

**NAPA COUNTY AGREEMENT NO. 170151B
AMENDMENT NO. 3**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 170151B is made and entered into as of this first day of July, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and GOVERNMENTJOBS.COM, INC., a California Corporation (dba NEOGOV), whose mailing address is 300 Continental Blvd., Suite 565, El Segundo, CA 90245, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170151B (previously 6645) on June 6, 2006 ("Agreement") to provide Insight Enterprise Edition, a web-based recruitment, selection and applicant tracking software solution; and

WHEREAS, COUNTY and CONTRACTOR amended the Provision of On-line Services, Term and Termination and Payments effective July, 1, 2018; and

WHEREAS, COUNTY and CONTRACTOR amended the Provision of On-line Services, Term and Termination and Payments effective May 21, 2019; and

WHEREAS, COUNTY and CONTRACTOR again desire to amend the Provision of On-line Services, Term and Termination and Payments;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 1. Provision of On-line Services. Section (a) is amended to read in full as follows:

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 the Agreement and in the system overview attached hereto and incorporated by reference herein as Exhibit A (the "System Overview") and in the Order Form collectively attached hereto and incorporated by reference herein as Exhibit B and Exhibit B-3. 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.

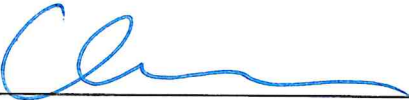
2. Paragraph 9. Term and Termination. Section (a) is amended to read in full as follows:
 9. **Term and Termination.**
 - (a) This Agreement shall commence as of June 6, 2006, and remain in effect through June 30, 2022 and thereafter the term shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than sixty (60) days prior to expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
3. Paragraph 10. Payments. Section (a) is amended to read in full as follows:
 10. **Payments.**
 - (a) *Initial Term.* See Exhibit B and Exhibit B-3 (Order Form). All references to Exhibit B-3 shall be effective as of the effective date of Amendment No. 3.
4. Exhibit "B-3", attached hereto and incorporated herein by this reference, is hereby attached to and incorporated into the Agreement.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

GOVERNMENTJOBS.COM, INC.

By 
STEPHEN KOO, Chief Financial Officer

By 
SHANE EVANGELIST, Chief Executive Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALREDO PEDROZA, Chair
Board of Supervisors

“COUNTY”


<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By:  Deputy County Counsel</p> <p>Date: <u>10/27/21</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT B-3: ORDER FORM

NEOGOV: GovernmentJobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: County of Napa 650 Imperial Way Suite 201 Napa, CA 94559	
Quote Creation Date:	10/21/2021	Contact Name:	Shawn Smith
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	Shawn.smith@countyofnapa.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.	FTE:	

Fee Summary		
Service Description	Term	Term Fees
Insight Enterprise Subscription (IN)	07/01/2021 – 06/30/2022	\$15,315.38
Insight Enterprise Subscription (IN)	07/01/2022 – 06/30/2023	\$16,081.15
Insight Enterprise Subscription (IN)	07/01/2023 – 06/30/2024	\$16,885.21
Single Sign-On (SSO)	07/01/2021 – 06/30/2022	\$945.00
Single Sign-On (SSO)	07/01/2022 – 06/30/2023	\$992.25
Single Sign-On (SSO)	07/01/2023 – 06/30/2024	\$1,041.86
Biddle Software	07/01/2021 – 06/30/2022	\$17,325.00
Biddle Software	07/01/2022 – 06/30/2023	\$18,191.25
Biddle Software	07/01/2023 – 06/30/2024	\$19,100.81
API	07/01/2021 – 06/30/2022	\$2,835.00
API	07/01/2022 – 06/30/2023	\$2,976.75
API	07/01/2023 – 06/30/2024	\$3,125.59
	2021 Total:	\$36,420.38
	2022 Total:	\$38,241.40
	2023 Total:	\$40,153.47
	Total:	\$114,815.25


A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).


2. Insight, Single Sign On, Biddle Software, and API Initial Term: 07/01/2021 – 06/30/2024

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

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature:	 Signature: _____
Print Name:	Mike Burns
Date:	11/4/21

APPROVED AS TO FORM

Napa County Counsel

By:  John L. Myers

Date: 10/27/21

Doc Title: Agreement # 170151B
 Amendment 3
 B-3 Order Form