

EXHIBIT A

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
CORNERSTONE DETENTION PRODUCTS, INC., hereinafter referred to as
"CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR will provide new workstation computers for detention controls, with a new Wonderware application, written to match the style of the old jail controls, and re-write the PLC program. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Software and Computer Upgrade (NEW JAIL) Scope of Work:

1.1 Security System Touch Screen Control

- Provide (6) new workstation computers, running Windows 11, and a new Wonderware application written to match the style of the old jail controls
- Provide (6) 27" touch screen monitors
- Provide a Security Management System (SMS) computer for event logging
- Existing Harding System and Masters to be reprogrammed and reused.

1.2 Programmable Logic Controller (PLC)

- Re-write the PLC program
- CONTRACTOR will reuse the existing PLC processors, I/O and relays

2 Computer Upgrade (OLD JAIL) Scope of Work:

- Security System Touch Screen Control
- Provide (7) new workstation computers, running Windows 11, screen layout and style to remain the same.
- Reuse existing touch screen monitors.

3 Clarifications for SEC Scope of Work:

- Provide technicians on-site to install and test the new system.
- Cornerstone will coordinate with the facility to connect new workstation computers to facility provided NTP server.
- Provide full security system pre-test documenting current functionality.
- Provide system engineering and programming.
- Provide onsite start-up, testing and commissioning of the system.

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- Provide training to owner on system.
- Provide one (1) year warranty on parts and labor

4 Security Electronics Inclusions:

- Submittals development, project coordination, engineering, and documentation as specified.
- Equipment delivery to jobsite.
- Installation of the equipment that we provide, unless noted otherwise.
- Programming, on-site startup, final testing and commissioning as specified.
- Warranty as specified

5 Security Electronics Exclusions:

- Consoles, base metal, casework, millwork, and laminated counter/desktops.
- Labor to receive, unload, distribute, layout, and installation of materials supplied by us but designated for installation by the General Contractor or Others accept as noted herein.
- Site storage containers and facilities properly secured and protected for materials supplied by us but designated for installation by the General Contractor or Others accept as noted herein.
- Installation of materials supplied by others accept as noted herein.
- Painting, except for touchup where required to materials that we provide and install.
- Bituminous coatings, asphalt paint or other special coatings on material.
- Power supplies for any door control equipment not specifically included herein.
- Door locks, doors, and door hardware, turnstiles, vehicle barriers, bollards, gates, and arms not mentioned herein.
- Any work included or duplicated in Divisions/Specification Sections other than that specifically indicated as included herein.
- Conduit and raceway, innerducts, cable tray, metal wireway, j-hooks, sleeves and sleeve seals, hangers, and support systems (including for seismic), firestopping and firestopping devices, core drilling, standard backboxes, duct banks, handholes, etc., including labeling and painting/color-coding of conduits and pull boxes
- Power raceway, power wiring, power outlets, power distribution panels/breakers, and power terminations of any kind, including but not limited to that between equipment and circuit breaker panels and UPS power distribution points.
- Electrical grounding systems (we will provide a ground lug local to our equipment for connection to a grounding system provided by others; we will extend a grounding conductor and make connection to said grounding system provided it is in the same room as our equipment).
- Trenching, excavating, backfill, concrete work, or masonry work of any kind, including concrete foundations and pads for equipment cabinets, as well as

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wastes disposal and the setting of anchor bolts for exterior intercom pedestals and camera poles.

- Plywood Backboards.
- Any programming of systems provided by others.
- Certified/licensed professional services such as for Architects or Professional Engineer.
- Hazardous materials abatement - we assume in all cases that this will be provided by others.
- Demolition of existing.
- Condition of existing field devices and cabling that is to be re-used.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$384,675 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:

Provide maintenance once a quarter at no cost during warranty period.

Software & computer upgrade in new jail	\$ 261,350
Computer upgrade in old jail	\$ 123,325

CONTRACTOR will apply a preferred customer pricing on all material and parts.

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.

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:

230-SOFiscal@countyofmonterey.gov

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's Office
Attention: Fiscal Division Accounts Payable
1414 Natividad Road

Cornerstone Detention Products, Inc.
Amount: \$384,675
Term: 10/17/2025 to 06/30/2027

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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.