

FIRST AMENDMENT TO CONTRACT

This First Amendment to the EFS Contract number 7745 and Services Agreement (the “First Amendment”) is made and entered into _____ (the “First Amendment Effective Date”), by and between County of Sonoma, a political subdivision of the State of California (hereinafter referred to as “Customer”), and GovernmentJobs.com, Inc., a California corporation d/b/a NEOGOV (hereinafter referred to as “NEOGO”).

WITNESSETH:

WHEREAS, Customer and NEOGOV entered into that certain EFS Contract number 7745 and Services Agreement on July 3, 2023 (the “Contract”), under which NEOGOV was to provide Services, (as defined in the Order Form attached to the Contract) for certain NEOGOV platforms, including, Insight and Candidate Text Messaging; and

WHEREAS, the parties desire to amend the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree that the Contract will be renewed/extended for an additional two (2) year period through June 30, 2026. The fees for such renewal term are detailed in the attached Exhibit A Order Form Q-14508.
2. The Contract is amended to add the following additional subscriptions at the fees set forth in Exhibit A Order Form Q-14508 attached hereto and incorporated herein: Perform, Position Import, Employee Import, and Single Sign On.
3. The cumulative contractual not-to-exceed amount resulting from this first Amendment is \$369,182.27.
4. Except as otherwise amended herein, all other terms of the Contract shall remain in full force and effect.
5. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same. This First Amendment may also be executed electronically.

[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto execute this First Amendment by their duly authorized representatives.

COUNTY OF SONOMA (CA)
CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE
FOR COUNTY:

By: _____

Janell Crane, Human Resources Director

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

Deputy County Counsel

Date: _____

EXECUTED BY:

By: _____

Janell Crane, Human Resources Director

Date: _____

GOVERNMENTJOBS.COM, INC. D/B/A NEOGOV

By: _____

Printed Name: _____

Title: _____

Date: _____



Exhibit A Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Kim Goerlitz

Sonoma, County of (CA)
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403
USA

Quote Valid From: 1/22/2024
Quote Valid To: 4/30/2024

Quote Number: Q-14508
PaymentTerms: Annual,Net 30
Subscription Term in Months: 26

Employee Count: 4,063
Order Summary

Prorated Term

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	5/1/2024	6/30/2024	\$9,821.50
Perform Setup	ONE-TIME			\$14,368.75
Position Import Subscription	RECURRING	5/1/2024	6/30/2024	\$464.34
Position Import Setup	ONE-TIME			\$6,284.25
Employee Import Subscription	RECURRING	5/1/2024	6/30/2024	\$464.34
Employee Import Setup	ONE-TIME			\$6,284.25
Single Sign On Subscription	RECURRING	5/1/2024	6/30/2024	\$487.60
Single Sign On Setup	ONE-TIME			\$2,992.50
Prorated Term TOTAL:				\$41,167.53

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	7/1/2024	6/30/2025	\$73,460.00
Position Import Subscription	RECURRING	7/1/2024	6/30/2025	\$3,473.00

Service Description	Type	Start Date	End Date	Term Price (USD)
Employee Import Subscription	RECURRING	7/1/2024	6/30/2025	\$3,473.00
Single Sign On Subscription	RECURRING	7/1/2024	6/30/2025	\$3,647.00
Insight Subscription	RECURRING	7/1/2024	6/30/2025	\$47,055.65
Insight Setup	ONE-TIME			\$0.00
Candidate Text Messaging Subscription	RECURRING	7/1/2024	6/30/2025	\$5,038.33
Year 1 TOTAL:				\$136,146.98

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	7/1/2025	6/30/2026	\$77,133.00
Position Import Subscription	RECURRING	7/1/2025	6/30/2026	\$3,646.65
Employee Import Subscription	RECURRING	7/1/2025	6/30/2026	\$3,646.65
Single Sign On Subscription	RECURRING	7/1/2025	6/30/2026	\$3,829.35
Insight Subscription	RECURRING	7/1/2025	6/30/2026	\$49,408.43
Candidate Text Messaging Subscription	RECURRING	7/1/2025	6/30/2026	\$5,290.24
Year 2 TOTAL:				\$142,954.32

ORDER TOTAL (USD) : **\$320,268.83**

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 in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document 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).

1. Notwithstanding anything to the contrary, this order and the services purchased herein are subject to the same terms and conditions set forth in the EFS Contract #7745 and Services Agreement, dated July 3, 2023 between COUNTY OF SONOMA and NEOGOV.
2. Initial Term: 5/1/2024 - 6/30/2026. Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from date of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.

Accepted and Agreed By Authorized Representative of:
Sonoma, County of (CA)

Signature:

Printed Name:

Title:

Date:

Accepted and Agreed By Authorized Representative of:

GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)

Signature:

Printed Name:

Title:

Date:
