

**AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY
DEPARTMENT AND COMMSCOPE TECHNOLOGIES, LLC DBA COMSEARCH
WITH DUTIES ASSUMED BY OUTDOOR WIRELESS NETWORKS LLC DBA
COMSEARCH**

THIS AMENDMENT NO. 2 is made to the non-standard AGREEMENT by and between the County of Monterey, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and CommScope Technologies, LLC dba Comsearch ("COMMSCOPE"), whose duties and rights have been assumed by Outdoor Wireless Networks LLC dba Comsearch ("COMSEARCH" or "CONTRACTOR") with the consent of the COUNTY.

WHEREAS, the COUNTY and COMMSCOPE entered into a non-standard AGREEMENT in the amount of \$20,750 for the term October 10, 2017 to October 9, 2022 for Federal Communications Commission (FCC) license management and Frequency Protection Service renewals; and

WHEREAS, the COUNTY and COMSEARCH agreed via Amendment No.1 to increase the amount by \$13,650 and extend the term through October 31, 2025 to continue FCC License Management and Frequency Protection Service renewals; and

WHEREAS, COUNTY and COMSEARCH agreed that COMSEARCH would assume the duties and rights of COMMSCOPE as CONTRACTOR; and

WHEREAS, the COUNTY and COMSEARCH wish to increase the amount by \$73,625 to continue renewal services, future services as-needed requested by County and extend the term through October 31, 2030 to continue FCC license management and Frequency Protection Service renewals; and

WHEREAS, the COUNTY and COMSEARCH wish to add Exhibit B, Assignment and Assumption Agreement, and Exhibit C Service Fee Schedule.

NOW THEREFORE, the COUNTY and COMSEARCH hereby agree to amend the AGREEMENT in the following manner:

1. **2.0, "PAYMENT PROVISIONS" shall be amended by removing "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of \$34,300" and replacing it with "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of \$108,025."**
2. **3.0, "TERM OF AGREEMENT" shall be amended by removing "The term of this Agreement is from October 10, 2017, to October 31, 2025," and replacing it with "The term of this Agreement is from October 10, 2017, to October 31, 2030."**
3. **4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS" shall be amended by adding Exhibit B, Assignment and Assumption Agreement, and Exhibit C Service Fee Schedule.**

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 2 shall be attached to the original Agreement.

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

MONTEREY COUNTY

Eric A. Chatham
Chief Information Officer

Dated: _____

OUTDOOR WIRELESS NETWORKS LLC
dba COMSEARCH

By:
Signature of Chair, President, or
Vice-President

Dated: _____

By:
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

Dated: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel:

Samuel Beiderwell, Deputy County Counsel

Dated: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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 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.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

By and between

COMMSCOPE TECHNOLOGIES LLC (“Assignor”) and

OUTDOOR WIRELESS NETWORKS LLC DBA COMSEARCH (“Assignee”)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made and entered as of 2/01/2025 (the “Assignment Effective Date”), by and between COMMSCOPE TECHNOLOGIES LLC, (“Assignor”), and OUTDOOR WIRELESS NETWORKS LLC DBA COMSEARCH (“Assignee”).

RECITALS

- A. COUNTY OF MONTEREY (“County”), and Assignor entered into Countywide Services Agreement effective as 10/10/2017 (the “Agreement”).
- B. Assignor now wishes to assign to Assignee all of its rights, title, and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Effective as of 2/01/2025 (“Assignment Effective Date”), Assignor hereby assigns to Assignee all of its rights, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
2. **Assumption.** Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
3. **Successors and Assigns.** This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. **Third Party Beneficiaries.** Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit, or obligation under this Assignment as a third-party beneficiary or otherwise.

5. Miscellaneous:

- (i) Heading. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.
- (ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their perspective successors, assigns and, if applicable, heirs and administrators.
- (iii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.
- (iv) Governing Law. This Assignment shall be construed under the laws of the State of California.
- (v) Amendments. No alteration amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.
- (vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR SIGNATURE:

COMMSCOPE TECHNOLOGIES LLC (“Assignor”)

ASSIGNEE SIGNATURE:

OUTDOOR WIRELESS NETWORKS LLC DBA COMSEARCH (“Assignee”)

By: _____
Tax ID# 99-2025544

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY, hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

By: _____
Contracts & Procurement

By: _____
Auditor-Controller’s Office

By: _____
Office of County Counsel

EXHIBIT C**Service Fee Schedule**

Fee Schedule 2026 - 2030	
SERVICE	UNIT PRICE
License Management Service – 5 Years	\$19,250
Frequency Protection Services for all paths – 5 Years	\$4,375
FCC application preparation and Completion of Construction forms	Included in 5-year service
Expedited PCN, if requested	Included in 5-year service
Comsearch Connect Customer Portal	Included in 5-year service
Ad-hoc Services for future projects rates listed below	Not to Exceed \$50,000.00
6-month PCN Renewals if required	\$330 per renewal as needed by County
Interference Analysis & PCN per path (includes one or more frequencies)	\$660 per analysis as needed and requested by County
Minor changes per path (includes PCN and Filing)	\$330 per change as needed and requested by County