

**NAPA COUNTY AGREEMENT NO. 170151B
AMENDMENT NO. 4**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 TO NAPA COUNTY AGREEMENT NO. 170151B is made and entered into as of this 1st day of July, 2024, 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 2120 Park Place, Suite 100, 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;

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

WHEREAS, COUNTY and CONTRACTOR amended the Provision of On-line Services, Term and Termination and Payments effective July, 1, 2021;

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-4. 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 July 1, 2024, and remain in effect through June 30, 2025. 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-4 (Order Form). All references to Exhibit B-4 shall be effective as of the date of this Amendment.

4. 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.

DocuSigned by:
By Amy Prins
2085A0A8C9D453
AMY PRINS, Renewal Sr. Manager

DocuSigned by:
By Sandy Miranda
533C1855630A154
SANDY MIRANDA, Chief Customer Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jo Ann Iwasaki Parker</u> Deputy County Counsel by e-sign</p> <p>Date: <u>June 4, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT B-4: ORDER FORM		
NEOGOV: GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Napa, County of (CA) 650 Imperial Way, Suite 201 Napa, CA 94559
Quote Creation Date:	5/7/2024	Contact Name:
Quote Expiration Date:	6/30/2024	Contact Email:
Payment Terms	Annual. Net 30 from NEOGOV invoice.	FTE:
Subscription Start Date: 07/01/2024		
Subscription Term (months): 12		

Fee Summary		
Service Description	Term	Term Fees
Insight Enterprise Subscription (IN)	07/01/2024 - 06/30/2025	\$19,117.54
Single Sign-On Integration (SSO)	07/01/2024 - 06/30/2025	\$1,146.05
Candidate Text Messaging (CTM)	07/01/2024 - 06/30/2025	\$2,799.30
	TOTAL	\$23,062.89


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. The Effective Date shall be the Subscription Start 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).



IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: County of Napa, a Political Subdivision of the State of California Signature: _____ Print Name: Joelle Gallagher, Chair Board of Supervisors Date:	DocuSigned by:  Signature: _____ Print Name: Sandy Miranda Date: 6/10/2024

APPROVED AS TO FORM Office of County Counsel By: <u>Jo Ann Iwasaki Parker</u> Deputy County Counsel by e-sign Date: <u>June 4, 2024</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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