
WILLIAMSON COUNTY ADDENDUM TO NEOGOV SERVICE AGREEMENT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO NEOGOV SERVICES AGREEMENT (hereinafter “Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Governmentjob.com, Inc. dba NEOGOV** (hereinafter “NEOGOV”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted NEOGOV Service Agreement (“Service Agreement”) and the following changes shall be incorporated as if part of the Service Agreement.

I.

Services: NEOGOV shall provide services, as more fully described in **Exhibit A** as an independent contractor. Should the County choose to add services in addition to those described in **Exhibit A**, such services shall be described in a separate written amendment to this Addendum wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. NEOGOV shall not begin any additional services and the County shall not be obligated to pay for an additional service unless a written amendment to this Addendum has been signed by both parties.

II.

Effective Date and Term: This Addendum shall be in full force and effect as of October 1, 2023, and shall continue until September 30, 2026, unless terminated earlier. At the end of the initial term of this Addendum, the parties upon mutual agreement, shall have the option to renew this Addendum for up to two additional one-year terms, with the terms and conditions remaining the same. The total period of the Addendum, including all renewals will not exceed five (5) year.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit A**. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance

of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Venue and Applicable Law: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

V.

Severability: In case any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

VI.

Right to Audit: NEOGOV agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of NEOGOV which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. NEOGOV agrees that the County shall have access during normal working hours to all necessary NEOGOV facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give NEOGOV reasonable advance notice of intended audits.

VII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

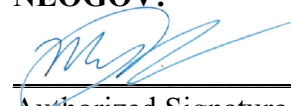
WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

NEOGOV:



Authorized Signature

Michael Burns
Printed Name

Date: September 8, 2023

Exhibit A



NEOGOV ORDER FORM			
NEOGOV:		Customer Name & Address:	
Governmentjobs.com, Inc. (dba "NEOGOV") 2120 Park Pl, Suite 100 El Segundo, CA 90245 billing@neogov.com		Williamson, County of (TX) 301 S.E. Innerloop, Suite 105 Georgetown, TX 78626	
Quote Creation Date:	8/25/2023	Contact Name:	Gretchen Glenn
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	Gretchen.glenn@wilco.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.	FTE:	1,900
Subscription Start Date: October 1 st , 2023			
Subscription Term (months): 36			

Fee Summary		
Service Description	Term	Term Fees
Insight Enterprise Subscription (IN) <i>Renewal</i>	October 1 st , 2023 – September 30 th , 2024	\$29,475.00
	October 1 st , 2024 – September 30 th , 2025	\$30,948.75
	October 1 st , 2025 – September 30 th , 2026	\$32,496.19
	October 1 st , 2026 – September 30 th , 2027 (Optional)	\$34,121.00
	October 1 st , 2027 – September 30 th , 2028 (Optional)	\$35,827.05
Professional Services – Implementation and Training	--	\$0.00
Total:		\$162,867.98

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).

- Initial Term: October 1st, 2023 – September 30th, 2026
- Optional Subsequent Terms: October 1st, 2026 – September 30th, 2028
- 5% capped annual increase



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	
Entity Name:	
Signature:	<hr/>
Print Name:	
Date:	