

EXHIBIT-E

**To Agreement by and between
Monterey County Probation Department, hereinafter referred to as “County”
AND
Motorola Solutions, Incorporated, 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:

CONTRACTOR will provide digital portable radios as described in Exhibit C

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

- a. Upon receipt of a complete and proper invoice, County shall annually pay a single amount for the performance of all things necessary for the performance of work as set forth in the Scope of Services, as detailed below. CONTRACTOR will provide an invoice detailing the charges based on the rates as detailed herein, included as Exhibit C in this agreement.
- b. The period of this agreement shall be November 1, 2020 through October 31, 2025.
- c. Total compensation for the duration of this contract will not exceed \$398,415.25, which is for the duration of this contract. Annual payments will be made commencing in November 2021, in the amount of \$79,683.05.
- d. The grand total shall not exceed \$ 398,415.25

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 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.

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.