

AMENDMENT TO THE CENTRAL KENTUCKY 9-1-1 NETWORK AGREEMENT

THIS AMENDMENT TO THE CENTRAL KENTUCKY 9-1-1 NETWORK AGREEMENT, made and entered into on the 21st day of June 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **THE COUNTY OF Marion, KENTUCKY**, ("Participants").

WITNESSETH

WHEREAS, the parties previously entered into an Agreement, concerning a cost sharing agreement to maintain a Central Kentucky 9-1-1 Network (the "CKY Network"), aka CKy911net, which will mutually serves and benefits LFUCG and the Participants; and

WHEREAS, the parties wish to enter into an amended agreement.

Now, therefore, for and in consideration of the mutual promises and covenants herein expressed, paragraphs 7 and 17 of the Agreement between the parties entered into on or about June, 1st, 2016 (the "Agreement"), is hereby amended as provided herein (changes underlined).

7. Each Participant will be billed for its shared costs on a quarterly basis by LFUCG. Payment must be submitted to the specified LFUCG Division of E911 account within thirty (30) days of receipt of the invoice or shall be subject to any applicable statutory interest or penalty. LFUCG may increase costs annually based on its costs and to pass on increased expenses from

vendors that provide hardware, software, services or support for the network.
Each participant agrees to a 2 % annual adjustment for its shared costs, as
needed. LFUCG shall notify participants of the annual adjusted percentage
by February 1 of each year. Each participant will have thirty (30) days from
receipt of the notice to accept or decline the annual adjusted percentage.
Any participant who declines the annual adjusted percentage will have by
virtue of the declination notified LFUCG of its intention to remove itself from
the terms of this Agreement and its future participation as a party of the CKY
Network.

17. All notices allowed or required to be given under this Agreement must be in
writing and delivered by United States Mail or hand-delivered to the parties at
the following:

FOR LFUCG:

Lexington-Fayette Urban County
Government
Division of Enhanced 911
115 Cisco Road
Lexington, KY 40504
ATTN: Robert Stack, Director

FOR THE COUNTY OF Marion :

Lebanon Marion Co E911
Attn: Judge David Daugherty
223 N Spalding Ave, Rm. 201
Lebanon, KY 40033

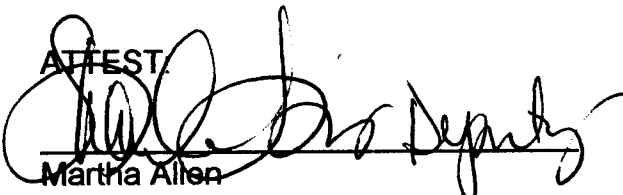
All other provisions of the original agreement and prior amendment shall remain in full force and effect. The parties and their signatories hereto warrant that each has the power and authority to execute this Agreement. The parties hereto have voluntarily executed this Agreement based upon their independent investigation. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties, but if for any reason any

provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement, and the remaining provisions shall be carried out with the same force and effects as if the severed portion had not been a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
JIM GRAY, MAYOR

ATTEST:

Martha Allen
Clerk of the Urban County Council

COUNTY OF Marion, KENTUCKY

BY: 

TITLE: Judge Executive

DATE: August 2, 2018