

FIRST AMENDMENT TO SERVICE AGREEMENT

This First Amendment to Service Agreement (the “First Amendment”) is made and entered into the 3rd day of October, 2022, by and between Brunswick County (hereinafter referred to as “Customer”) and GovernmentJobs.com, Inc., a California corporation d/b/a NEOGOV (hereinafter referred to as “NEOGOV”).

WITNESSETH:

WHEREAS, Customer and NEOGOV entered into a Service Agreement (the “Agreement”) effective August 23, 2016, under which NEOGOV was to set up, implement, and provide continued Services (as defined in the Agreement) for certain NEOGOV platforms, including, without limitation, Insight Enterprise Edition and licensing associated with same and GovernmentJobs.com Job Posting Subscription and licensing associated with same; and

WHEREAS, the parties mutually wish to amend the Agreement to expand the Services provided by NEOGOV to include setup, implementation, and ongoing subscription services for NEOGOV’s Perform platform, as more fully set forth on the Order Form attached hereto as Exhibit B and incorporated herein reference.

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. **Section 1 – Provision of Online Services.** Section 1.(a) of the Agreement is hereby amended to include the Order Form attached hereto as Exhibit B and any subsequent Order Forms to which the parties may mutually agree in writing. Any subsequent Order Forms shall be attached as an exhibit to the Agreement and made an integral part thereof.

2. **Section 9 – Term and Termination.** Section 9.(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(b) This Agreement may be renewed for subsequent additional terms (each, a “Renewal Term”) equal in duration to the Initial Term or the term set forth in any attached Order Form in effect between Customer and NEOGOV, whichever is longer. Any Renewal Term is contingent upon Customer’s payment of all annual recurring subscription or license fees under an Order Form, as more fully set forth in Section 10.(b).”

3. **Section 10 – Payments.** Section 10.(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) *Payments.* Payments for Services under this Agreement, including, without limitation, for recurring subscription or license fees, are set forth in each respective Order Form attached hereto and made an integral part hereof.”

The following section shall be added to Section 10:

“(c) *Non-Appropriation*. If the Board of County Commissioners of Customer does not appropriate the funding needed by the Customer to make payments under this Agreement or an Order Form for a given fiscal year, Customer will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Customer will promptly notify NEOGOV of the non-appropriation, and this Agreement and any affected Order Form will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by Customer which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement or an Order Form.”

4. The following provisions shall be added to the Agreement:

“14. **Divestment from Companies that Boycott Israel**. NEOGOV hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

15. **Debarment**. NEOGOV hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. NEOGOV must notify Customer within thirty (30) days if debarred by any governmental entity during this Agreement.

16. **Compliance with E-Verify Program**. Pursuant to N.C.G.S. § 143-133.3, NEOGOV understands that it is a requirement of this Agreement that NEOGOV and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, NEOGOV agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and NEOGOV shall require its subcontractors to do the same. Upon request, NEOGOV agrees to provide Customer with an affidavit of compliance or exemption.

17. **Dispute Resolution**. Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

18. **Governmental Immunity**. Customer, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.”

5. Except as otherwise amended herein, all other terms of the Agreement shall remain in full force and effect.

6. 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. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this First Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

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

By:  _____

Printed Name: Ana Alfaro

Title: Revenue Accounting Manager

Date: 09/22/2022

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

Exhibit B
Order Form



NEOGOV

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

Customer:

Brunswick, County of (NC)
P.O. Box 249
Bolivia, NC 28422
USA

Quote Valid From: 2/16/2022
Quote Valid To: 10/21/2022

Quote Number: Q-04449
Payment Terms: Annual, Net 30

Employee Count: 1,091
Order Summary

RECURRING (ANNUALLY)

Service Description	Start Date	End Date	Term Price
Perform Subscription			\$29,816.00
RECURRING TOTAL:			\$29,816.00

ONE-TIME

Service Description	Start Date	End Date	Term Price
Perform Setup			\$8,000.00
ONE-TIME TOTAL:			\$8,000.00

ORDER TOTAL: **\$37,816.00**

A. Terms and Conditions

1. Agreement. This Order Form and the Services purchased herein are subject to the terms and conditions of the Service Agreement (hereinafter the "Agreement") entered into between the parties effective August 23, 2016, as amended of even date herewith, and to which this Order Form is attached as Exhibit B and made an integral part thereof. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Service Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of each party (the "Effective Date"). Unless otherwise stated in this Order Form, 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 Form. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. The Subscription Fees set forth herein shall not increase by the greater of 6% or the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>) from the previous term for two (2) renewal terms after execution of this Order Form. Thereafter, NEOGOV may increase fees according to the Agreement.
5. Order of Precedence. This Order Form shall take precedence in the event of direct conflict with the Service Agreement, as amended, applicable Schedules, and Service Specifications.
6. Signatures. This Order Form 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 agreement. This Order Form may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Order Form by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

B. Special Conditions (if any).

None.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

Randy Thompson, Chairman
Board of Commissioners

[SEAL]

GOVERNMENTJOBS.COM D/B/A NEOGOV

By:  _____

Printed Name: Ana Alfaro

Title: Revenue Accounting Manager

Date: 09/22/2022

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney
Brunswick County, NC