

**SECOND AMENDMENT TO AGREEMENT
BETWEEN LEVY COUNTY
and
FEDERAL ENGINEERING, INC.**

This Second Amendment to Agreement (“Second Amendment”) is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (“County”), and FEDERAL ENGINEERING, INC., 10560 Arrowhead Drive, Fairfax, VA 22030 (“FE”), effective as of April 11, 2023.

RECITALS

WHEREAS, County and FE entered into an agreement for consulting services for County’s communications systems, dated December 8, 2020 (herein the “Agreement”);

WHEREAS, Article 3 of the Agreement contemplated that in the event County desires FE to perform additional services referenced in the Proposal (Exhibit “A” to the Agreement), the parties would enter into addenda to provide for such additional services;

WHEREAS, County and FE entered into an Amendment dated July 1, 2021 for additional procurement support services for a new P25 standards-based radio system and the parties now desire to amend the Agreement to add implementation support for the radio system project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and FE agree as follows:

DEFINITIONS AND DOCUMENT PRECEDENCE

Any terms defined in the Agreement will have the same meanings in this Amendment, unless the context clearly indicates otherwise. In the event of conflict between the documents, the order of precedence is: (1) this Second Amendment; then (2) the Agreement.

ADDITIONAL SERVICES

FE shall perform the services contained in the Statement of Work issued March 1, 2023 (the “SOW”) attached and made a part of this Second Amendment. The SOW is amended as follows:

- a) Schedule A - Terms and Conditions 3 is deleted and the following is inserted: “3. Travel, per diem, subsistence or mileage costs of FE personnel or subconsultants will be limited to compensation for “authorized persons” as provided in Section 112.061(14), F.S., and reimbursable at the current rates approved by the County for County employees.”

- b) Schedule A - Terms and Conditions 5 is deleted. Section 5.5 of the Agreement governs invoice review and payment.

TERM/TERMINATION

The term of the Agreement is hereby extended through December 31, 2025, unless extended further by mutual agreement of the parties or terminated in accordance with the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized officers as of the effective date above.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

Matt Brooks, Chair

ATTEST: Danny Shipp, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

Approved as to form and legal sufficiency

Danny Shipp, Clerk

Nicolle M. Shalley, County Attorney

FEDERAL ENGINEERING, INC.

By: _____
Ronald Bosco
President and CEO

ATTEST/WITNESS:

Secretary of Corporation