

EXHIBIT-A

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To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
CentralSquare Technologies, LLC, 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:

Provide installation and/or support services, training, technical support by telephone, electronically, and by publication for no additional fee. Maintain a website to facilitate its technical support. Add upgrades to or modify software or related support services.

Provide two (2) licenses. The license for the use of any upgrades to the software or its documentation supplied through this agreement shall be covered.

Provide maintenance for two (2) workstations.

All written reports regarding additional services, parts, preventative maintenance or recommendations for replacement of equipment produced under this Agreement must be delivered to MCSO IT Manager

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$60,251.00 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:

CentralSquare Technologies, LLC

Amount: \$60,251.00

Term: 01/01/2022 (retro) TO 06/30/2027

Page 1

EXHIBIT-A

	Quantity	1/1/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027
CryWolf Alarm Full Use Workstation License Fee	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CryWolf Alarm Full Use Workstation Annual Maintenance Fee	1	\$3,181.16	\$6,362.32	\$6,680.44	\$7,014.46	\$7,365.18	\$7,733.44
CryWolf Alarm Full Use Additional Workstation License Fee	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CryWolf Alarm Full Use Additional Workstation Annual Maintenance Fee	1	\$988.61	\$1,977.22	\$2,076.08	\$2,179.89	\$2,288.88	\$2,403.32
Total		\$4,169.77	\$8,339.54	\$8,756.52	\$9,194.35	\$9,654.06	\$10,136.76
							\$50,251.00

Develop, update, installation, repair and/or customization, migration/rehosting and provide technical support as necessary and additional license(s) - \$10,000.00 plus tax

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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EXHIBIT-A

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/Coroner's Office
Attention: Fiscal Unit 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.

CentralSquare Technologies, LLC

Amount: \$60,251.00

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Page 3