

AMENDMENT NO. # 1 TO SERVICE AGREEMENT

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

Recitals

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

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

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

The parties therefore agree as follows:

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

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

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

"Invoices. The Contractor shall submit annual invoices to the County of Fresno, Information Technology Services Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612, and itsdbusinessoffice@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement."

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

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

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

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

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

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.

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

3 GOVERNMENT JOBS, INC.

COUNTY OF FRESNO

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5 DocuSigned by:
6 
7 Alex Chun, CFO

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

8 300 Continental Blvd, Suite 565
9 El Segundo, CA 90245

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

10
11 By: _____
 Deputy

12 For accounting use only:

13 Org No.: 8905
14 Account No.: 7309
15 Fund No.: 1020
16 Subclass No.: 10000

Exhibit A-1

A.18

Solution	Description
Insight Enterprise Subscription (IN)	Applicant tracking system that automates the hiring process and meets ADA/Section 508 compliance requirements, reducing time to hire. Insight includes: • Candidate scoring • Comprehensive reporting • Candidate self-service portal • Integration for job postings with GovernmentJobs.com
Onboard Subscription (ON)	Onboarding software that ensures day-one readiness for new employees and accelerates productivity and engagement by automating onboarding tasks. Onboard includes: • Form builder • Templates and global form bank • Employee portal • Capability to handle pre-boarding and offboarding
Learn Subscription (LE)	A 3-in-1 learning management system that provides a centralized online platform designed for the specific needs of the public sector. Learn includes: • 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	Course Management CSV flat file used to create courses in bulk within Learn.

1	Perform Subscription	Performance management software with specific public sector
2	(PE)	functionality that automates annual and probationary employee
3		evaluations. It is an integrated performance tracking solution that
4		works seamlessly with Onboard, Insight, and Learn.
5	eForms Subscription	Employee document and workflow management software that helps
6	(EF)	to easily create online forms, manage documents, and build
7		seamless workflows.
8	Single Sign-On	Allows users to be securely authenticated and logged into NeoGov
9	Integration (SSO)	applications without having to re-enter their credentials.
10	Customer	Integrates Insight with NeoGov's recommended background check
11	Background Check	partners, shortening time to hire, providing accurate information about
12	Integration	candidates, and ensuring compliance with public sector hiring laws
13		including EEOC and FCRA.
14	Custom Employee	Open Platform is access to MediaManager, upload of archives, ability
15	Integration	to post agendas/documents, and index of archives. These are able to
16		be published and accessible through a searchable webpage.
17	New Hire Integration	The new hire integration exports a file of hires from Insight to a
18		NeoGov secure FTP folder, which can then be processed into an
19		HRIS system.
20	Position Control	Provides an ongoing update of position control data from HRIS
21	Integration	system into Insight Enterprise.
22	Biddle Software	3 rd party personnel testing software purchased through and integrated
23		with NeoGov.
24	Learn Bulk Scorm	Bulk SCORM Import provides a process for transferring multiple
25	Integration	SCORM-compliant course packages into NeoGov Learn in a single
26		action. The County shall prepare SCORM course files in a zip format
27		along with a CSV file containing course details, then place these files
28		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.

Exhibit B-1
Fee Summary for Additional Feature

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