

EXHIBIT-A

To Agreement by and between Monterey County Emergency Communications Department, hereinafter referred to as "County" AND Biddle Consulting Group 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:

CritiCall Elite maintenance which includes:

A) Unlimited telephone technical support for assistance in operating the CritiCall system. This assistance does not include consulting, e.g., data set up, interpretation, or other consulting services that are available on a time and charges basis.

B) All CritiCall program updates during the contracted annual maintenance period. An update is defined as an interim release, which provides corrections for minor defects, and/or improvements made to the software between major upgrades.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$1,538 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 rates or in accordance with the following terms:

Contractor shall provide CritiCall Elite maintenance as describe in this Agreement (A.1) for the term of January 6, 2015 to January 5, 2016.

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 CONTRACTORS BILLING PROCEDURES

NOTE: Payment for the term of this agreement shall be due upon execution of this agreement.

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.