

**AMENDMENT #1**  
**to**  
**AGREEMENT # 2025-118**  
**9-1-1 TELECOMMUNICATIONS FEE AUDIT AND COMPLIANCE SERVICES**

This AMENDMENT (“Amendment”) to the Services Agreement #2025-118 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

**Just Communications, Inc. dba Digital Direction**  
**200 N. Green Street, Floor 3**  
**Chicago, IL 60607**  
**Attn: Bart Zimmerman**  
**(312) 633-1920**  
[bjzimmerman@digital-direction.com](mailto:bjzimmerman@digital-direction.com)

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **February 2, 2026**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties desire to clarify and amend the Original Contract solely to expressly include non-9-1-1 telecommunications audits and ongoing Telecom Expense Management (TEM) services, as proposed and evaluated under the associated Request for Proposals;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties agree as follows:

**1. Scope Clarification – Non-9-1-1 Telecom Services**

The Original Contract is hereby clarified to confirm that, under Service Category #2 – Ancillary Goods and Services, the Service Provider is authorized to offer enterprise-wide, non-9-1-1 telecommunications audits and ongoing Telecom Expense Management (TEM) services, including but not limited to:

- Telecommunications billing audits and optimization
- Ongoing telecom expense management services
- Invoice validation and reconciliation
- Telecommunications inventory management (circuits, devices, and services)
- Carrier contract review, management, and compliance monitoring
- Order management, moves/adds/changes (MACD), and related support services

These services apply to general telecommunications environments, including voice, data, wireless, and network services, and are not limited to 9-1-1 or emergency communications systems.

**2. Relationship to 9-1-1 Telecommunications Fee Audit Services**

This Amendment is intended solely as a clarification of scope. Nothing herein shall be construed to modify, expand, or limit any separately awarded 9-1-1 Telecommunications Fee Audit and Compliance Services. Any services associated with RFP #2025-118 remain governed exclusively by the applicable agreement(s) awarded under that solicitation.

**3. Pricing**

The pricing structure applicable to the services described in this Amendment remains unchanged from the pricing submitted in the Service Provider’s awarded proposal. No new pricing, rates, or fees are introduced by this Amendment.

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

Except as expressly amended herein, all other terms, conditions, and provisions of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

**Just Communications, Inc.**

DocuSigned by:  
*Bart Zimmerman* 3/27/2026  
41DCF239C74043F...  
Signature Date

Bart Zimmerman  
Printed Name  
CEO  
Title

**North Central Texas Council of Governments**

Signed by:  
*Todd Little* 3/30/2026  
349D83294E7946E...  
Signature Date

Todd Little  
Executive Director