

EXHIBIT A

To Agreement by and between

the COUNTY OF MONTEREY, hereinafter referred to as "COUNTY"
and
Governmentjobs.com, Inc. DBA NEOGOV, hereinafter referred to as
"CONTRACTOR"

SCOPE OF SERVICES/PAYMENT PROVISIONS

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for incidental to the performance of work, as set forth below:

CONTRACTOR shall provide to COUNTY a subscription license, integration, implementation, and training services for NEOGOV’s Onboard and Perform software products as detailed in EXHIBIT B attached hereto.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENTS

COUNTY shall pay an amount not to exceed \$70,890.50 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR’s compensation for services rendered shall be based on the following rates and in accordance with the following terms:

Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Onboard (ON)	\$37,130.00	\$8,000.00	\$45,130.00
Perform (PE)	\$63,651.00	\$12,500.00	\$76,151.00
Integrations (IG)			
- Onboard Documents Export Subscription	Included	Included	Included
Sub Total:	\$100,781.00	\$16,600.00	\$121,281.00
		Year 1 Incentive Discount:	(\$50,390.50)
		Order Total:	\$70,890.50

The Subscription for Perform and Onboard shall commence 6/1/2020 and expire on 6/30/2021 (the “Initial Term”). Initial Term pricing reflects a waiver of Subscription Fees from 6/1/2020 through 6/30/2020.

Should County return a signed copy of the Agreement to NEOGOV by 6/1/2020, County shall receive an incentive discount of 50% off the contracted price for Perform and Onboard year one subscription fees.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 BILLING PROCEDURES

CONTRACTOR will invoice the COUNTY annually and payments will be made based upon satisfactory acceptance of CONTRACTOR's annual invoices. The invoicing process set forth in Paragraph 6.04 of this Agreement shall govern.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.