

AGREEMENT FOR 911 SERVICES AND SOFTWARE LICENSE
#2022-101
AMENDMENT #1

This AMENDMENT is made and entered into, effective as of the date last executed, by and between, Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Communications Venture Corporation d/b/a INDIGITAL, Inc. (the “Vendor”), an Indiana corporation, located at 1616 Directors Row, Fort Wayne, Indiana 46808, whose Federal Employer Identification number is 35-1957521.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement #2022-101 dated October 4, 2022 (the “Agreement”), for the purpose of providing services acting as a Competitive Local Exchange Carrier (CLEC) which includes software licenses, installation, and ongoing maintenance and support; and

WHEREAS, the Consultant continues to perform the above services and the County would like to add a Starlink Network for redundancy as well as expand the existing network bandwidth; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.
2. The Agreement is hereby amended to modify Exhibit “C” Software/Services Description to include the Starlink Network, which are more fully set forth and described in Attachment “A” of this Amendment, attached hereto and fully incorporated herein.
3. The Agreement is hereby amended to modify Exhibit “D” Price List and Payment and Fees include the Starlink Network, which are more fully set forth and described in Attachment “A” of this Amendment, attached hereto and fully incorporated herein.
4. The Agreement is hereby amended to modify Exhibit “E” Network Diagram which describes the amended network services, which are more fully set forth and described in Attachment “A” of this Amendment, and attached hereto and fully incorporated herein.
5. The cost of the additional services, which is more fully set forth and described in Attachment “A” to this Amendment #1, shall be a not-to-exceed amount of \$122,399.80. Accordingly, the total agreement amount shall be increased from the original not-to-exceed amount of \$3,540,128.11 to the new not-to-exceed amount of \$3,662,527.91.
6. The Agreement, as amended by this Amendment #1, continues in full force and effect.

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) .

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____