000-user threshold  |
| 2. Additional Perform users over the 8,000-user threshold | \$12.00 per user exceeding the 8,000-user threshold |
| 3. Background Check Integration                           | \$6,000.00 per year                                 |
| 4. Additional Onboard users over the 8,000-user threshold | \$7.77 per user exceeding the 8,000-user threshold  |

| OPTIONAL PRODUCTS/SERVICES  | COST  |
|---|---|
| 5. Additional Learn users over the 8,000-user threshold             | \$17.75 per user exceeding the 8,000-user threshold |
| 6. New Hire Integration – Flat File<br>(One-Time Setup Fee)         | \$3,000.00  |
| 7. New Hire Integration – Flat File<br>(Annual Subscription Fee)    | \$1,500.00  |
| 8. Position Control – Flat File<br>(One-Time Setup Fee)             | \$6,000.00  |
| 9. Position Control – Flat File<br>(Annual Subscription Fee)        | \$3,000.00  |
| 10. LE – Course Management Integration<br>(One-Time Setup Fee)      | \$2,000.00  |
| 11. LE – Course Management Integration<br>(Annual Subscription Fee) | \$3,000.00  |
| 12. LE – Course File Integration<br>(One-Time Setup Fee)            | \$2,000.00  |
| 13. LE – Course File Integration<br>(Annual Subscription Fee)       | \$3,000.00  |

**D. Invoicing**

CONTRACTOR shall submit annual invoices referencing the provided contract number, either electronically or via mail, in triplicate to the County of Fresno, Internal Services Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612, [isdbusinessoffice@fresnocountyca.gov](mailto:isdbusinessoffice@fresnocountyca.gov).

**E. Total Compensation Amounts**

In no event shall compensation paid for services performed under this Agreement exceed \$1,133,000.00 during the entire potential five-year term of this Agreement. All amounts previously paid

1 to CONTRACTOR under the Purchasing Agreement are included in this total not to exceed amount. It  
2 is understood that all expenses incidental to CONTRACTOR's performance of services under this  
3 Agreement shall be borne by CONTRACTOR. COUNTY shall pay CONTRACTOR within forty-five  
4 (45) days of receipt of an approved invoice."

5 2. Exhibit B is deleted in its entirety, and replaced with the updated Exhibit B, attached to  
6 this First Amendment and incorporated by this reference.

7 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the  
8 Agreement, and that upon execution of this First Amendment, the Agreement and this First  
9 Amendment together shall be considered "the Agreement."

10 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
11 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
12 in full force and effect.

EXECUTED AND EFFECTIVE as of the date first above set forth.

**CONTRACTOR**

**COUNTY OF FRESNO**

(Authorized Signature)

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

Print Name & Title

John Class, Controller

300 continental Blvd, Ste 805  
El Segundo, CA 90243

Mailing Address

**ATTEST:**

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

By: Susan Bishop  
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1020

Subclass: 10000

ORG: 8905

Account: 7309

Exhibit B - Pricing

| 19-464 CURRENT COMPENSATION           |                    |                     |                     |                     |                     |                     |
|---------------------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Item Description                      | Y1                 | Y2                  | Y3                  | Y4                  | Y5                  | TOTAL               |
|                                       | 5/15/18 - 5/14/19  | 5/15/19 - 5/14/20   | 5/15/20 - 5/14/21   | 5/15/21 - 5/14/22   | 5/15/22 - 5/14/23   |                     |
| Insight                               | \$42,104.38        | \$43,030.68         | \$43,820.35         | \$47,441.10         | \$49,813.16         | \$226,209.67        |
| Perform                               | N/A                | \$63,890.92         | \$98,734.65         | \$103,671.38        | \$108,854.95        | \$375,151.90        |
| Perform - Setup/Training              | N/A                | \$6,500.00          | \$0.00              | \$0.00              | \$0.00              | \$6,500.00          |
| Employee Integration - Annual License | N/A                | \$2,038.36          | \$3,000.00          | \$3,000.00          | \$3,000.00          | \$11,038.36         |
| Employee Integration - Setup          | N/A                | \$6,000.00          | \$0.00              | \$0.00              | \$0.00              | \$6,000.00          |
| Additional Products/Services          | N/A                | \$12,500.00         | \$12,500.00         | \$12,500.00         | \$12,500.00         | \$50,000.00         |
| <b>TOTAL</b>                          | <b>\$42,104.38</b> | <b>\$133,959.96</b> | <b>\$158,055.00</b> | <b>\$166,612.48</b> | <b>\$174,168.11</b> | <b>\$674,899.93</b> |

| 19-464 FIRST AMENDMENT COMPENSATION                        |                    |                     |                                  |   |                                  |                       | ADDITIONAL PRODUCTS & SERVICES              |                                     |
|--|--------------------|---------------------|----------------------------------|---|----------------------------------|-----------------------|---|-------------------------------------|
| Item Description   | Y1                 | Y2                  | Y3                               | Y4  | Y5                               | TOTAL                 | Item Description                            | First Year Costs (9/1/20 - 8/31/21) |
|  | 5/15/18 - 5/14/19  | 5/15/19 - 5/14/20   | One Full Year (9/1/20 - 8/31/21) | One Full Year (50% Discount) (9/1/21 - 8/31/22) | Prorated Amount (9/1/22-5/14/23) |                       |   |                                     |
| ONBOARD - SaaS Subscription Fee                            | N/A                | N/A                 | \$54,361.00                      | \$27,181.00                                     | \$38,127.00                      | \$119,669.00          | New Hire Integration - Flat File (SETUP)    | \$3,000.00                          |
| ONBOARD - Non-Recurring Professional Service Fees          | N/A                | N/A                 | \$0.00                           | \$0.00  | \$0.00                           | \$0.00                | New Hire Integration - Flat File (ANNUAL)   | \$1,500.00                          |
| LEARN - SaaS Subscription Fee                              | N/A                | N/A                 | \$124,254.00                     | \$62,127.00                                     | \$87,148.00                      | \$273,529.00          | LE - Course Management Integration (SETUP)  | \$2,000.00                          |
| LEARN - Non-Recurring Professional Service Fees - SETUP    | N/A                | N/A                 | \$7,500.00                       | \$0.00  | \$0.00                           | \$7,500.00            | LE - Course Management Integration (ANNUAL) | \$3,000.00                          |
| LEARN - Non-Recurring Professional Service Fees - TRAINING | N/A                | N/A                 | \$5,000.00                       | \$0.00  | \$0.00                           | \$5,000.00            | LE - Course File Integration (SETUP)        | \$2,000.00                          |
| <b>TOTAL</b>   | <b>\$0.00</b>      | <b>\$0.00</b>       | <b>\$191,115.00</b>              | <b>\$89,308.00</b>                              | <b>\$125,275.00</b>              | <b>\$405,698.00</b>   | LE - Course File Integration (ANNUAL)       | \$3,000.00                          |
| <b>GRAND TOTAL</b>   | <b>\$42,104.38</b> | <b>\$133,959.96</b> | <b>\$349,170.00</b>              | <b>\$255,920.48</b>                             | <b>\$299,443.11</b>              | <b>\$1,080,597.93</b> | <b>TOTAL</b>                                | <b>\$14,500.00</b>                  |

| COMPENSATION SUMMARY                                 |                |
|--|----------------|
| TOTAL COSTS PAID BY CARES ACT FUNDING:               | \$205,615.00   |
| Onboard + Learn:                                     | \$405,698.00   |
| Increased Amounts to Additional Products & Services: | \$52,412.07    |
| New Amended Amount:                                  | \$458,110.07   |
| Original Amount:                                     | \$674,889.93   |
| Original Amount + New Amended Amount:                | \$1,133,000.00 |