

## **AGREEMENT FOR TEXT-TO-911 SERVICES**

**THIS AGREEMENT** (the “Agreement”) is entered into as of the Effective Date as defined in Section 1.0 below, 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 INDIGITAL, Inc. (the “Vendor”), an Indiana corporation, 1616 Directors Row, Fort Wayne, Indiana 46808, and whose Federal Employer Identification Number is 35-1957521.

**WHEREAS**, the County desires to employ the services of the Vendor to provide text-to-911 emergency services to Polk County Public Safety Answering Points (PSAPs); and

**WHEREAS**, the Vendor is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the County and the Vendor hereby agree, as follows:

### **1.0 Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a sixty (60) month time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

### **2.0 Compensation**

#### **2.1 General**

2.1.1 In consideration for its providing the Services, as set forth and described on Exhibit A, the County shall pay the Vendor an annual fixed fee that shall not exceed the amounts stated in Exhibit “A” which is attached hereto and made a part of this Agreement.

2.1.2 All the Vendor’s invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

2.1.3 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Emergency Management Division  
2470 Clower Lane  
Bartow, Florida 33830  
Attention: PSAP Manager

2.1.4 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Vendor hereby waives any charges not properly included on its Final Invoice.

2.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Vendor's performance of the Service or the County's acceptance of any work.

2.1.6 The Vendor's submittal of an invoice attests to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

### **3.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

### **4.0 Termination**

4.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 24.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

4.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

4.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Vendor in performing this Agreement, whether completed or in process.

4.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor shall be paid for Services actually rendered to the date of termination.

4.3 The rights and remedies of the County provided for in this Section 4 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

### **5.0 No Contingent Fees**

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **6.0 Assignment**

The Vendor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

#### **7.0 Professional Associates and Subcontractors**

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the delivery of the Services then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

#### **8.0 Indemnification of County**

Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii)

any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

#### **9.0 Insurance Requirements**

The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 8, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 9, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

**Independent Contractors:**

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

**10.0 Public Entity Crimes**

The Vendor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Vendor.

**11.0 Non-Discrimination**

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

**12.0 Designation of Party Representatives**

12.1 Upon receipt of a request from the Vendor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

12.2 The Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor regarding all matters involving the conduct of its performance pursuant to this Agreement.

**13.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the

parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

#### **14.0 Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

#### **15.0 Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Vendor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Vendor shall have no right to speak for or bind the County in any manner.

#### **16.0 Public Records Law**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

#### **17.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

#### **18.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

#### **19.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 19. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For County:** Emergency Management Division  
2470 Clower Lane  
Bartow, Florida 33830  
Attention: E911 Systems Manager

**For Vendor:** INDIGITAL, Inc.  
1616 Directors Row  
Fort Wayne, Indiana 46808  
Attention: Holly Peacock

#### **20.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

#### **21.0 Annual Appropriations**

Vendor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the

value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Vendor under this Agreement is contingent upon annual appropriations being made for that purpose.

## **22.0 Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

## **23.0 Vendor Representations**

25.1 The Vendor hereby represents and warrants the following to the County:

23.1.1 Vendor is a corporation that is duly organized and existing in good standing under the laws of the State of Indiana with full right and authority to do business within the State of Florida.

23.1.2 Vendor's performance under this Agreement will not violate or breach any contract or agreement to which the Vendor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

23.1.3 Vendor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

23.1.4 Vendor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

23.1.5 Vendor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

23.1.6 Vendor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

23.1.7 Vendor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

23.1.8 Vendor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

23.1.9 Each individual executing this Agreement on behalf of the Vendor is authorized to do so.

#### **24.0 Default and Remedy**

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Vendor, then the Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Vendor the full amount due and owing for all Services performed through the date of Agreement termination.

#### **25.0 Limitation of Liability**

**IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

#### **26.0 Waiver**

A waiver by either County or Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this

Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

#### **27.0 Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

#### **28.0 Force Majeure**

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-

performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### **29.0 Key Personnel**

The Vendor shall notify the County if any of the Vendor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Vendor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Vendor shall remove without consequence to the County any of the Vendor's contractors, sub-contractors, sub-vendors, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Vendor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Larry Stidham, Vice President of Sales

Name: Jennifer Poole, Regional Account Manager

Name: Dan Battdorf, Project Staff Manager

Name: Holly Peacock, Florida Market Manager

### **30.0 Scrutinized Companies and Business Operations Certification; Termination.**

#### **A. Certification(s).**

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

### **31. No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

### **32. Electronic Signature**

This Agreement may be executed and delivered by facsimile transmission, email, PDF, electronic signature or other similar electronic means, and such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature page were an original thereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

**Polk County**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T.R. Wilson, Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office                      Date

**ATTEST:**

INDIGITAL, Inc.,  
an Indiana corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

Date: \_\_\_\_\_

SEAL

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 \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of acknowledging partner or agent) on behalf of \_\_\_\_\_ a partnership. 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 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 \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who 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 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 \_\_\_\_\_