

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 _____ day of September 2014, 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 _____, 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 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 4 and 9 of the Agreement between the parties entered into on or about ____(MONTH)____, ____(DAY)____, (YEAR) (the “Agreement”), is hereby amended as provided herein.

1. LFUCG shall be responsible for maintaining and updating the CKY Network and its hardware and software through the payments further provided herein, and agrees to apply for and monitor any grants or funding available for the CKY Network and procure any resources necessary for operating the network. Maintenance does not include damage or loss of equipment and/or software. Participant counties are responsible for the cost of repair and replacement of equipment when loss or damage is

the result of vandalism, riot, misuse, theft, maintenance performed by unauthorized technicians (i.e., tampering, software modifications, virus, improper repair), accident, and perils that include, but are not limited to flood, lightening, fire, smoke, power surge, brown out, and those perils that are beyond the control of LFUCG.

2. This Agreement shall be for an initial term of five (5) years, and shall renew automatically in one (1) year terms thereafter unless previously terminated. The five (5) year term commences in the first full month after the Participant submits signed acceptance of installed network hardware and software.

3. All other provisions of the Agreement shall remain in full force and effect.

4. 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:

Meredith Nelson
Clerk of the Urban County Council

COUNTY OF _____, KENTUCKY

BY: _____

ITS: _____

ATTEST:

WITNESS: _____

DATE: _____