

FIRST AMENDMENT TO THE
VESTA SOLUTIONS SERVICE ORDER AGREEMENT NO. 1

THIS FIRST AMENDMENT TO THE VESTA SOLUTIONS SERVICE ORDER AGREEMENT NO.1 ("Amendment") is made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between Martin County Board of County Commissioners ("County"), and Vesta Solutions, Inc. ("Vesta Solutions"). Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Master Agreement and Service Order Agreement (as defined below).

RECITALS

A. WHEREAS, Vesta Solutions and the County entered into that certain VESTA NEXT Portfolio Master Service Agreement dated July 24, 2018 ("Master Agreement"), and that certain Vesta Solutions Service Order Agreement No. 1 dated July 24, 2018 ("Service Order Agreement").

B. WHEREAS, the Service Order Agreement provides that the Regulated Services that are selected shall commence on a date to be agreed upon between Vesta Solutions and the County.

C. WHEREAS, due to unforeseen circumstances, the commencement of the Regulated Services have been delayed and certain County grant funds may not be reimbursable by the State of Florida E911 Board due to such delay.

D. WHEREAS, Vesta Solutions and the County desire to mitigate the financial impact to the County of such delay by providing the County the Regulated Services at no charge to the County commencing on the thirteenth (13th) month and expiring at the end of the twenty-fourth (24th) month from the Regulated Services Commencement Date, with the County resuming payment of monthly recurring charges commencing on the twenty-fifth (25th) month from the Regulated Services Commencement Date.

E. WHEREAS, Vesta Solutions and the County desire to commence the Regulated Services on May 29, 2020.

F. WHEREAS, Vesta Solutions and the County desire to memorialize the foregoing all on the terms and conditions as set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Vesta Solutions agree hereto as follows:

1. Section 3.3 (Services Commencement). The first sentence of Section 3.3 shall be deleted in its entirety and replaced as follows:

Regulated Services that are selected shall commence on May 29, 2020 ("Regulated Service Commencement Date").

2. Attachment 1 (Pricing Schedule). Attachment 1 shall be deleted in its entirety and replaced with a new Attachment 1, attached hereto and incorporated herein by reference as Exhibit A.

3. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date.

Vesta Solutions, Inc.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
**CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**

DATE:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

By: _____

Name: _____

Title: **CHAIRMAN**

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

SARAH W. WOODS, COUNTY ATTORNEY

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Exhibit A

ATTACHMENT 1
PRICING SCHEDULE

[To Be Attached]

**FIRST AMENDMENT TO THE
SYSTEM AND REFERENCE AGREEMENT**

Exhibit B

Acceptance Test Plan

[To Be Attached]

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