

**THIRD AMENDMENT TO CONTRACT**

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

This is a third amendment (the "Third 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") and Second Amendment to Contract, 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;

**WHEREAS**, as of the Second Amendment Effective Date, Contractor upgraded the CodeRED service provided to County to Contractor's enterprise system;

**WHEREAS**, County and Contractor desire to amend the Contract in certain respects as set forth in this Third 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 Third Amendment, Contractor agrees to provide the Integrated Public Alert Warning System ("IPAWS") feature to the CodeRED service provided to County. IPAWS is a public alert and warning system developed and maintained by the Federal Emergency Management Agency ("FEMA"). The CodeRED service has the ability to permit authorized IPAWS users to deliver messages to IPAWS through the Service using an IPAWS add-on module (the "IPAWS Submission App").
2. County represents and warrants to Contractor that County, and any employees, agents, or representatives of County that access the IPAWS Submission App (each a "User" and collectively the "Users"), are authorized by FEMA to use IPAWS and have completed IPAWS training as required by FEMA. County shall contact Contractor immediately upon any change in County's, or any User's, right to access IPAWS, including but not limited to any change in any User's employment status which may otherwise result in such User no longer being authorized to have access to IPAWS. County shall notify Contractor to designate which pass codes for the CodeRED service shall have the ability to view the

IPAWS Submission App. County understands and agrees that the IPAWS Submission App may only be accessed by Users with pass codes for the CodeRED service. County further understands and agrees that access to the IPAWS Submission App shall require a separate pass code from that used to access the CodeRED service, that such pass code shall be established solely by the User, and that Contractor shall not have access to such pass code. County shall assume full responsibility for maintaining the confidentiality of all pass codes used to access the IPAWS Submission App.

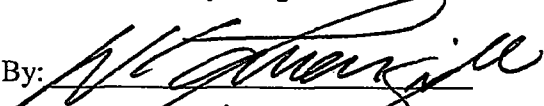
3. County represents and warrants that it has been granted a digital signature to access IPAWS (the "Signature") from FEMA. In order to use the IPAWS Submission App, County agrees to provide Contractor with a copy of the Signature, County's Application for IPAWS Public Alerting Authority, County's keystore and pass codes for the Signature, along with any other information reasonably requested by Contractor to demonstrate County's compliance with FEMA and right to access IPAWS through the IPAWS Submission App. **County agrees that the Signature shall be submitted separately from any information disclosing its associated keystore and pass codes. The Signature may be sent to Contractor in hard copy and/or electronic format on CD or USB Drive, by mailing such information to Contractor, via certified mail or other nationally recognized overnight delivery carrier, delivery confirmation requested, at ONSOLVE, LLC, Attn: Director of Software Development, 780 W. Granada Boulevard, Ormond Beach, FL 32174.** All remaining items, including without limitation, County's Application for IPAWS Public Alerting Authority, and County's keystore and pass codes for the Signature, may be emailed to a designee of Contractor separately from the Signature. County specifically authorizes Contractor to use and keep such information on Contractor's servers, including but not limited to the Signature, for the purpose of allowing County and Contractor to access, use and test IPAWS through the IPAWS Submission App. Contractor and County acknowledge and agree that, upon termination of this Third Amendment or the Contract, the Signature shall be removed from the IPAWS Submission App. County further agrees that Contractor shall in no way be liable for any transmission, copying, or security issues which arise from County's transmission of confidential IPAWS information through non-secure means, including without limitation email. County shall take steps to ensure that the transmission of such information is completed with best practices. Contractor shall not be deemed to be in receipt of any information absent delivery confirmation of same; County shall be solely responsible for arranging, including but not limited to paying any costs associated with, delivery confirmation.
4. County acknowledges and agrees that: (a) the IPAWS Submission App permits County to submit messages to IPAWS, however, the dissemination of messages through IPAWS, including but not limited to delivery through the Emergency Alert System ("EAS") or the Commercial Mobile Alert System ("CMAS"), is not guaranteed nor controlled by Contractor, and is the sole responsibility of FEMA and its associated agencies, and Contractor shall not be responsible or liable for the failure of messages to be disseminated through IPAWS; (b) IPAWS may include additional features which are not supported through the IPAWS Submission App, including without limitation the receipt of messages, and Contractor shall not be required to provide such additional features to County; and (c) County shall be solely responsible for the content of all messages delivered to IPAWS

through the IPAWS Submission App and for any and all claims, whether raised by FEMA or a third party, regarding messages sent by County, or using County's pass codes, through the IPAWS Submission App.

5. All use of the IPAWS Submission App, including but not limited to unauthorized use or access to IPAWS through County's account, shall be considered use of the Service and governed under the terms of the Contract. The IPAWS Submission App is available only as an add-on module for the CodeRED service.
6. Contractor will include the IPAWS Submission App at **NO COST**. The term of this Third Amendment shall commence as of the Effective Date and shall be for so long as County maintains the Contract. County understands and agrees that access to the IPAWS Submission App shall be made available upon Contractor's receipt of all IPAWS information requested hereunder, and that the date of such receipt shall not otherwise affect the commencement of the term of this Third Amendment as of the Effective Date.
7. Upon termination of the Contract, access to the IPAWS Submission App will terminate. The IPAWS Submission App may be removed from the CodeRED service by County or Contractor by providing written notice. Contractor, in its sole discretion, may also terminate this Third Amendment immediately, and without further notice, as a result of County's breach of the Contract or this Third Amendment or changes to IPAWS caused through no fault of County or Contractor.
8. This Addendum shall not modify any terms or conditions of the Agreement, except as set forth herein.

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


Dinwiddie County, Virginia

By: 

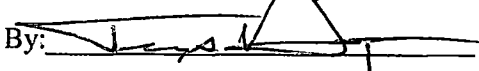
Name Printed: W. KEVIN MASSENGILL

Title: County Administrator

Date: 10.29.18

Attest: 

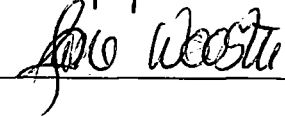
OnSolve, LLC f/k/a Emergency Communications Network, LLC

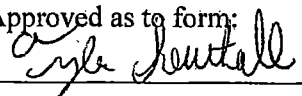
By: 

Name Printed: Tray Harper

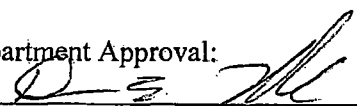
Title: General Manager

Date: 11/5/2018

Attest: 

Approved as to form:  


Name Printed: Tyler Southall  
Title: County Attorney

Department Approval:  


Name Printed: Dennis E. Adair  
Title: Division Chief of Fire & EMS



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 8662837122		FAX (A/C. No.): (800) 363-0105
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> VCECN Holding Corp. ECN Holding Company ONSOLVE Intermediate Holding Company, Inc ONSOLVE, LLC 780 W. Granada Blvd., Suite 200 Ormond Beach FL 32174 USA	<b>INSURER A:</b> Federal Insurance Company		NAIC # 20281
	<b>INSURER B:</b> Illinois National Insurance Co		23817
	<b>INSURER C:</b> Everest National Insurance Co		10120
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 570073510366**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36044525	10/03/2018	10/03/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded: \$1,000 <input checked="" type="checkbox"/> Coll Ded: \$1,000			7359-54-09	10/03/2018	10/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XC5CU00003181 SIR applies per policy terms & conditions	10/03/2018	10/03/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1871763456	10/03/2018	10/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Cyber Liability			023065616 Claims Made SIR applies per policy terms & conditions	10/03/2018	10/03/2019	Spec Prof Liability \$5,000,000 Cyber Extortion \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 E&O liability is provided for within the Specialty Professional Liability Named Insured also includes: MIR3, Inc., Message Centric, LLC, First Call Network, Inc., and SWN Communications Inc. Dinwiddie County, VA is listed as additional insured with regards to general liability as per written contract and/or agreement.

<b>CERTIFICATE HOLDER</b>  Dinwiddie County, VA PO Drawer 70 Dinwiddie VA 23841 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570073510366