

EXHIBIT A

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
CORNERSTONE DETENTION PRODUCTS, INC., 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 or incidental to the performance of work, as set forth below:

1. Supply a qualified technician to perform a routine system test and inspection based on what the facility will allow us to do. The system test and inspection shall include but not be limited to the following:

- Visually check panels for defects, which hamper normal design operation
- Check control panel and/or touch screen operation
- Test for proper operation of the door control system and door status indications
- Test for proper operation of the intercom and paging systems
- Test for proper operation of all duress alarms
- Check associated processors and relays for proper operating voltages
- Check associated power supplies for proper operating voltages
- Make minor repairs and adjustments as needed

Maintenance visit(s) will include repairs and adjusts given to onsite technicians by facility on arrival as well as full system test as allowed by facility, adjustments and repairs will be done as needed based on what is found during system test. Any needed parts are not included.

Vendor will provide IT Manager with an agreed upon schedule for maintenance by October of each year.

2. Things specifically excluded:

- Any work made necessary due to owner changes or concealed conditions (example: customer asks for door position switches to be adjusted as the scope of the project knowing the lock does not work, and asks vendor to also correct the lock issue under the same project cost)
- Expedited materials cost
- Damaged (non-functional) cabling
- 120/240 AC Power
- Except as specifically required by the work and specifications, customer shall furnish all temporary site facilities, including site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and

Cornerstone Detention Products, Inc.

Amount: \$200,000

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lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, weather protection, fire protection, and trash and recycling services

- Not responsible for broken or damaged materials (except that caused by our own employees) nor for the protection of same
- Payments & performance bonds are not included

3. Provide free 24-hour technical support.
4. Have on-site inventory of replacement parts (also provide list) for some of the items that can be replaced by MCSO ISU team.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$200,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following:

Provide maintenance at least once a quarter and allow for six (6) unscheduled maintenances with three (3) weeks' notice.

Preventative Maintenance (3 days on-site)	\$7,800.00 per visit
Parts and equipment plus taxes	at cost
Request for work by Public Works, Facilities	at cost
Hourly rate	\$125.00

Emergency visit, with a 48–72-hour response time \$10,000 per visit

CONTRACTOR will apply a preferred customer pricing on all material and parts.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

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 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of a maintenance service or emergency service event. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

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If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff's Office
Attention: Fiscal Division Accounts Payable
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

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.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.