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**SECOND AMENDMENT TO CONTRACT**

**DINWIDDIE COUNTY**  
**EMERGENCY TELEPHONE NOTIFICATION SYSTEM**

This is a second amendment (the "Amendment") to that certain Contract for Emergency Telephone Notification System effective June 17, 2014 (the "Contract") as amended by that certain First Amendment to Contract (the "First Amendment"), by and between **OnSolve, LLC f/k/a Emergency Communications Network, LLC**, of 780 W. Granada Boulevard, Ormond Beach, FL 32174 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie, Virginia** (party of the second part, and hereinafter known as "County"). This Amendment shall be effective as of the last date signed below (the "Effective Date").

**WHEREAS**, County entered into the Contract with FirstCall Network, Inc.;

**WHEREAS**, the Contract was amended and assigned to Contractor pursuant to the First Amendment;

**WHEREAS**, Contractor changed its name from Emergency Communications Network, LLC to OnSolve, LLC as of June 5, 2017; and

**WHEREAS**, County and Contractor desire to amend the Contract in certain respects as set forth in this Amendment;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged and set forth in the Contract, the parties agree to amend the Contract as follows:

1. Commencing on the Effective Date of this Amendment, Contractor agrees to upgrade the CodeRED service provided to County to Contractor's enterprise system, which includes increased calling throttle availability, additional features and the provision of commercially available data for use in CodeRED. County understands and agrees that the commercially available data is subject to licensing restrictions which allow for it to be used only within CodeRED; accordingly, the commercially available data shall be solely owned by Contractor's data provider(s).
2. For the year commencing as of July 1, 2017, and for all years under the Contract thereafter, Paragraph 4 of the Contract, as amended by the First Amendment, is deleted in its entirety and replaced as follows:

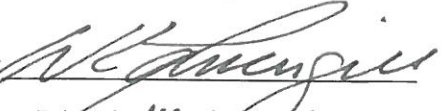
**Costs.** Contractor agrees to perform all work and provide all services pursuant to this Contract for a sum no greater than THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$13,500.00) (the "Contract Price"). Annual fees shall be as follows:

Annual Recurring Fee	\$13,500.00
On-Site Training, as needed	\$1,500.00

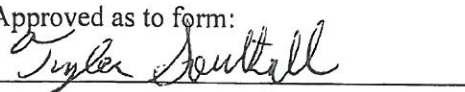
Custom Programming, as needed \$50/Hr  
Annual payments shall be made to Contractor at its Ormond Beach, Florida office within thirty (30) days after receipt of invoice.

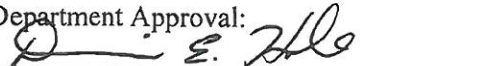
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

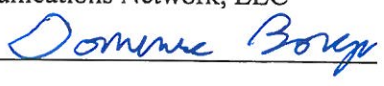
Dinwiddie County, Virginia

By:   
Name Printed: W. KEVIN MASSEY  
Title: COUNTY ADMINISTRATOR  
Date: 7.20.17

Attest: 

Approved as to form:  
  
Name Printed: Tyler Southall  
Title: County Attorney

Department Approval:  
  
Name Printed: Dennis E. Hale  
Title: Division Chief of Fire & EMS

OnSolve, LLC f/k/a Emergency  
Communications Network, LLC  
By:   
Name Printed: Dominic Bongo  
Title: CFO  
Date: 7/20/17  
Attest: 