

ORDER: ACCEPT CODE RED SERVICES ADDENDUM TO THE THREE RIVERS AGREEMENT

Motion was made by Chad McLarty, duly seconded by David Rikard, to accept Code RED Services Addendum to the Three Rivers Agreement.

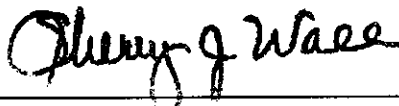
The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 7th day of January, 2019.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk

CodeRED Services Addendum
To Three Rivers Master Agreement
Lafayette County, Mississippi
Unlimited Emergency Plus

This Addendum is made a part of the CodeRED Master Services Agreement (the "Agreement"), between ONSOLVE, LLC, a Delaware limited liability company ("Licensor") and Three Rivers Planning and Development District, Inc., a non-profit corporation organized in the State of Mississippi (the "Purchasing Agent").

This Addendum is entered into by and between Lafayette County (hereinafter "Licensee") a body politic located in Mississippi and Licensor, and shall be made a part of, and subject to, the Agreement. Licensee and Licensor agree as follows:

1. **License:** Licensor has granted Purchasing Agent a non-exclusive and non-transferable license (the "License") which may be used by Licensee in accordance with the terms of this Addendum and the Agreement. Licensor reserves the right to either charge additional fees or terminate this Addendum if other parties not contemplated in this Addendum are granted access to the Service or CRWW by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, CRWW, those codes used to access the Service, or any rights under this Addendum. To access the Service, Licensor will provide Licensee with unlimited unique user name(s) and password(s).

2. **Ownership:** Licensee agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of Lafayette County, Mississippi (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Schedule A. Licensee understands and agrees that, notwithstanding the effective date of this Addendum, Licensee's access to the Service shall not commence until this Addendum has been fully executed by Licensee and Licensor.
4. **Term:** This Addendum, and the License extended herein, will continue for a period of three (3) years (the "Initial Term") commencing on the Effective Date, as defined in the Agreement. Upon completion of the three-year Initial Term or any three-year Renewal Term (as hereinafter defined) the Purchasing Agent may renew the Term of this Addendum for additional three-year periods (each a "Renewal Term"), except as otherwise set forth herein. In the event Purchasing Agent elects not to renew the Agreement and this Addendum, Licensor shall provide Licensee with the option to enter into a new agreement, to commence at the end of the Term, for the provision of Services. Upon termination of this Addendum or the Agreement, whether by expiration of the Initial Term, any Renewal Term (as defined in the Agreement) (the Initial Term and all Renewal Terms, collectively, the "Term") Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor.
5. **Unlimited Emergency System Minute Blocks:** Licensee will have unlimited use of the Service for delivering Emergency notifications within the Calling Area. Emergency means immediate danger to life and/or property. Licensee understands that if System Minutes are not designated as an Emergency in the Service, they will be deducted from Licensee's non-Emergency System Minutes. Licensor has the final right, with reasonable discretion, to determine whether the notification qualifies as an Emergency.

6. **Annual Non-Emergency System Minute Bank Replenishment:** Each year, Licensee will have access to 44,256 prepaid system minutes ("System Minutes") for non-Emergency notifications. The System Minute bank will be refilled every year, to 44,256 System Minutes, upon the anniversary of the Effective Date, as defined in the Agreement. System Minutes are not transferable and do not rollover from year to year, unless otherwise paid for and agreed in writing. If the entire bank of System Minutes is exhausted during the given year, Licensee will be required to repurchase System Minutes, at Licensee's sole cost, according to the System Minute bank refill provisions described herein.
7. **Costs for the Service:** During the Term of this Addendum, Licensee agrees to pay for any extra features it uses which are not paid for by Purchasing Agent, as well as any System Minutes used under any of Licensee's access codes in excess of those System Minutes set forth in paragraph 6. The fees for such extras and System Minutes are set forth on Schedule A. Licensee understands and agrees that Purchasing Agent will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Addendum shall be paid to: ONSOLVE, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174.
8. **Free Testing and Training Minute Blocks:** Licensee is allotted five hundred (500) minutes on its account of free time for the purpose of testing and training the system which runs the Service. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Schedule A:
- a) Minutes used for testing and training will be deducted from Licensee's System Minute bank at the time the Service is used;
 - b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;
 - c) Any unused minutes are not transferable, and shall only roll over by written agreement; and
 - d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.
9. **Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes purchased for Licensee by Purchasing Agent. In the event that Licensee's use of the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of 4,425 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Schedule A. Licensee shall pay Licensor for all Additional System Minute blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 7. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.
10. **CodeRED® Weather Warning Service:** Licensor's CodeRED Weather Warning Service (CRWW) expands the benefits of the Service to include the automatic launching of prerecorded Weather Warning call-out projects to approved subscribers. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS) with no intervention on the part of Purchasing

Agent, and Licensee or Licensor. Call recipients are determined by matching the geographic locations associated with a database of opt-in subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

a) **Subscribers:** CRWW calls will automatically be launched in response to the issuance of NWS Bulletins 24 hours/day. Unlike the Service, which is pre-populated with calling data for residential and business telephones, the CRWW service targets the telephone numbers of ONLY those households and businesses that have CHOSEN to participate through an opt-in process. Residents and businesses within the each Licensee's Calling Area, as defined in each Licensee's Addendum, who wish to receive the CRWW calls can add their name and geographic location to the CRWW subscriber database via the individual Licensee's CodeRED Community Enrollment Page. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions of the CRWW service which can be reviewed at: <https://www.onsolve.com/privacy-statement/>. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MUST APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR ACTIVATION AND ENTRY INTO THE CALLING DATABASE.

b) **Limits on Calling Database:** Only addresses falling within the Calling Area are eligible to receive CRWW calls. Licensee is responsible for removing subscriber addresses that fall outside of its covered municipality prior to approving records via the on-line Residential/Business Update approval process.

c) **CodeRED Minute Bank Balance:** Calls placed automatically via the CRWW Service have no effect on Licensee's System Minutes. The fees for the CRWW Service include all minutes used in the delivery of all warning calls made during the term of this Addendum.

11. **Termination:** This Addendum may be terminated immediately by Licensor, without notice, upon Licensee's breach of any of the terms herein, or by Licensor or Purchasing Agent in accordance with the terms of the Agreement. Licensee understands and agrees that, in the event it desires to terminate this Addendum, it may only do so with the consent of the Purchasing Agent and that Licensor shall not consider any termination effective which is not otherwise authorized by Purchasing Agent.

12. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

13. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is ran by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Addendum; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Addendum and this Addendum fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

14. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

15. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Addendum. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

16. **Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Addendum by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

17. **Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Addendum, and agrees to perform its duties in such a manner as to prevent the disclosure of any confidential data and files to the public or to any persons not employed by Licensor. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by the parties to this Agreement or a court order of sufficient jurisdiction. Licensor understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further

acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Addendum, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Addendum will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensee in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

18. Entire Agreement: This Addendum supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between Licensee and Licensor. Only a further writing that is duly executed by both parties may modify this Addendum. The terms and conditions of this Addendum will govern and supersede any additional terms provided unless mutually agreed to by both parties, including additional terms contained in standard purchase order documents and third party application terms.

19. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: ONSOLVE, LLC, 780 West Granada Boulevard, Ormond Beach, FL 32174

As to Licensee: Lafayette County, Attn: David Shaw/Emergency Management Homeland Security Coordinator, 300 North Lamar Blvd., Ste. 212, Oxford, MS 38655

Either party may change the address provided herein by providing notice as set forth in this paragraph.

20. General: Each party to this Addendum agrees that any dispute arising under this Addendum shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association. If any dispute arises the prevailing party shall be entitled to the costs and attorney's fees from the losing party for enforcement of any right included in this Addendum, in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

21. Interpretation and Severability: In the event any provision of this Addendum is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Addendum shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

22. Counterparts and Construction: This Addendum may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this Addendum shall not affect the interpretation of this Addendum and are for convenience only. Licensee agrees that this Addendum shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Addendum, and had the opportunity to review this Addendum with legal counsel.

23. Survival: Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Addendum and shall survive termination of this Addendum.

IN WITNESS WHEREOF, the parties execute this Addendum on the date(s) indicated below.

Licensee:
LAFAYETTE COUNTY, MISSISSIPPI

By: _____

Printed Name: _____

Title: _____

Date: _____

Licensor:
ONSOLVE, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A – Service Charges

Lafayette County, Mississippi

Up to <u>44,256</u> Annual CodeRED System Minutes	\$ <u>Included</u>
Additional System Minutes	\$ <u>0.25 per minute</u>
<u>500</u> minutes for testing and training	\$ <u>No Charge</u>
Email and Text Messaging	\$ <u>No Charge</u>
Initial Residential Database Upload	\$ <u>Waived</u>
One (1) CodeRED distance training session	\$ <u>Included</u>
Additional distance training sessions may be purchased for \$ <u>150.00</u> per hour (one hour minimum).	

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Database Accuracy Updates

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement or Addendum undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades	\$ <u>No Charge</u>
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CODERED SERVICES AGREEMENT

Three Rivers Master Agreement Unlimited Emergency Plus

This Master Services Agreement ("Agreement") is made and effective as of January 25, 2019 (the "Effective Date") by and between ONSOLVE, LLC, a Delaware limited liability company ("Licensor") located at 780 West Granada Boulevard, Ormond Beach, FL 32174 and Three Rivers Planning and Development District, Inc., a non-profit corporation organized in Mississippi ("Purchasing Agent") located at 75 South Main Street, Pontotoc, MS 38863

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which allows users to place prerecorded telephone calls at high speed to call recipients. Licensor is also the owner of a service identified as "CodeRED® Weather Warning" ("CRWW") which automatically launches prerecorded weather warning call-out projects to approved subscribers. Purchasing Agent desires to purchase the Service and CRWW for use by Licensees (as hereinafter defined), for the purpose of using both to communicate matters of public interest and concern. The parties agree as follows:

1. **License:** Purchasing Agent agrees to purchase a non-exclusive and non-transferable license to use the Service and CRWW (the "License"), in accordance with the terms in this Agreement, for each licensee, as listed on Exhibit A (each a "Licensee" and collectively the "Licensees"), attached hereto. Purchasing Agent agrees to cause each Licensee to execute an addendum to this Agreement, attached hereto (each an "Addendum"). Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement, or addendums thereto, are granted access to the Service or CRWW by Purchasing Agent.

Except as otherwise set forth herein, Purchasing Agent may not assign, license, sublicense, rent, sell or transfer the License, the Service, CRWW, those codes used to access the Service or CRWW, or any rights under this Agreement. Purchasing Agent further agrees that it shall not access the Service for the purpose of launching calls, and recognizes that such access is not permitted absent Purchasing Agent's agreement to all of the terms set forth in the Addendum.

2. **Term of the Service Agreement:** This Agreement, and the License extended herein, will continue for a period of three (3) years (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, each Licensee's access to the Service and CRWW will be terminated.
3. **Costs for the Service:** During the Term of this Agreement, Purchasing Agent agrees to pay all costs and fees for utilizing the Service and CRWW, as described in Exhibit A, and as set forth in this paragraph. Purchasing Agent understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes") for each Licensee. Purchasing Agent understands and agrees that each individual Licensee shall agree to pay all costs for utilizing the Service above and beyond the fees paid by Purchasing Agent, as described in each Licensee's executed Addendum. Purchasing Agent further understands and agrees that the failure of any Licensee to pay such costs shall constitute a breach of this Agreement. Payment for the Service and CRWW is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: ONSOLVE, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174.
4. **Unlimited Emergency System Minutes:** Licensor will grant each Licensee unlimited use of the Service for delivering Emergency notifications within each Licensee's Calling Area (defined on Exhibit A). Emergency means immediate danger to life and/or property. Licensee understands that if System Minutes are not designated as an Emergency in the Service, they will be deducted from Licensee's non-Emergency System Minutes. Licensor has the final right, with reasonable discretion, to determine whether the notification qualifies as an Emergency.

5. **Annual Non-Emergency System Minute Bank Replenishment:** Each Licensee will have access to those System Minutes for non-Emergency notifications as specified on Exhibit A annually, and, upon the commencement of a Renewal Term, each individual System Minute bank will be refilled as set forth on Exhibit A. System Minutes are not transferable and do not rollover from year to year, unless otherwise paid for and agreed in writing. If the entire bank of System Minutes is exhausted, any Licensee so exhausting such minutes will be required to repurchase System Minutes according to the System Minute bank refill provisions described in the Addendum. Calls placed automatically via the CRWW Service have no effect on Licensee's System Minutes.
6. **Contract Renewal:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined) the Term of this Agreement will automatically renew for successive **three-year renewal terms** (each a "Renewal Term"), except as otherwise set forth herein. Each Renewal Term will renew each License granted to the Licensees by three (3) additional years at the end of the then current Term. In the event the Agreement is renewed:
- a) Each Licensee's non-Emergency System Minute bank will be replenished to the Annual Minutes listed on Exhibit A;
 - b) Licensor will update its systems to renew the active software License and associated access codes for three (3) additional years of use for the Service and CRWW;
 - c) Purchasing Agent agrees to pay the Renewal Term(s) at the rates set forth on Exhibit A, which may be paid in annual installments, upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 3.

Purchasing Agent understands and agrees that Licensor's acceptance of payment via yearly installments does not otherwise affect the length of the Initial Term or Renewal Term for each Licensee. **Purchasing Agent further understands and agrees that, in the event Purchasing Agent does not renew this Agreement Licensor shall have the right to contact each Licensee to notify them of the termination date of their Service and to determine whether any individual Licensee desires to enter into an independent agreement for Service at each Licensee's own cost.**

7. **Termination:** Purchasing Agent or Licensor may terminate this Agreement, and/or any License granted to any individual Licensee, at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the then current Term, specifying as to which Licensee(s) the termination applies. Upon termination or expiration of this Agreement, Purchasing Agent will immediately pay to Licensor all amounts due and payable prior to the date of termination and Licensee shall immediately cease all use of the Service. Purchasing Agent understands and agrees that the termination of this Agreement as it applies to any individual Licensee shall not be effective against other Licensees absent compliance with the provisions of this paragraph. Upon Purchasing Agent or Licensee's termination of this Agreement, Licensor shall retain any fees paid to date. Upon Licensor's termination of this Agreement, Licensor will refund an amount equal to the prorated amount of fees paid for the remainder of the then current Term. Upon termination, Purchasing Agent agrees to remove from its computer(s), and any computers within Purchasing Agent's control, any and all files and documents related to the Service or CRWW.
8. **Entire Agreement:** This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided unless mutually agreed to by both parties, including additional terms contained in standard purchase order documents and third party application terms.
9. **Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: ONSOLVE, LLC, 780 West Granada Boulevard, Ormond Beach, FL 32174

As to Purchasing Agent: Three Rivers Planning and Development District, Inc., Attn: John Byers/Technical Assistance Director, 75 South Main Street, Pontotoc, MS 38863

Either party may change the address provided herein by providing notice as set forth in this paragraph.

10. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association. If any dispute arises the prevailing party shall be entitled to the costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, in Arbitration, a Court of first jurisdiction and all Courts of Appeal.
11. **Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
12. **Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Purchasing Agent agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Purchasing Agent has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
13. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Purchasing Agent:
THREE RIVERS PLANNING AND DEVELOPMENT
DISTRICT, INC.

Licensor:
ONSOLVE, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Licensee	Calling Area	Annual Minutes
Lafayette County, MS	Lafayette County, MS	44,256
Lee County, MS	Lee County, MS	77,492
Union County, MS	Union County, MS	25,360
Itawamba County, MS	Itawamba County, MS	21,871
Monroe County, MS	Monroe County, MS	34,572
Pontotoc County, MS	Pontotoc County, MS	27,999
Calhoun County, MS	Calhoun County, MS	13,955
Chickasaw County, MS	Chickasaw County, MS	16,255

Total Annual Cost to Purchasing Agent:	\$59,266.00
Total Initial Term/Renewal Term Cost to Purchasing Agent:	\$177,798.00

Lisa Carwyle

From: John Byers <John@trpdd.com>
Sent: Wednesday, January 02, 2019 3:52 PM
To: Lisa Carwyle
Subject: Code Red
Attachments: Lafayette_County_MS_Addendum.pdf; Three_Rivers_MS.PDF

Lisa: We renegotiated our Master Contract with Code Red which cut the cost almost in half. I've attached a new service agreement that each County will need to approve.
\$ 9,552.71 was the previous annual cost for Lafayette. The new contract will be a new 3 year commitment and Three Rivers will continue to pay 1/2 of the total.
Please let me know if you have any questions.

I'll be glad to present this at a Board Meeting if you think anyone will have questions, etc. Just let me know.
Thanks!

		Total	County	Three Rivers
		Amount	Amount	Amount
Lafayette	0.21162	\$ 10,020.42	\$ 5,010.21	\$ 5,010.21
Lee	0.21162	\$ 17,545.41	\$ 8,772.71	\$ 8,772.71
Union	0.21162	\$ 5,742.10	\$ 2,871.05	\$ 2,871.05
Itawamba	0.21162	\$ 4,952.12	\$ 2,476.06	\$ 2,476.06
Monroe	0.21162	\$ 7,827.61	\$ 3,913.81	\$ 3,913.81
Pontotoc	0.21162	\$ 6,339.50	\$ 3,169.75	\$ 3,169.75
Calhoun	0.21162	\$ 3,158.64	\$ 1,579.32	\$ 1,579.32
Chickasaw	0.21162	\$ 3,680.50	\$ 1,840.25	\$ 1,840.25
AL		\$ 59,266.00	\$ 29,633.15	\$ 29,633.15

John Byers
Community & Economic Development Director
Three Rivers
PDD / CDE / The PUL Alliance
P.O. Box 690 / 75 South Main Street
Pontotoc, MS 38863
662-489-2415