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FIRST AMENDMENT TO CONTRACT

DINWIDDIE COUNTY
EMERGENCY TELEPHONE NOTIFICATION SYSTEM

This is a first amendment (the "Amendment") to that certain Contract for Emergency Telephone Notification System effective June 17, 2014 (the "Contract"), by and between **FirstCall Network, Inc.**, (party of the first part, and hereinafter known as "Assignor"), and **Emergency Communications Network, LLC**, of 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174 (party of the second part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the third part, and hereinafter known as "County"). This Amendment shall be effective as of the last date signed below (the "Effective Date").

WHEREAS, County and Assignor entered into the Contract;

WHEREAS, Contractor purchased one hundred percent (100%) of the outstanding capital stock of Assignor on December 22, 2014; and

WHEREAS, County, Assignor 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. The County agrees that the Contract is assigned to Contractor, and all reference to Assignor in the Contract shall be deemed to mean Contractor as set forth in this Amendment. The County understands and agrees that the First Call Emergency Notification System platform referenced in the Contract, and any attachments thereto, shall be substituted with the CodeRED Emergency Notification System platform ("CodeRED"), which may differ from Assignor's platform, but will materially meet the County's requirements under the Contract. The County has reviewed and tested CodeRED and has accepted CodeRED as a substitute for the Assignor's platform prior to the Effective Date of this Amendment, and waives any differences between CodeRED and Assignor's platform.
2. Paragraph 4 of the Contract 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 the initial year for a sum no greater than THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00) (the "Contract Price"). Annual fees shall be as follows:

Annual Recurring Fee	\$11,500.00
Initial On-Site Training	\$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.

3. Paragraph 5 shall be amended such that Notice to the Contractor shall be made to:

Contracts Administration
Emergency Communications Network, LLC
780 W. Granada Boulevard, Suite 200
Ormond Beach, Florida 32174
(386) 676-0294 or (800) 939-0911

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 Massengill
Title: County Administrator

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

FirstCall Network, Inc.

By: _____

Name Printed: David DiGiacomo
Title: CEO/President

Attest: _____

Emergency Communications Network, LLC

By: _____

Name Printed: David DiGiacomo
Title: CEO/President

Attest: _____