

**EXHIBIT-A**

**To Agreement by and between  
Monterey County Sheriff Office hereinafter referred to as "County."**

**AND**

**Freedom Advocates, LLC, hereinafter referred to as "CONTRACTOR."**

**Scope of Services/ Terms and Conditions/ 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:

A.1.1 Provide religious services and counseling for incarcerated person of Monterey County Adult Detention Facility, in accordance with the manual attached to this document as Exhibit B and Request for Proposals documents, attached as Exhibit C.

A.1.2 The Correction Bureau, Program Manager is the contract manager for these services provided under this contract.

A.1.3 All written reports required under this Agreement must be delivered to Charles DaSilva, Program Manager II

**A.2 Reports**

A.2.1 Monthly reports of services provided shall be provided by Contractor to County Inmate Programs Director and County Detention Captain. Reporting shall be in format agreed and approved by county Inmate Programs Director a monthly roster of all programs Volunteers shall be prepared and submitted to County Inmate Programs Director.

A.2.2 All clerical and data entry word needs to produce reports shall be performed by Contractor.

**B. AGREEMENT TERMS AND CONDITIONS**

**B.1 TERMS**

B.1.1 The initial term of this Agreement is from February 6, 2024 to February 28, 2027, unless sooner terminated pursuant to the terms of this Agreement, with the option to extend the Agreement for two (2) additional one (1) year periods, for a total not to exceed a maximum of five (5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

Freedom Advocates LLC  
\$345,000.00  
2/6/2024 thru 2/28/2027

B.1.2 If the County exercises its option to extend the terms of the Agreement, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

B.1.2.1 County is not required to state a reason if it elects not to renew.

B.1.3 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice, or immediately with cause.

**C. PAYMENT PROVISIONS**

**C.1 COMPENSATION/ PAYMENT**

C.1.1 County shall pay an amount not to exceed \$345,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work for the Agreement. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Price Detail**

Year One	Start of contract Date to 12 months after	\$ 115,000.00
Year Two	12 Months following Year One	\$ 115,000.00
Year Three	12 Months following Year Two	\$ 115,000.00

\*Contract is a three-year contract, with two (2) one (1) year extensions possible

C.1.2 ALL TAXABLE ITEM SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in and all taxes should be listed as a separate line item.

C.1.3 There shall be no travel reimbursement allowed during this agreement.

C.1.4 Contractor shall reimburse County for all costs of Contractor's employee background clearances done by County.

C.1.5 Costs of all backgrounds done on volunteers shall be paid by the County.

C.1.6 County shall not reimburse of any purchase or expenses made in excess of Annual Amount. This is an all-inclusive amount per year.

C.1.7 CONTRACTOR warrants that the cost charged for services under the terms of this contract not in excess of those charged any other client for the same services performed by the same individual.

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## C.2 CONTRACTORS BILLING PROCEDURES

C.2.1 Invoicing shall occur monthly. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

C.2.2 If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail address to the following location:

Monterey County Sheriff/Coroner's Office  
Attn: Fiscal Unit Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906

C.2.3 NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

C.2.4 County may, in its sole discretion, withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

C.2.5 No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

C.2.6 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.

C.2.7 DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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