

EXHIBIT A-1
AMENDMENT NO. 2
To
Service Agreement
COUNTY OF MONTEREY, hereinafter referred to as “COUNTY”
AND
SPECTRUM PACIFIC WEST, LLC BY CHARTER COMMUNICATIONS, INC.,
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 \$1,756,000 for the term of July 26, 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 be capable of reliably meeting or exceeding 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps download and 100 Mbps upload.

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. The addresses of the unserved and underserved houses impacted by this Agreement are listed in Exhibit B-2.

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 build a high speed broadband network capable of reliably delivering a minimum 100 Mbps download and designed to be scalable to a minimum of 100 Mbps download and 100 Mbps upload.

- 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 pursuant to acceptable industry standards.
- CONTRACTOR will provide ongoing capacity management and planning to assure internet traffic throughput meets the required speeds.

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. 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 as may be applicable. 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

CONTRACTOR plans to use its existing comprehensive proprietary construction project management system and process to manage all phases of construction activity on a passing-by-passing basis to ensure that it can meet its completion date as set forth in the Grant Agreement.

A.4 REPORTS

CONTRACTOR will supply the following reports throughout project, which reports shall be treated as confidential:

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 project area completed, date completed, requested reimbursement amount.

Name of PoP	Date completed	Build Report Attached (y/n)	Amount requested	Invoiced (y/n)
San Ardo				
San Lucas				
Strawberry Canyon				
Prunedale North				
Prunedale South				

Note: order of sites built is subject solely to Contractor's discretion and subject to change based on engineering and agreement procurement and other factors.

b. Quarterly Report

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

- Progress on each of the milestones and their associated contingencies.
- Number of subscribers, from each completed site.
- A narrative on any progress in the overall project,
- A summary of all work completed with descriptions of the relevant technology and hardware used.

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, including CEQA/NEPA to the extent applicable to this project.
- 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. Except in connection with Prunedale South CONTRACTOR shall invoice the COUNTY only when a site (as delineated in the below Site Breakdown) 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. For Prunedale South, CONTRACTOR may invoice the COUNTY separately for the initial 122 addresses and the final 37 addresses.

Site Breakdown

Site	San Ardo	San Lucas	Strawberry Canyon	Prunedale North	Prunedale South	Total
Total Project Cost by Region	\$1,274,315	\$848,895	\$468,432	\$182,361	\$1,130,152	\$3,904,155
County Share of Cost	\$567,984	\$378,367	\$208,788	\$81,281	\$519,579	\$1,755,999
Charter Cost	\$706,331	\$470,528	\$259,644	\$101,080	\$610,573	\$2,148,156

The term “Activation” as used herein is defined as the capability of an address to receive broadband service from the Broadband Project.

- b. CONTRACTOR shall solely carry the financial burden for obtaining necessary materials, agreements, and licenses necessary for operation.

If applicable and 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 To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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.

PAYMENT INSTRUCTIONS:**To transfer funds:**

Bank Address for ACH
 US Bank
 7th and Washington
 St. Louis, MO 63101

Account Title: Charter Communications Operations LLC
 Account Number: 152319781067
 Routing Number: 081000210
 SWIFT: USBKUS44STL

To send a check, mail to:

Attn: Sundry Billing, Grants
 Charter Communications
 12405 Powerscourt Drive
 St. Louis, MO 63131

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 subject Milestone has been completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY ("The Grantor")

DocuSigned by:
Eric D. Chatham
747D882C78D04AE...
Director of Information Technology

Eric Chatham, Chief Information Officer
Dated: 4/29/2024 | 9:08 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
064040167FE049E...
Deputy Auditor/Controller

Dated: 4/24/2024 | 7:31 AM PDT

Approved as to Form:

DocuSigned by:
Samuel Beiderwell
61542069561440E...
Samuel Beiderwell, Deputy County Counsel

Dated: 4/22/2024 | 2:37 PM PDT

CONTRACTOR ("The Grantee")

DocuSigned by:
Wally Bakare
34FAC6F8424F449...
By: Wally Bakare, Regional Vice President Northwest Region

Dated: 4/18/2024

DocuSigned by:
Ed Gaffney
31ADE8CD15E7427...
By: Ed Gaffney, Area Vice President Sierra Nevada Management Area

Dated: 4/18/2024