

**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 17th day of December, 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: Jeffrey A. Wittek
Name: Jeffrey A. Wittek
Title: Director, Strategy

ATTEST:

By: Carolyn Timmann
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DATE: December 17, 2019

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

By: Harold E. Jenkins II
Name: Harold E. Jenkins II

Title: CHAIRMAN

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

Sarah W. Woods
SARAH W. WOODS, COUNTY ATTORNEY

First Amendment to the Vesta Solutions Service Order Agreement No. 1

Exhibit A

Vesta Solutions Service Order Agreement No. 1

ATTACHMENT 1 PRICING SCHEDULE

SUMMARY

VESTA® ROUTER AND VESTA® NEXT DATA SERVICE

County	2016 U.S. Census Population Estimate	Non-Recurring Charge (NRC) per Person	NRC/Advance Payments Total	Monthly Recurring Charge (MRC) per Person	MRC Total
Martin County, FL	158,701	\$2.40	\$380,882.40	\$0.06	\$571,323.60

NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES/ADVANCE PAYMENTS	
MILESTONES (Options)	Total Amount
1. Contract Execution – 100%	\$380,882.40
2. Contract Execution – 50% Installation Completion – 50%	N/A
3. Other (Agreed to by the Parties)	N/A
SUBTOTAL (NRC/ADVANCE PAYMENTS)	\$380,882.40

MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

REGULATED SERVICES				
	Monthly Rate Per Person Served	Monthly Rate Total	Number of Months	Total Amount (Initial Term) 5 Years
9-1-1 Emergency Services				
<i>Transitional</i>				
9-1-1 Tabular Routing + 9-1-1 ANI				N/A
9-1-1 ALI Database (DB) Services + DB Management				N/A
9-1-1 Network Elements				N/A
9-1-1 Tabular Routing + 9-1-1 ANI 9-1-1 ALI Database (DB) Services + DB Management 9-1-1 Network Elements	\$0.06	\$9,522.06	60*	\$457,058.88*
<i>Geospatial</i>				
i3 Geospatial Routing				N/A
ECRF/LVF Service				N/A
i3 Logging Service				N/A
9-1-1 Network Elements				N/A
Location Database (LDB)				N/A
OPTIONAL SERVICES				
VESTA® NEXT Data Delivery Service				N/A
VESTA® 9-1-1 as a Service (see next page)				N/A
SUBTOTAL (MRC)				\$571,323.60

TOTALS – NRC/ADVANCE PAYMENTS AND MRC

SUBTOTAL – NRC/ADVANCE PAYMENTS	\$380,882.40
SUBTOTAL – MRC	\$457,058.88*
* County shall not be obligated to pay MRC from the thirteenth (13th) month through the end of the twenty-fourth (24th) month from the Regulated Services Commencement Date. County shall resume payment of MRC commencing on the twenty-fifth (25th) month from the Regulated Services Commencement Date through the end of the Initial Term.	
TOTAL AMOUNT	\$837,941.28

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Exhibit A

Vesta Solutions Service Order Agreement No. 1

OPTIONAL SERVICES VESTA® 9-1-1 AS A SERVICE SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES (NRC)

NON-RECURRING CHARGES	Per PSAP/Per Position	Number of PSAPs/Positions	Total Amount
1. VESTA 9-1-1 Backroom (Per PSAP) - Contract Execution – 100%			N/A
2. VESTA Local Survivability (Per PSAP) - Shipment of Equipment to PSAP – 100%			N/A
3. VESTA 9-1-1 PSAP (Per Position) - Shipment of Equipment to PSAP – 100%			N/A
4. VESTA CommandPOST (Per Position) - Shipment of Equipment to PSAP – 100%			N/A
SUBTOTAL (NRC/ADVANCE PAYMENTS)			N/A

MONTHLY RECURRING CHARGES (MRC)

OPTIONAL SERVICES (VESTA 9-1-1 as a Service)	Monthly Rate Per Position	Number of Positions	Monthly Rate Total	Number of Months	Total Amount (Initial Term)
REQUIRED ITEMS					
VESTA 9-1-1 CPE					N/A
OPTIONAL ITEMS					
VESTA Local Survivability (per PSAP)					N/A
VESTA Analytics					N/A
VESTA Map Local - Basic					N/A
VESTA Map Local - Premium					N/A
VESTA Activity View					N/A
VESTA Heads-Up Display					N/A
VESTA Phone CommandPOST					N/A
VESTA SIP					N/A
Incentive – Prepayment (Annual)					
SUBTOTAL (MRC)					
A LA CARTE ITEMS			Price/Training	Number of Trainings	Total Amount
VESTA 9-1-1 Admin. Standard training					N/A
VESTA 9-1-1 Admin. Complex training					N/A
VESTA 9-1-1 Agent training					N/A
VESTA 9-1-1 Agent TTT					N/A
VESTA Analytics Admin. training					N/A
VESTA Activity View training					N/A
VESTA 9-1-1 SMS Admin. Delta training					N/A
VESTA 9-1-1 SMS Agent Delta training					N/A
VESTA 9-1-1 SMS TTT Delta training					N/A
VESTA 9-1-1 SIP Phone training					N/A
VESTA Map training					N/A
Cutover Coaching					N/A
SUBTOTAL (A La Carte)					

TOTALS – NRC, MRC and A La Carte Items

SUBTOTAL – NRC	N/A
SUBTOTAL – MRC	N/A
SUBTOTAL – A La Carte Items	N/A
TOTAL AMOUNT	N/A