

**THIRD AMENDMENT TO THE
VESTA SOLUTIONS SERVICE ORDER AGREEMENT NO. 1**

THIS THIRD AMENDMENT TO THE VESTA SOLUTIONS SERVICE ORDER AGREEMENT NO.1 ("Amendment") is made and entered into this fifteenth (15th) day of September, 2020 ("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"), that certain Vesta Solutions Service Order Agreement No. 1 dated July 24, 2018, as amended by the First Amendment to the Vesta Solutions Service Order Agreement No. 1 dated December 17, 2019 ("First Service Order Amendment") and by the Second Amendment to the Vesta Solutions Service Order Agreement No. 1 dated June 16, 2020 ("Second Service Order Amendment");

B. WHEREAS, the Service Order Agreement provides that the Regulated Services shall commence on September 15, 2020;

C. WHEREAS, the commencement of the Regulated Services has been delayed, and Vesta Solutions and the County desire to now commence the Regulated Services on October 16, 2020;

D. WHEREAS, Vesta Solutions and the County desire to mitigate the financial impact to the County of such delay by providing a credit to the County for its existing 9-1-1 call routing services in the amount reasonably invoiced for each month of the provision of such services by the County's existing 9-1-1 call routing service provider for time period commencing September 15, 2020, through the period ending in the month when all of the County's originating service providers necessary to implement the VESTA Router Service have migrated to the VESTA Router Service;

E. WHEREAS, Vesta Solutions and the County understand and agree that, while full execution of this Amendment will be September 29, 2020, the parties understand and agree that it shall be treated by the County and Vesta Solution as being effective on the date stated above; and

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 October 16, 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: *David Twohig*

Name: *DAV TWOHIG*

Title: *VICE PRESIDENT N6CS*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

DATE:

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH WOODS, COUNTY ATTORNEY

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*
* See Additional Terms	
TOTAL AMOUNT	\$837,941.28

ATTACHMENT 1
PRICING SCHEDULE

SUMMARY
VESTA® ROUTER AND VESTA® NEXT DATA SERVICE

***Additional Terms**

1. Legacy 9-1-1 Call Routing Services. Vesta Solutions shall provide a credit to the County for its existing 9-1-1 call routing services in the amount reasonably invoiced for each month of the provision of such services by the County's existing 9-1-1 call routing service provider for time period commencing September 15, 2020, through the period ending in the month when all of the County's originating service providers necessary to implement the VESTA Router Service have migrated to the VESTA Router Service. The County shall submit the invoice with a copy of the bill from the 9-1-1 call routing service provider within thirty (30) days of the receipt of such bill to Vesta Solutions for application of the credit.

2. Monthly Recurring Charges (13th-24th Month) Payments. 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.

**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 RCURRING 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