Amendment No. 1 to Non-Standard Agreement Between the County of Monterey and California Internet, L.P. dba GeoLinks (Amendment No. 1 –First Extended Term – August 1, 2024 to July 31, 2026)

This Amendment No. 1 to the Non-Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY") and California Internet, L.P. dba GeoLinks (hereinafter, "CONTRACTOR") is hereby entered into between the COUNTY and CONTRACTOR (collectively, the "parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on July 23, 2019, the COUNTY Board of Supervisors approved and authorized a Non-Standard Agreement ("Agreement") between the parties effective August 1, 2019, for an initial term from August 1, 2019 through July 31, 2024, in an amount not to exceed \$50,000.

WHEREAS, now, the parties desire to amend and extend the Agreement, on the same or similar terms, for an additional two (2) year term of August 1, 2024 through and including July 31, 2026 for a cost of \$31,600 for a total cost of \$81,600 (hereinafter, "Amendment No. 1 – First Extended Term").

WHEREAS, this "Amendment No. 1 – First Extended Term" is necessary due to the COUNTY'S business need to maintain internet access in the remote areas of Parkfield and Big Sur where internet services are not readily available.

NOW THEREFORE, the parties agree as follows:

- 1. **Section 2.01**, which states "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$50,000" shall be amended to state "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$81,600."
- 2. **Section 3.01**, which states "The term of this Agreement is from August 1, 2019 to July 31, **2024**, unless sooner terminated pursuant to the terms of this Agreement" shall be amended to state "The term of this Agreement is from August 1, 2019 to July 31, **2026**, unless sooner terminated pursuant to the terms of this Agreement."
- 3. If there is any conflict or inconsistency between the provisions of the Agreement or its subsequent amendments, the following shall have precedence:
 - Amendment No. 1 over the Agreement.
- 4. The recitals of this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.
- 5. A copy of this Amendment No. 1, shall be attached to the original Agreement approved by said Board on July 23, 2019.

- 6. All other terms and conditions in the Agreement remain in full force and effect.
- 7. This Amendment No. 1 shall become effective immediately upon execution of the parties.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 – First Extended Term on the last date opposite the respective signatures below.

COUNTY OF MONTEREY	California Internet, L.P. dba GeoLinks
	By: Kyan Adams
Assessor-County Clerk/Recorder	Signature 467 Conference or
	Vice-President
Dated:	Ryan Adams
	Printed Name and Title
Approved as to Fiscal Provisions:	Dated: 1/25/2024
	DocuSigned by:
Deputy Auditor/Controller	By: Phil Oseas
Dated:	(Signature of Secretary, Asst. Secretary, CFO,
	Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Phil Oseas
	Printed Name and Title
D:114	Dated: 1/25/2024
Risk Management	Dated: / */
Dated:	
Approved as to Form:	
Deputy County Counsel	
Dated:	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation, the full legal name of the LLC shall be set forth above together with the signatures of two LLC Managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement/Amendment on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement/Amendment.