

**EXHIBIT-A**

**To  
Service Agreement  
COUNTY OF MONTEREY, hereinafter referred to as “COUNTY”  
AND  
CONTRACTOR INTERNET, hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the Broadband Project “PROJECT” as set forth below:

Build, deploy, operate, and maintain broadband services to unserved and underserved areas in Monterey County, set forth in **Request for Proposal (RFP) Number 10819**, in the amount of \$320,333 for the term of June 21, 2022 through December 31, 2024; deploy a network that meets the eligibility requirements in the American Rescue Plan Act of 2021 (ARPA), PL 117-2 (March 11, 2021), and reliably meet or exceed 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps download and 100 Mbps upload, to enable full and unrestricted access to online services.

Unserved and underserved households and businesses are defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps upload speed.

**A.1 PROJECT SERVICE LEVEL REQUIREMENTS**

County has identified the following minimum service level PROJECT requirements which must be followed by the Contractor.

Contractor will deliver at a minimum 100 Mbps download and be scalable to a minimum of 100 Mbps download and 100 Mbps upload, to enable full and unrestricted access to online services.

- CONTRACTOR will monitor and administer the Internet assets twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.
- CONTRACTOR will provide preventative maintenance whenever possible through proactive installation of patches, upgrades, hot fixes, service packs, and updates.

- CONTRACTOR will provide ongoing capacity management and planning to assure internet traffic throughput meets the required speeds.
- Other requirements as necessary.

## **A.2 PROJECT LICENSES AND PERMITS**

Throughout the term of this Agreement, CONTRACTOR shall possess or secure all licenses, permits, qualifications and approvals legally required to design, make purchase for, construct and/or install the PROJECT and shall comply with all applicable federal, state, and local laws, ordinances and regulations. Prior to commencement of construction, CONTRACTOR shall obtain any and all land use and building entitlements necessary to complete the PROJECT, including without limitation all zoning, development and site plan approvals, rights of entry, and appropriate building, environmental health or other permits. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with copies of all final permits, documents or other approvals required to design, make purchases for, construct and/or install the PROJECT.

## **A.3 PROJECT TIMELINE**

Project will consist of two (2), potentially overlapping phases:

### **a. Engineering and agreement procurement**

Months 1-3 after contract execution

It is expected that minimal construction activity will occur in the first three (3) months of the contract while CONTRACTOR obtains necessary agreements and licenses to operate the network. Securing agreements for some sites will almost certainly take longer than others simply due to the varying schedules of partner organizations.

### **b. Construction**

Months 3-12 after contract execution

For each point of presence (PoP), once necessary agreements and licenses are secured CONTRACTOR will proceed to construction and certification. The order the PoP implementation, will be built is dependent on results of engineering and agreement procurement and other factors. PoPs may be completed ahead of the timeline.

	Jul 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023
Hall District Elementary	Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing								
N. Monterey District Office		Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing							
Echo Valley Elementary			Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing						
Alisal High				Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing					
El Sausal Elementary					Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing				
Buena Vista Middle						Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing			
Salinas Fire Station #4							Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing		
Murphy Rd								Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing	

	Jul 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023
Covenant Lane Site									Planning/Agreement Acquisition	Design/Engineering	Construction	PoP Complete/Invoicing

Note: order of sites built is subject to change based on engineering and agreement procurement and other factors.

#### A.4 REPORTS

CONTRACTOR will supply the following reports throughout project:

##### a. Payment Milestone Report

A Milestone report will be submitted along with the invoice for each site finished. This report will include the name of PoP completed, date completed, requested reimbursement amount.

Name of PoP	Due Date	Date completed	Build Report Attached (y/n)	Amount requested	Invoiced (y/n)
Hall District	10/30/22				
N. Monterey District Office	11/31/22				
Echo Valley Elementary	12/31/22				
Alisal High	1/31/23				
El Sausal Elementary	2/28/23				
Buena Vista Middle	3/31/23				
Salinas Fire Station #4	4/30/23				
Murphy Rd	5/31/23				
Covenant Lane Site	6/30/23				

Note: order of sites built is subject to change based on engineering and agreement procurement and other factors.

**b. Build Plan Report**

Attached Build Plan report will include a full written scope of hardware installed and work completed. This report will also include photographs of the deployment as-built.

**c. Quarterly Report**

A quarterly progress report shall be submitted that includes the following information:

Progress on each of the 9 milestones and their associated contingencies.

- Number of subscribers, from each completed site, broken down by:

Equal Access (subsidized) and non-Equal Access (full price) subscribers.

- A narrative on any developments in the overall project, including information on new partner organizations or new service.

**A.5 MAINTENANCE**

- a. COUNTY will provide a direct capital dollar contribution for the project under the terms and timelines specified in this agreement. COUNTY funding will be released upon completion and acceptance of agreed-upon project milestones. All deployment, maintenance, and operational costs, including customer acquisition and customer service, will be the responsibility of the CONTRACTOR.
- b. COUNTY does not intend to enter the broadband business as a competitive service provider. County does not intend to own the network infrastructure it financially supports through this project. County does not intend to operate the network infrastructure it financially supports through this project.
- c. CONTRACTOR shall be solely responsible for the proper execution of and on-going operation and maintenance of the PROJECT, and for full compliance with all legal requirements and permitting requirements, CEQA/NEPA, and legal requirements relating to public contracting and construction, public bidding, and prevailing wages.
- d. CONTRACTOR shall pay all costs and expenses associated with maintenance and operation of the PROJECT and shall keep the PROJECT and all portions thereof in a good, safe and usable condition.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT MILESTONES**

- a. CONTRACTOR shall invoice the COUNTY only when a site has been certified by CONTRACTOR as complete and ready to serve subscribers. This certification shall be considered the milestone for purposes of reporting and invoicing.
- b. This project has contingencies that will be met ahead of construction:
  - Site Agreement
  - FCC Licenses (or a declaration that no FCC license is required for the hardware being used at this site) or fiber leases for connectivity.
- c. CONTRACTOR shall solely carry the financial burden for obtaining necessary materials, agreements, and licenses necessary for operation.
- d. Any portion of the Information Technology Department's budget which COUNTY does not pay to CONTRACTOR, and any grant funds returned to COUNTY shall be retained by COUNTY.

**NOTE:** All fees and costs stated herein shall include all applicable tax.

If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm) To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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**

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