

EXHIBIT-A

**To Agreement by and between
County of Monterey, through its Monterey County Free Library Department hereinafter
referred to as "COUNTY"**

AND

**California Internet, L.P., doing business as GeoLinks, hereinafter referred to as
"CONTRACTOR"**

Scope of Services / Payment Provisions

I. SCOPE OF SERVICES

This Scope of Services sets forth the expected tasks, service levels, and responsibilities of CONTRACTOR in providing qualified personnel to provide a 100Megabit internet connection link to each of the following COUNTY leased sites: 47047 Highway One, Big Sur, CA 93920 and 70585 Parkfield-Coalinga Rd, Parkfield, CA 93451. The CONTRACTOR confirms that it is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledges that the COUNTY is relying on this expertise. County and CONTRACTOR agree that where the terms of the Agreement and/or this Scope of Work conflict with Exhibit B, GeoLinks' Terms and Conditions, GeoLinks' Terms and Conditions controls.

- a. Qualifications of Contractor; Safety Compliance.
 1. Tower Climbing Certification. CONTRACTOR shall implement all procedures and take all measures necessary to ensure that only those CONTRACTOR's employees or agents who have been properly trained as qualified climbers in accordance with commonly recognized industry practices and applicable federal and state laws and regulations shall climb tower structures. COUNTY shall have no responsibility to monitor elevated work by CONTRACTOR's employees or agents or to verify training of the same. "Elevated work" means any work over six feet about ground level, including, but not limited to, any means of elevating personnel above the ground, any tower climbing, tower antenna or equipment installation, or maintenance activities on towers. The performance of elevated work by any of CONTRACTOR's employees or agents who have not been properly trained as qualified climbers shall constitute a material breach of this Agreement. Upon such material breach, COUNTY shall have the right to immediately terminate this Agreement.

2. Radio Frequency Exposure Safety. CONTRACTOR and its employees or agents represent and warrant that they are fully aware of and knowledgeable about the inherent dangers of working on or near towers, rooftops, or other wireless communication sites that are “live”, i.e. that are actively receiving and/or transmitting radio signals that may create radio frequency radiation (“RFR”) (hereinafter “live sites”). CONTRACTOR shall implement all procedures and take all measures necessary to ensure that only those CONTRACTOR’s employees or agents who have satisfactorily completed RFR safety training in accordance with FCC OET 65, the most current applicable updates in regulations and guidelines set forth by the Occupational Safety and Health Administration (“OSHA”) of the United States Department of Labor, and commonly recognized industry practices, may enter a Live Site or perform work on a Live Site. The performance of work on a Live Site by any of CONTRACTOR’s employees or agents who have not satisfactorily completed RFR safety training shall constitute a material breach of this Agreement. Upon such material breach, COUNTY shall have the right to immediately terminate this Agreement.
3. Regulatory Compliance. In performing the work referred to in Item I, Section A above, CONTRACTOR and its personnel shall adhere to any and all federal and state rules and regulations set forth by OSHA, specifically the Code of Federal Regulations Title 29, Part 1926 entitled “Safety and Health Regulations for Construction”, and California OSHA Title 8, Chapter 4, Subchapter 21 entitled, “Telecommunication Safety Orders”.
4. CONTRACTOR shall assign a project manager for the duration of the entire project and County shall assign staff to serve as the primary contact for the duration of the project. Contact information for CONTRACTOR’s Project Manager is: Phillip Deneef, 888-225-1471, extension 8131; Phillip@geolink.com. Contact Information for County’s Primary Contact Staff Member is Kris Amaral, 831-758-7574, amaralkm@co.monterey.ca.us or her designee.
5. CONTRACTOR shall provide an installation schedule to County for review and approval, before beginning any work; County shall review and approve the installation schedule in writing.
6. Contractor will provide County with an all-inclusive cost list, specifying the costs associated with equipment purchases, labor, permit fees, and any associated expense. County will review and provide approval of the cost list in writing before Contractor begins work.
7. CONTRACTOR shall install all new components and equipment in providing the two 100Megabit internet connection links
8. CONTRACTOR shall provide a list of all components installed, detailing: Serial number, MAC address and part number

9. CONTRACTOR shall mark work areas with safety cones and caution tape
10. CONTRACTOR will complete installation of system during standard business hours. Any after-hours work must be coordinated with County a minimum of forty-eight (48) hours in advance.
11. CONTRACTOR shall adhere to COUNTY site access procedures
12. Prior to commencing any work, CONTRACTOR shall meet with COUNTY and present high-level design for all related work associated with both sites.
13. CONTRACTOR shall obtain all necessary permits and is solely responsible for all associated permit fees and costs
14. CONTRACTOR shall warranty any building penetration made during installation against leakage, structural damage, or other damage of any nature. CONTRACTOR is responsible for making, and for the cost of, any damage to buildings ensuing from its installation.
15. Prior to commencing work, CONTRACTOR will provide a high-level design (HLD), Low-Level Design (LLD) and Method of Procedure (MOP) for COUNTY to review. CONTRACTOR shall provide County with a high-level design of installation components for each site to include: equipment, building penetration, conduits, boxes, structural supports, electrical work, and grounding. County shall approve the Low-Level and High-level designs, and the Method of Procedure proposed by CONTRACTOR, in writing, in advance of CONTRACTOR's commencement of work.
16. CONTRACTOR shall keep a clean working environment and remove trash/debris daily
17. In advance of commencement of the project, CONTRACTOR shall perform a structural analysis to include existing tower members, tower foundation, existing appurtenances, and all proposed equipment that it will install on any County-owned communication tower. The structural analysis shall be wet signed and stamped by a professional engineer licensed by the State of California. The structural analysis shall be compliant with Revision H of the ANSI/TIA-222 Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures. CONTRACTOR may be required to work cooperatively with other County vendors to utilize existing structural analyses of County towers. CONTRACTOR shall coordinate with County regarding the structural analysis it performs. County shall approve CONTRACTOR's structural analysis, in writing, before the project commences.
18. CONTRACTOR shall provide County with an antenna schedule to include antenna make, model, mount elevation centerline, azimuth, mount type, cable type/quantity/diameter.
19. CONTRACTOR shall provide County with all pertinent FCC data/license information, Call signs, and frequencies.

20. CONTRACTOR shall conduct FCC Prior Coordination Notifications (PCN) to ensure proposed microwave path does not interfere with existing Public Safety Licensed Microwave paths
21. CONTRACTOR guarantees a bandwidth minimum of 100Mbps
22. CONTRACTOR shall test, label and certify all low voltage cabling in accordance with applicable cabling certification codes, to be provided by County.
23. CONTRACTOR shall provide test results for all cabling, demonstrating that all cables installed passed a wiring test for proper termination.
24. CONTRACTOR shall test all components of the two 100Megabit internet connection links to ensure proper integration to County’s data network
25. CONTRACTOR shall work with COUNTY to integrate connectivity of the internet connection links to County’s COUNTY Wide Area Network (WAN)
26. CONTRACTOR will complete implementation, configuration, installation; provisioning and all aspects of commissioning of system to satisfaction of COUNTY
27. CONTRACTOR will provide County with documentation on the two 100Megabit internet connection links to include: systems drawings, and configuration overview
28. CONTRACTOR shall provide a warranty on installation and all internet connection link components for one (1) year, with the warranty beginning to run from the date of County acceptance of the project in writing.
29. CONTRACTOR shall service the internet connection links six (6) months after completion of installation, as measured from the date of County acceptance of the project in writing, to ensure all components, connections and equipment are operating correctly
30. CONTRACTOR shall service the internet connection links eleven (11) months after the 6-month service to ensure all components, connections and equipment is operating correctly
31. Contractors connection will be Layer 2 from each A Location to the Z Location and Layer 3 at Z location. Z Location is the 1590 Moffett Street location, County Data Center
32. Contractors network maximum transmitting unit between both sites will be 1958
33. The following County staff member(s) are authorized to report outages to CONTRACTOR in the event of network issues, failures, or modifications needed:
Kris Amaral, 831-758-7574, amaralkm@co.monterey.ca.us or designee.
34. CONTRACTOR’s escalation path for resolution of issues is as follows:

NetOps	Technical Support (Ticketing)	-	support@geolinks.com	888-225-1571 ext. 2
NetOps	(Direct)	-	netops@geolinks.com	877-446-2073
NetOps	Andrew O'Brien*	NetOps Manager	ao'Brien@geolinks.com	888-225-1571 ext. 8138
NetOps	Kevin Malone*	Director of Network Operations	kevin@geolinks.com	888-225-1571 ext. 8107

If issues cannot be resolved via this path, the issue(s) shall be next escalated to CONTRACTOR' President, Ryan Adams. And thereafter, if needed, the issue(s) shall be escalated to the CEO, Skyler Ditchfield. Contract shall provide County with email addresses and phone numbers after this Agreement is executed.

35. Contractor has a Network Operational Center (NOC) that is staffed 24/7 to can be reached in the event of outages or issues that need to be reported. NOC could be reached at 888-225-1571 Opt 2
36. Contractor shall provide 100Mbps link for each library location referenced in this agreement
37. Contractor will install one edge router device at each location within the demarcation of each library location referenced in this agreement.

II. PAYMENT PROVISIONS

Upon execution of this Agreement, Contractor shall commence all required construction and installation for the internet connections. Completion of all construction and installation and the activation of an internet connection specified in this Scope of Work shall trigger commencement of the Service Term for each location (i.e. 60 months from the date of service activation) . When service has been activated for a location, Contractor will begin invoicing the County for that location on a monthly basis, pursuant to the Service Agreement. Once service for both internet connections is activated, Contractor shall provide County with written notice of project completion and activation, such notice to be delivered to the County primary contact staff member set forth in Paragraph 4 of this Scope of Work. County shall have 10 (ten) days to verify and concur in Contractor's representations and to thereby accept the project in writing, delivered to Contractor's manager set forth in Paragraph 4.

Within 10 days (ten) of the date of County's written acceptance, as specified above, Contractor shall submit a monthly invoice to County, through the primary contact staff member specified.

Contractor shall complete monthly invoicing to County in compliance with the requirements of the E-Rate program, as administered by the Universal Service Administrative Company (USAC) requirements. Specifically, Contractor's invoices shall bill each library location separately. Contractor's monthly invoices shall state the following: the monthly cost for service, the applicable E-Rate discount (90%), and the applicable California Teleconnect Fund discount (50% of the remaining amount after the E-Rate discount has been applied).

The monthly invoiced amount is inclusive of all costs for service including service, taxes, fees, construction costs, installation and set up costs, equipment, and other contingent costs such as permits. Contractor's invoices shall be presented in substantially the same format as set forth in the sample invoices, by location, attached to this Scope of Work. Sample invoices are attached

to this Scope of Work as Attachments 1 and 2. Contractor shall ensure that its bills corresponds to Contractor's pricing and service quotes, which it submitted in response to the Request for Proposals issued by County for this project and which are attached to this Scope of Work as attachments 3 and 4. Contractor shall ensure that Contractor's billings shall do not exceed \$50,000.00.

The County will pay Contractor's invoices as specified in Paragraph 6.04 of the Agreement.

CONTRACTOR, and all subcontractors performing work under this contract shall pay wages to their workers employed on such work as not less than the general prevailing rate of per diem wages for such work, as required by Labor Code Section 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Failure to pay such prevailing wages shall subject CONTRACTOR to the penalties set forth in Labor Code Sec. 1775.

- a. There shall be no travel reimbursement allowed during this Agreement.
- b. 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.
- c. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- d. 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.
- e. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



SAMPLE INVOICE

California Internet, LP DBA GeoLinks
 251 Camarillo Ranch Rd
 Camarillo, CA 93012
 (888) 225-1571

Bill To:
Monterey County Free Libraries 47047 Highway One Big Sur, CA 93920

Date	Invoice
06/01/2019	1234567

Terms	Due Date
Net 30 Days	07/01/2019

Product	Quantity	Price	Amount
Agreement - 47047 Highway One - Business - ClearFiber - 100/100 Mbps			
ClearFiber 100/100 Mbps Bus: ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP, 24/7/365 SLA	1.00	\$4,700.00	\$4,700.00
E-Rate Discount: Eligible E-Rate recipient. 90%	1.00	(\$4,230.00)	(\$4,230.00)
CTF Discount: California Teleconnect Fund Discount for Non-Profits 50%	1.00	(\$235.00)	(\$235.00)
Total Product:			\$235.00

The service period covered in this invoice is from the invoice due date through the last day of the month. Please Make checks payable to: California Internet, LP. DBA Geolinks If you would like to set up an automatic recurring payment with a credit card or electronic check, please contact our billing department.	Invoice Subtotal:	\$235.00
	Sales Tax:	\$0.00
	Invoice Total:	\$235.00
	Payments:	(\$0.00)
	Credits:	\$0.00
	Balance Due:	\$235.00

Thank you for your business!



SAMPLE INVOICE

California Internet, LP DBA GeoLinks
 251 Camarillo Ranch Rd
 Camarillo, CA 93012
 (888) 225-1571

Bill To: Monterey County Free Libraries 70585 Parkfield-Coalina Road Parkfield, CA 93451
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Date 06/01/2019	Invoice 1234567
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Terms Net 30 Days	Due Date 07/01/2019
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Product	Quantity	Price	Amount
Agreement - 70585 Parkfield-Coalina Rd - Business - ClearFiber - 100/100 Mbps			
ClearFiber 100/100 Mbps Bus: ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP, 24/7/365 SLA	1.00	\$11,100.00	\$11,100.00
E-Rate Discount: Eligible E-Rate recipient. 90%	1.00	(\$9,990.00)	(\$9,990.00)
CTF Discount: California Teleconnect Fund Discount for Non-Profits 50%	1.00	(\$555.00)	(\$555.00)
Total Product:			\$555.00
The service period covered in this invoice is from the invoice due date through the last day of the month. Please Make checks payable to: California Internet, LP. DBA Geolinks If you would like to set up an automatic recurring payment with a credit card or electronic check, please contact our billing department.	Invoice Subtotal:		\$555.00
	Sales Tax:		\$0.00
	Invoice Total:		\$555.00
	Payments:		(\$0.00)
	Credits:		\$0.00
	Balance Due:		\$555.00

Thank you for your business!

ATTACHMENT 3 – GEOLINKS SCOPE OF WORK

SPIN - 143048239
 RFP 190021143
 Monterey County Free Libraries

Geolinks Pricing Worksheet

Location	Requested Service	Requested Bandwidths	100 Mbps		250 Mbps		500 Mbps		1 Gbps	
			recurring cost for five year term	Number of days to install	recurring cost for five year term	Number of days to install	recurring cost for five year term	Number of days to install	recurring cost for five year term	Number of days to install
47047 Highway One, Big Sur, CA 93920	Internet Access and Transport Bundled (Non-Fiber)	50 Mbps - 1 Gbps	\$4,200	90-240	\$5,000	90-240	\$6,000	90-240	\$8,200	90-240
70585 Parkfield - Coalina Rd, Parkfield, CA 93451	Internet Access and Transport Bundled (Non-Fiber)	50 Mbps - 1 Gbps	\$10,600	90-240	\$11,500	90-240	\$13,000	90-240	\$14,050	90-240
County of Monterey Information Technology Dept. to 47047 Highway One, Big Sur, CA 93920	Transport Only	50 Mbps - 1 Gbps	\$4,700	90-240	\$5,500	90-240	\$6,500	90-240	\$8,700	90-240
County of Monterey Information Technology Dept. to 70585 Parkfield - Coalina Rd, Parkfield, CA 93451	Transport Only	50 Mbps - 1 Gbps	\$11,100	90-240	\$12,000	90-240	\$13,500	90-240	\$14,550	90-240

Prices are inclusive of all construction costs, fees, and taxes, if applicable.

Prices based on 3/27/19 Acting Director's Review Board's ITD approval.

Monterey County Free Libraries - 100/100 Mbps Revised

Prepared by:
California Internet LP DBA GeoLinks

 Phillip Deneef
 805-225-4638 ext 8131
 Phillip@geolinks.com

Prepared for:
Monterey County Free Libraries

 70585 Parkfield-Coalina Road
 Parkfield, CA 93451
 Chris Ricker
 (831) 883-7567
 rickercm@co.monterey.ca.us

Details:
Quote #: 007645

 Version: 1
 Delivery Date: 04/08/2019
 Expiration Date: 04/30/2019

Products

Description	Recurring	Qty	Ext. Recurring
ClearFiber 100/100 Mbps Bus L2 ClearFiber - Retail Layer 2 Business 100/100 Mbps - A Loc - 70585 Parkfield-Coalina Road Parkfield, CA - Z Loc - 1590 Moffett Street Salinas California 93905 ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP 24/7/365 SLA	\$11 100.00	1	\$11 100.00
New Install - One Time Charge New Install - One Time Charge - Waived - Estimated Installation Time Frame 90-240 days New Install - One Time Installation Charge	\$0.00	1	\$0.00
Monthly Subtotal:			\$11,100.00

Monthly Expenses Summary

Description	Amount
Products	\$11 100 00
Monthly Total:	\$11,100.00

Payment Options

Description	Payments	Interval	Amount
Term			
60 Month Contract	60	Monthly	\$11,100.00

All applicable government-compliant taxes & fees will be added to the contract rate(s) shown above. By signing this Quote (hereinafter referred to as the "Agreement"), the undersigned ("Customer") agrees and authorizes GeoLinks to provide the services listed herein. Customer also hereby agrees to the Terms and Conditions, Service Level Agreement, Voice over Internet Protocol Service Policy, Acceptable Use Policy and Privacy Policy ("Provisions") available at www.GeoLinks.com, which are incorporated by reference. Upon acceptance of signed Agreement, GeoLinks will deliver services. Upon completion of service delivery, GeoLinks will transmit an invoice to Customer for Services. This Agreement, Provisions and the invoice will constitute the entire agreement between the parties.



Monterey County Free Libraries - 100/100 Mbps Revised

Prepared by:

California Internet LP DBA GeoLinks
Phillip Deneef
805-225-4638 ext 8131
Phillip@geolinks.com

Prepared for:

Monterey County Free Libraries
47047 Highway One
Big Sur, CA 93920
Chris Ricker
(831) 883-7567
rickercm@co.monterey.ca.us

Details:

Quote #: 007642
Version: 1
Delivery Date: 04/08/2019
Expiration Date: 04/30/2019

Products

Description	Recurring	Qty	Ext. Recurring
ClearFiber 100/100 Mbps Bus L2 ClearFiber - Retail Layer 2 Business -100/100 Mbps - A Loc - 1590 Moffett Street Salinas California 93905 - Z Loc - 47047 Highway One Big Sur, CA ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP. 24/7/365 SLA	\$4,700.00	1	\$4,700.00
New Install - One Time Charge New Install - One Time Charge - Waived - Estimated Installation Time Frame 90-240 days New Install - One Time Installation Charge	\$0.00	1	\$0.00
Monthly Subtotal:			\$4,700.00

Monthly Expenses Summary

Description	Amount
Products	\$4,700.00
Monthly Total:	\$4,700.00

Payment Options

Description	Payments	Interval	Amount
Term			
60 Month Contract	60	Monthly	\$4,700.00

All applicable government-compliant taxes & fees will be added to the contract rate(s) shown above. By signing this Quote (hereinafter referred to as the "Agreement"), the undersigned ("Customer") agrees and authorizes GeoLinks to provide the services listed herein. Customer also hereby agrees to the Terms and Conditions, Service Level Agreement, Voice over Internet Protocol Service Policy, Acceptable Use Policy, and Privacy Policy ("Provisions") available at www.GeoLinks.com, which are incorporated by reference. Upon acceptance of signed Agreement, GeoLinks will deliver services. Upon completion of service delivery, GeoLinks will transmit an invoice to Customer for Services. This Agreement, Provisions and the invoice will constitute the entire agreement between the parties.