EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Scope of Services

Contractor shall provide maintenance support of the PINNACLE Telemanagement Software and provide software modifications and database updates as needed by the County.

- a. The maintenance and support services will be for the following modules within the application:
 - Service Manager, Usage, Chargeback, Optimization, Service Desk, and Inventory
 - Infrastructure & E911 (for 4,000 lines, within 2 nodes)
 - Switch Manager for Ericsson MD-110 Resynch

The terms and conditions of the maintenance and support are specified in **Exhibit B-1**, Pinnacle Customer Care Guide incorporated as part of this Agreement.

The yearly Maintenance and Support, costs will be as follows:

Term	Amount
April 1, 2012 – March 31, 2013	\$16,548
April 1, 2013 – March 31, 2014	\$16,879
April 1, 2014 – March 31, 2015	\$17,217
April 1, 2015 – March 31, 2016	\$17,906

- b. The software and database modifications services will be provided by the Contractor on an as needed basis at the rate of \$225/hour billed on an incurred basis. The maximum hours of software and database modifications shall not exceed 80 hours or \$18,000 for the term of the Agreement.
- c. For all software and database modifications as requested by the County, the Contractor shall provide a quote of the estimated hours and defined services, which are hereby incorporated by reference. County shall review and approve any labor prior to the Contractor performing any modifications.
- d. County shall provide access to the vendor to the database as needed to perform the changes.

II. Term of the Agreement

The term of this Agreement shall be from <u>April 1, 2012 through March 31, 2016</u> unless sooner terminated pursuant to the terms of this Agreement.

III.Payment Provisions

a. For the services described in this Agreement, the maximum obligation of the County shall be:

Term	Amount
April 1, 2012 – March 31, 2013 (Yearly Rate)	\$16,548
April 1, 2013 – March 31, 2014 (Yearly Rate)	\$16,879
April 1, 2014 – March 31, 2015 (Yearly Rate)	\$17,217
April 2, 2015 – March 31, 2016 (Yearly Rate)	\$17,906
Software & Database Modifications (Hourly	\$18,000
Labor as incurred)	
Maximum Agreement Amount	\$86,550

In order to be reimbursed for travel costs, Contractor must comply with Monterey County Travel Policy which is available on the County website at http://www.co.monterey.ca.us/auditor/pdfs/travelpolicy2008.pdf

- b. Payment conditions as specified in Section 6 of the body of this Agreement shall apply. In the event that the Agreement is terminated prior to completion of the services, the amount paid shall be prorated over the length of the Agreement and should the County determine a reimbursement is owed, the Contractor shall reimburse the County within thirty (30) days of the termination.
- c. Invoices shall be mailed to:

Monterey County Information Technology 1590 Moffett Street Salinas, Ca. 93905 Attn: Accounts Payable