

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
Commission Briefing Minutes

Friday, December 03, 2021
9:00 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN



The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCCommissionOffice>. You can also dial in using your phone United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the “#” key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

WARNING Under Missouri law, any individual entering the premises or engaging the services of Greene County waives all civil liability against the individual or Greene County for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

Attendees: Rusty MacLachlan, John Russell, Chris Coulter, Fred Lizama, Chris Inman, JR Webb, Robert Jehle

Teleconference Attendees: Jim Arnott, Megan Applegate, Rina Davis, Allen Icet, Jeff Bassham, Tina Phillips, Andrea Stewart and Royce Denny.

Informational Items

Health Department –Rina Davis

- COVID-19 update.

E-911-Kris Inman and JR Webb

- Next Generation Core Services highlighted.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Acquisition of “Next Generation Core Services – 911 network connections”, Purchasing & E-911

Commissioner Rusty MacLachlan moved to approve the Acquisition of “Next Generation Core Services and to leave the vote open for Commissioner Dixon. Commissioner John Russell seconded the motion and it passed unanimously. Yes: MacLachlan and Russell. Dixon voted Yes on 12/6.

Other:

With no other business the meeting was adjourned.

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Informational Items
Health Department
E-911

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Other:

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Other:

**VESTA® NEXT PORTFOLIO
MASTER SERVICE AGREEMENT**

This Master Service Agreement (hereinafter "MSA") is made as of December __, 2021 (hereinafter "Effective Date") between Greene County, Missouri, with its principal place of business at 330 W. Scott St. Springfield, MO 65802 (hereinafter "Customer") and Vesta Solutions, Inc., a California corporation, with offices at 500 W Monroe Street, Ste 4400. Chicago, IL 60661-3781 (hereinafter "Vesta Solutions," collectively, the "Parties").

Recitals

WHEREAS, Vesta Solutions is a provider of IP selective routing, database services, network services and call handling equipment and services used in the provision of emergency communication; and

WHEREAS, Customer desires to acquire certain services ("Services") from Vesta Solutions;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

Terms and Conditions

1. **Scope of MSA.** This MSA, together with all exhibits, attachments, Service Order Agreements with all attachments ("SOA"), and applicable Vesta Solutions tariff(s) or price lists ("Tariff"), set forth the terms and conditions governing the purchase of Services by Customer. This MSA is offered consistent with the discounts offered under the agreement between Motorola Solutions, Inc. and the State of Missouri, Contract No. CT182780001.
2. **Service Order Agreement (SOA).** In connection with a specific project ("Project") for the purchase of Services, a SOA shall be prepared by Vesta Solutions, with the cooperation of Customer. A SOA shall detail the Services purchased, the pricing, and the term of the SOA for such Services. The SOA shall be expressly made pursuant to the terms and conditions of this MSA and shall be signed by both parties.
3. **Service Support Plan.** Vesta Solutions agrees to provide certain support services ("Support Services") as further described in **Exhibit A**, attached hereto and incorporated herein, in connection with Customer's purchase of Services ("Service Support Plan"). The Support Services may be subject to change at Vesta Solutions' sole discretion; provided, however, any changes to the Support Services will not result in a material reduction in the level of services provided to Customer.
4. **Order of Precedence in the Event of Conflict.** Notwithstanding anything to the contrary in this MSA, in the event of any conflict or inconsistency among the documents associated with this MSA, that conflict shall be resolved pursuant to the following order of precedence: (i) the SOA, (ii) this MSA; (iii) the Service Support Plan, and (iv) the Vesta Solutions applicable Tariff at <http://www.vestapublicsafety.com/misc/tariffs.php>. Vesta Solutions may modify its Tariff(s) from time to time, and any modification shall be binding upon Customer as provided in the applicable Tariff. However, if Vesta Solutions makes any changes to the applicable Tariff (other than to Taxes or Regulatory Cost Recovery Fees) that affect Customer in a material and adverse manner, Customer may discontinue the affected portion of the Services without liability by providing Vesta Solutions with written notice of discontinuance within sixty (60) calendar days of the date of the change, unless within sixty (60) calendar days of receiving Customer's discontinuance notice, Vesta Solutions agrees to remove the material adverse effect on Customer. Customer may enroll to receive email notifications of Tariff changes by sending an email request to Vesta.CustomerInquiry@motorolasolutions.com.

5. Rates and Charges; Taxes and Regulatory Cost Recovery Fees. Customer agrees to pay for the Services in accordance with the schedule of rates and charges as set forth in the applicable SOA. If Customer purchases any Services after the expiration of the Initial Term (as defined below) or Extended Term (as defined below) of this MSA, Customer and Vesta Solutions shall negotiate a new MSA and SOA. Except as otherwise provided for in the SOA, Customer shall not be eligible to receive any other additional discounts, promotions and/or credits (tariffed or otherwise). The rates and charges set forth in a SOA shall be listed in the SOA pricing schedule and shall include a listing of the monthly recurring charges and applicable advance payments and/or non-recurring charges. The charges in the SOA do not include the following: (a) charges imposed by a third party other than Vesta Solutions (if any); (b) Taxes or Regulatory Cost Recovery Fees (as defined below); and (c) charges related to customer premises equipment or extended wiring to or at Customer premises. Vesta Solutions shall give Customer notice of such changes in rates, charges, or fees pursuant to the notice provision set forth in **Section 21** herein or by other reasonable means. Vesta Solutions may add or adjust rates, charges, and fees in order to recover Taxes or Regulatory Cost Recovery Fees, as defined below. Unless otherwise specified, prices in any SOA do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Vesta Solutions applicable tax-exemption certificates.. Motorola will be solely responsible for reporting Taxes on its income and net worth.

6. Payment. Invoicing and payment shall be made in accordance with the applicable SOA. Vesta Solutions shall provide Customer with invoices detailing all amounts due under the applicable SOA. Customer shall pay interest on any amount not paid in an amount and within the time frame specified in the SOA.

7. Term of MSA. This MSA shall commence on the Effective Date and shall remain effective for a base term of five (5) years (the "Initial Term"), unless earlier terminated in accordance with the provisions of this MSA. This MSA shall automatically renew and continue in force for an additional five (5) years ("Extended Term") until terminated by either party upon sixty (60) calendar days written notice to the other party prior to the expiration of the Initial Term or any Extended Term. The terms and conditions of this MSA shall continue to apply during any Service specific commitments set forth in a SOA or other attachment that extends beyond the Initial Term or Extended Term.

8. Termination of MSA.

A. For Cause. Either party may terminate this MSA immediately, in whole or in part, for default or breach subject to the following provisions: (i) If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 21** herein and thirty (30) calendar days from the date of the notice to cure; and (ii) if the defaulting party fails to cure the breach within the 30-calendar day cure period, automatic termination of this MSA shall be effective on the 31st calendar day.

B. Termination for Convenience. Subject to the terms of **Section 8(E)** below, Customer may terminate this MSA for convenience upon thirty (30) calendar day written notice in accordance with **Section 21** herein.

C. Termination by Mutual Agreement. This MSA may be terminated by mutual written agreement of the parties, without any liability for termination charges as described in **Section 8(E)** of this MSA if (i) upon thirty (30) calendar days prior written notice, Customer notifies Vesta Solutions that a state 9-1-1 agency seeks to directly pay for the services described within this MSA; and (ii) Vesta Solutions and state 9-1-1 agency have successfully negotiated and executed an agreement for the provision of the Services described in this MSA.

D. Effect of Termination or Expiration. In the event of termination of this MSA or SOA, Vesta Solutions shall be entitled to payment for Services ordered by Customer prior to termination of this MSA and delivered and/or rendered, as applicable.

E. Termination Charges. If Customer terminates this MSA or a SOA for failure to obtain appropriation or budget funding pursuant to the terms of **Section 11** entitled "Appropriation: Funding," Customer shall have no further liability under this MSA except as otherwise provided in **Section 11**. If: (a) Customer chooses early termination of this MSA or a SOA, or (b) Vesta Solutions terminates this MSA for Cause (as provided in **Section 8(A)**), then Customer shall pay to Vesta Solutions, within thirty (30) calendar days after such termination, (i) if the termination is prior to installation of an ordered Service, an amount equal to 10% of the remaining monthly recurring charges as set forth in the pricing schedule in the applicable SOA or (ii) if the termination is after installation of an ordered Service, an amount equal to 50% of the monthly recurring charges as set forth in the pricing schedule in the applicable SOA for the period remaining in the applicable Term. Notwithstanding anything to the contrary in this MSA, any non-recurring charges set forth in a pricing schedule are non-refundable.

9. Quotes and Orders. This MSA shall not be construed as a purchase order for any Services. Whenever Customer desires a quote from Vesta Solutions regarding the purchase of Services, Customer shall make a written request for a quote.

A quote shall be valid for a period of one hundred twenty (120) calendar days from the date of the quote unless otherwise stated on the quote. If Customer desires to purchase the Services identified in a quote, Customer shall sign a SOA. Upon a fully executed SOA, Vesta Solutions shall commence the requested Service on the Services Commencement Date (as defined in the applicable SOA).

10. Notice of Service Interruption or Disconnection. Vesta Solutions shall use reasonable efforts under the circumstances to avoid interrupting any Service without notice. Subject to applicable law, Vesta Solutions may interrupt Service with notice as necessary to protect the security and proper operation of Vesta Solutions' or Customer's facilities or Services. Except as otherwise provided in the foregoing, any other termination or disconnection of all or part of any Service shall be subject to prior written notice. Customer shall provide prior written notice pursuant to **Section 21** for the disconnection of Service.

11. Appropriations; Funding. Customer further agrees to request all appropriations and budget funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term or any Extended Term. In the event Customer is unable to obtain the necessary appropriations or budget funding for the Services, Customer may terminate the Services without liability for the termination charges set forth in this MSA upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or budget funding; (ii) despite Customer's best efforts, funds have not been appropriated or budgeted and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Vesta Solutions to develop revised terms, an alternative payment schedule or a revised SOA, including any associated Attachments to accommodate Customer's appropriations or budget. Customer

must provide Vesta Solutions with thirty (30) calendar days prior written notice pursuant to **Section 21** of its intent to terminate this MSA or an applicable SOA under this Section. Termination of this MSA or an applicable SOA for failure to obtain necessary appropriations or budget funding shall be effective as of the last day for which funds were appropriated or budgeted or otherwise made available. If Customer terminates this MSA and/or an SOA under this Section, Customer agrees it shall pay all amounts due for any costs incurred and services rendered and/or accepted or delivered up to and including the date of termination.

12. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, AVAILABILITY, SECURITY, RELIABILITY, SPEED OR TIMELINESS OF TEXT MESSAGE DELIVERY AND UNINTERRUPTED OR ERROR-FREE SERVICE AND TRANSMISSION QUALITY ARE NOT GUARANTEED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN VESTA SOLUTIONS' PRIVACY POLICY (AS PROVIDED IN [HTTPS://WWW.MOTOROLASOLUTIONS.COM/EN-US/ABOUT/PRIVACY-POLICY.HTML#PRIVACYSTatement](https://www.motorolasolutions.com/en-us/about/privacy-policy.html#privacystatement) AND INCORPORATED HEREIN, VESTA SOLUTIONS HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY VESTA SOLUTIONS' EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION.

13. Limitation of Liability. IN NO EVENT SHALL VESTA SOLUTIONS', ITS AFFILIATES', AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY FOR ALL SERVICES PROVIDED UNDER THIS MSA AND/OR SOA EXCEED SIX (6) MONTHS OF CUSTOMER'S MONTHLY RECURRING CHARGES FOR THE PERIOD IMMEDIATELY PRECEDING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, VESTA SOLUTIONS' LIABILITY SHALL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT VESTA SOLUTIONS' LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL VESTA SOLUTIONS BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS MSA AND/OR SOA DUE TO CAUSES BEYOND VESTA SOLUTIONS' REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO SERVICE INTERRUPTIONS, OR ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. VESTA SOLUTIONS IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR IF CUSTOMER IS THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO VESTA SOLUTIONS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

14. General Indemnity. Vesta Solutions shall indemnify Customer from any claim against Customer for personal injury, including death, or direct damages to property to the extent such death, injury, loss or damage is attributable to the willful or grossly negligent act or omission of Vesta Solutions, its employees, agents or sub-contractors; provided that Customer provides Vesta

Solutions with (i) written notice within thirty (30) calendar days of the date Customer first becomes aware of such a Claim; (ii) sole control over the defense or settlement thereof; and (iii) reasonable assistance, information and authority to settle and/or defend any such Claim.

15. Vesta Solutions-Provided and Owned Equipment. Any equipment provided and owned by Vesta Solutions and installed on Customer's premises (such as the Channel Service Unit/Data Service Unit, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Vesta Solutions. The equipment shall remain in good condition, less normal wear and tear. Vesta Solutions shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees, agents, or contractors, in which case Customer shall reimburse Vesta Solutions for the cost of any necessary repairs or replacement of the equipment as determined by Vesta Solutions in its sole discretion. Customer shall provide Vesta Solutions reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Vesta Solutions does not have access to Customer's premises within thirty (30) calendar days after Customer terminates this MSA, or if Vesta Solutions requests Customer to return the equipment and Customer does not return the equipment within thirty (30) calendar days of termination, Customer shall reimburse Vesta Solutions for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Vesta Solutions and ensuring such equipment is compatible with Vesta Solutions' network.

16. Confidentiality and Nondisclosure.

A. Confidential Information. By virtue of this MSA, the parties may have access to information that is confidential to one another ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing): Proprietary system protocols, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to Customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. It is the express intent of this Section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to its directors, officers, Affiliates, employees, consultants, contractors, and advisors with a demonstrable need to know such Confidential Information ("Permitted Personnel"). "Affiliates" shall mean another entity that directly or indirectly controls, is controlled by, or is under common control with the party in question. The parties shall be responsible for any breach of this MSA by any of their Permitted Personnel and each party agrees, at its sole expense, to take all reasonable measures to restrain its Permitted Personnel from prohibited or unauthorized disclosure or use of the Confidential Information.

B. Nondisclosure. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party in breach of this MSA; or (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. The parties agree, both during the term of this MSA and for a period of three (3) years after termination of this MSA, to hold each other's Confidential Information in confidence. The parties agree to use reasonable efforts to avoid

making the other's Confidential Information available in any form to any third party and to avoid using the other's Confidential Information for any purpose other than the implementation of this MSA or in the exercise of rights conferred by this MSA. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this MSA. Each party agrees that it shall not reverse-engineer, decompile or disassemble any Vesta Solutions product disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the other party. Each party represents that it has an appropriate agreement with each of its employees who may have access to any Confidential Information that is sufficient to enable it to comply with all of the terms of this Section.

17. Customer Consent to Use of Customer Proprietary Network Information ("CPNI").

Vesta Solutions acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Vesta Solutions and made available to Vesta Solutions solely by virtue of Customer's relationship with Vesta Solutions. With Customer consent, Vesta Solutions may share Customer CPNI and other Confidential Information among its Affiliates, agents, and contractors so that all may use this information to offer Customer the full range of products and services offered by Vesta Solutions and its Affiliates. By signing this MSA, Customer consents to Vesta Solutions using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this MSA and by notifying Vesta Solutions in writing at Vesta.CustomerInquiry@motorolasolutions.com of Customer's decision to withhold Customer's consent to use CPNI. Customer's consent or refusal to consent shall remain valid until Customer otherwise advises Vesta Solutions. Customer's refusal to consent shall not affect Vesta Solutions' provision of Services to Customer.

17.1 Vesta Solutions shall protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Vesta Solutions may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, regulations and this MSA.

17.2 Vesta Solutions may provide Customer CPNI to Authorized Customer Representatives (as defined below) via any means authorized by Vesta Solutions that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives; to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives; to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives; or via Vesta Solutions' on-line customer portal or other on-line communication mechanism.

17.3 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Vesta Solutions, who have existing relationships on behalf of Customer with Vesta Solutions customer service, account, or other Vesta Solutions representatives and all other persons authorized in written notice(s) (including email) from Customer to Vesta Solutions. Authorized Customer Representatives shall remain such until Customer notifies Vesta Solutions in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and shall cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Vesta Solutions in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

17.4 Customer's notices of authorization or deauthorization must be sent to Vesta Solutions, and must contain the following information: (i) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized; (ii) that the person is

being authorized, or is no longer authorized, (as applicable) to access CPNI; and (iii) the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable).

18. Compliance with Applicable Laws.

18.1 Vesta Solutions shall comply with all applicable federal, state and local laws and regulations in providing the Services.

18.2 Vesta Solutions agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this MSA.

18.3 Vesta Solutions is solely responsible for ensuring that its employees, agents, vendors, subcontractors, and authorized representatives ("Authorized Vesta Solutions Representatives") comply with (i) the terms and conditions of this MSA and applicable SOA; (ii) when provided to Vesta Solutions by Customer, all applicable safety rules and regulations and all applicable licensing requirements for the purpose of performing any and all work required under this MSA and SOA; and (iii) when provided to Vesta Solutions by Customer, all rules, regulations, and procedures to which an employee of Customer would be subject while performing similar activities on Customer's premises to the extent that the Authorized Vesta Solutions Representatives are performing work on Customer's premises.

19. Cooperative Purchasing. A public agency may purchase Services pursuant to the terms of this MSA: (i) to the extent that a jurisdiction is authorized under applicable law; and (ii) provided that the purchasing jurisdiction and Vesta Solutions have entered into a separate MSA and applicable SOA. A "public agency" is defined as any federal governmental or federal department or agency; state, county, city, county and city, municipality agency, or other political subdivision of state, any public agency of any such political subdivision, any public authority, and, to the extent provided by law, any other entity which expends funds for the procurement of services for 9-1-1 emergency communication.

20. Force Majeure. Neither party shall be liable for the delay nor failure to perform its obligations (excluding payment obligations) caused by circumstances beyond their reasonable control.

21. Notices. All notices given under this MSA shall be in writing and shall be delivered to the addresses specified below. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (i) if personally delivered, when delivered; (ii) if by certified mail return receipt requested, on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent; or, (iii) if by expedited messenger service (e.g. FedEx), when delivered as confirmed by delivery receipt.

For Customer:

Name: 911 Director of Springfield/Greene Cty

Address: 330 W. Scott St. Springfield, MO 65802

Tel: (816) 969-1302

For Vesta Solutions:

Name: Vesta Solutions, Inc.

Attn: Legal Department

Address: 500 W Monroe Street, Ste 4400. Chicago, IL 60661-3781

22. Amendment or Waiver. No provision of this MSA or SOA shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. For purposes of this **Section 22**, an electronic mail shall not constitute a writing. Either Party's failure to enforce any of the provisions of this MSA or SOA shall not be construed as a waiver of such provisions or rights, or affect the validity of this MSA or any SOA.

23. Severability. If any part, term or provision of this MSA or SOA is held to be void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

24. Governing Law, Attorneys' Fees. The validity, performance, and all matters relating to this MSA or SOA and any amendment associated therewith shall be governed by the laws of the State in which the applicable services are provided, without reference to conflicts of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts of such State. If any legal action or other proceeding is brought to enforce the provisions of this MSA, Each Party will bear its own costs of such legal actions, including but not limited to attorneys' fees, applicable court costs, fees for other dispute resolution and internal costs.

25. Assignment and Subcontracting. Except as hereinafter provided, neither this MSA nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer shall be void except in the case of assignment by a party to its parent, or to any subsidiary or to a successor in interest in the course of a merger or sale of all/substantially all of a party's assets. Notwithstanding the foregoing, Vesta Solutions shall have the right to subcontract all or a portion of any Services provided hereunder.

26. Authority. Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this MSA and SOA and to perform and carry out its obligations hereunder; (ii) the persons executing this MSA and SOA on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this MSA and/or SOA do not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this MSA and SOA have been duly authorized by all necessary partnership, corporate or governmental action and this MSA and SOA are valid and binding obligations of such party, enforceable in accordance with its terms.

27. Survival of Provisions. The parties agree that where the context of any provision indicates an intent that it shall survive the term of this MSA, then it shall survive.

28. Entire Agreement. This MSA, SOA and applicable Tariff(s) shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Customer and Vesta Solutions.

29. Captions. Article and section headings used herein are for convenience only and are not a part of this MSA and shall not be used in construing it.

30. Counterparts. This MSA and any SOA may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it shall become effective as of the Effective Date stated above. Delivery of an executed signature page of this MSA by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the Effective Date provided above.

Vesta Solutions Service Order Agreement No. 1

1. TERM OF SERVICE ORDER AGREEMENT

This Vesta Solutions Service Order Agreement ("SOA") shall commence on _____, 2021 (the "SOA Effective Date") and terminate 5 years after the Services Commencement Date (the "Initial Term"), unless earlier terminated in accordance with the provisions of the Master Service Agreement dated of even date herewith, by and between the parties hereto (hereafter the "MSA").

2. DEFINITIONS

Capitalized terms used, but not defined in this SOA are defined elsewhere in the SOA, MSA or Applicable Tariff.

"Applicable Tariffs" consist of the standard Vesta Solutions service descriptions, pricing and other provisions filed by Vesta Solutions or any of its Affiliates with the appropriate state regulatory commission having jurisdiction respecting a Service, as revised by Vesta Solutions from time to time. In the event an Applicable Tariff is withdrawn by Vesta Solutions or tariffing is no longer permitted or required by the appropriate state regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding state allowed named document for the services offered herein.

"Individual Case Basis" (ICB) means a service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. Vesta Solutions may or may not have an equivalent service in the price list for which there is a rate, and the quoted ICB rates may be different than the price list rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission, upon request. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this price list may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

3. SERVICES

Vesta Solutions will provide the services to Customer under this SOA as selected below ("Services"), and as further provided in Attachment 2, attached hereto and incorporated herein ("Proposal").

3.1 REGULATED SERVICES

Regulated services may be ordered as provided below ("Regulated Services"). Pricing, service descriptions and other provisions relating to the Services will be set forth in this SOA, the MSA, and the Applicable Tariffs.

A. VESTA® ROUTER SERVICE - TRANSITIONAL (INDICATE SELECTION BY CHECKING BOX)

- 9-1-1 Tabular Routing + 9-1-1 ANI
- 9-1-1 ALI Database (DB) Services + DB Management
- 9-1-1 Network Elements

B. VESTA® ROUTER SERVICE – GEOSPATIAL (INDICATE SELECTION BY CHECKING BOX)

- i3 Geospatial Routing
- ECRF/LVF Service
- i3 Logging Service
- 9-1-1 Network Elements
- Location Database (LDB)

C. VESTA® 9-1-1 AS A SERVICE – REGULATED SERVICES (ONLY APPLIES IF MPLS CIRCUITS ARE BEING PURCHASED)

- MPLS Circuits

3.2 OPTIONAL SERVICES

Optional Services are services that are not regulated by a state regulatory commission, and are not included in the Applicable Tariffs ("Optional Services"). Optional Services may be ordered by selecting below and are further described in the Proposal.

- Text-to-9-1-1 Delivery Service
- VESTA® 9-1-1 as a Service

3.3 SERVICES COMMENCEMENT DATE

Regulated Services that are selected shall commence on a date to be mutually agreed upon between Vesta Solutions and Customer by execution of a written amendment hereto ("Regulated Services Commencement Date"). Optional Services that are selected shall commence on a date to be mutually agreed upon between Vesta Solutions and Customer by execution of a written amendment hereto ("Optional Services Commencement Date"). Regulated Services Commencement Date and Optional Services Commencement Date are referred to herein, collectively as "Services Commencement Date." The rates and charges for Services will be effective on the Services Commencement Date. Upon completion of the term of this SOA and any extensions thereof, and until a new SOA has been executed between the parties, the monthly recurring charges and term shown herein shall be as follows:

(a) for Regulated Services, the monthly recurring charges will convert to the Applicable Tariff rate and term therein; (b) for Optional Services, the monthly recurring charges shall be the greater of: (i) the monthly recurring charge provided in the table below; or (ii) the monthly recurring charge as adjusted by the annual rate of the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, commonly known as the "Consumer Price Index for all Urban Consumers" for the immediately preceding twelve (12) month period, and the term shall automatically extend in one (1) year successive terms.

4. PRICING

The rates and charges provided herein for Services are further described in the Pricing Schedule, attached hereto and incorporated herein as Attachment 1. Regulated Services are priced pursuant to the Applicable Tariff rates and/or pursuant to an

Vesta Solutions Service Order Agreement No. 1

Individual Case Basis arrangement. Optional Services are priced pursuant to the Proposal.

4.1 NON-RECURRING CHARGES (NRC) AND/OR ADVANCE PAYMENTS

Non-recurring charges and/or advance payments may be required in order to provision the Services. A schedule of non-recurring charges and/or advance payment amounts and events when such charges and/or amounts are due are provided in the Pricing Schedule. Vesta Solutions shall provide an invoice to Customer upon occurrence of each event. Any non-recurring charges set forth in the Pricing Schedule are non-refundable.

4.2 MONTHLY RECURRING CHARGES

Monthly recurring charges for the Services are provided in the Pricing Schedule. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (<https://www.census.gov/programs-surveys/popest/data/tables.2019.html>). PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

5. INVOICING AND PAYMENT

Except as otherwise provided in the Proposal, invoicing and payments shall be made as set forth below. For Regulated Services, if no invoicing or payment terms are provided, then the Applicable Tariff applies.

For non-recurring charges and/or advance payments, Vesta Solutions shall invoice the Customer upon completion of each milestone. For monthly recurring charges, Vesta Solutions shall invoice the charges for the Services in advance based upon the Services Commencement Date, and at the beginning of each subsequent month thereafter. In the event that the Services Commencement Date does not coincide with the beginning of a month, such month shall be prorated based on a thirty day calendar month. Payment is due thirty (30) days net from the date of invoice.

Customer may prepay any non-recurring and monthly recurring charges. All amounts provided herein are exclusive of any taxes, duties, levies, fees, or similar charges imposed by a third party other than Vesta Solutions.

Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill beginning from the date first due until paid in full.

6. GOVERNMENTAL/OTHER CHARGES

As further described in Section 5 of the MSA, regardless of any stabilization of rates or charges that may appear in this SOA, Vesta Solutions reserves the right to increase charges as a result of: (i) expenses incurred by Vesta Solutions reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E9-1-1 and deaf relay charges); or (ii) the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to Vesta Solutions or the amount Vesta Solutions is required to pay to other carriers in connection with the provision of the Services to Customer under this SOA.

7. COMMISSION JURISDICTION

If an ICB is subject to the jurisdiction of a regulatory commission, each such ICB will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such ICB will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

8. ORDER OF PRECEDENCE

This SOA is made pursuant to and is governed by the MSA. Customer and Vesta Solutions acknowledge and agree that in the event of a conflict between any provisions of this SOA, the MSA and any other ancillary document or agreement related to this SOA, the order of precedence shall be: this SOA, the SOA attachments (if applicable), the MSA, MSA exhibits, and then ancillary documents.

Vesta Solutions Service Order Agreement No. 1

ATTACHMENT 1 PRICING SCHEDULE

SUMMARY VESTA® ROUTER AND TEXT-TO-9-1-1 DELIVERY 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
Greene County, MO	293,086	\$0.60	\$175,851.60	\$0.09 / \$0.13	\$2,004,708.16

SEE NOTE 1

NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES/ADVANCE PAYMENTS		Total Amount
MILESTONES (Options)		
1. Contract Execution – 100%		
2. Contract Execution – 50% Installation Completion – 50%		
3. Other (Agreed to by the Parties) -- Billed upon Final Acceptance Testing and system use		\$175,851.60
SUBTOTAL (NRC/ADVANCE PAYMENTS)		

MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

REGULATED SERVICES				
9-1-1 Emergency Services	Monthly Rate Per Person Served	Monthly Rate Total	Number of Months	Total Amount (Initial Term) 5 Years
Transitional	N/A	N/A	N/A	N/A
9-1-1 Tabular Routing + 9-1-1 ANI	N/A	N/A	N/A	N/A
9-1-1 ALI Database (DB) Services + DB Management	N/A	N/A	N/A	N/A
9-1-1 Network Elements	N/A	N/A	N/A	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	N/A	N/A	N/A	N/A
Geospatial				
3 Geospatial Routing	INCL	INCL	INCL	INCL
ECRF/LVF Service	INCL	INCL	INCL	INCL
3 Logging Service	INCL	INCL	INCL	INCL
9-1-1 Network Elements	INCL	INCL	INCL	INCL
Location Database (LDB)	INCL	INCL	INCL	INCL
OPTIONAL SERVICES				
VESTA® Text-to-9-1-1 Delivery Service	\$0.00823	\$2,412.00	60	\$144,722.00
VESTA® 9-1-1 as a Service				(see next page)
SUBTOTAL (MRC)				

TOTALS – NRC/ADVANCE PAYMENTS AND MRC	
SUBTOTAL – NRC/ADVANCE PAYMENTS	\$175,851.60
SUBTOTAL – MRC	\$2,149,430.16
TOTAL AMOUNT	\$2,325,281.76

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

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					
OPTIONAL ITEMS					
VESTA Local Survivability (per PSAP)					
VESTA Analytics					
VESTA Map Local - Basic					
VESTA Map Local - Premium					
VESTA Activity View					
VESTA Heads-Up Display					
VESTA Phone CommandPOST					
VESTA SIP					
VESTA 9-1-1 Dark/Backup Position					
SUBTOTAL (MRC)					
A LA CARTE ITEMS			Price/Training	Number of Trainings	Total Amount
VESTA 9-1-1 Admin. Standard Training					
VESTA 9-1-1 Admin. Complex Training					
VESTA 9-1-1 Agent Training					
VESTA 9-1-1 Agent TTT					
VESTA Analytics Admin. Training					
VESTA Activity View Training					
VESTA 9-1-1 SMS Admin. Delta training					
VESTA 9-1-1 SMS Agent Delta Training					
VESTA 9-1-1 SMS TTT Delta Training					
VESTA 9-1-1 SIP Phone Training					
VESTA Map Training					
Cutover Coaching					
SUBTOTAL (A La Carte)					
TOTALS – NRC, MRC and A La Carte Items					
SUBTOTAL – NRC					
SUBTOTAL – MRC					
SUBTOTAL – A La Carte Items					
PREPAYMENT INCENTIVE (MRC – 5%)					
TOTAL AMOUNT					

Vesta Solutions Service Order Agreement No. 1

NOTE 1: For Years 1-2 of Initial Term, the MRC will be \$0.09 per person per month, totaling to \$26,377.74 per month, only if the contract is approved and executed on or before December 31, 2021. For years 3-5 of Initial Term, the MRC will be \$0.13 per person per month, totaling to \$38,101.18 per month, only if the contract is approved and executed on or before December 31, 2021.

VESTA SOLUTIONS, INC.

By: _____

Date: _____

GREENE COUNTY, MISSOURI

By: 
Robert Dixon, Presiding Commissioner

By: 
Rusty MacLachlan, Commissioner 1st District

By: 
John C. Russell, Commissioner 2nd District

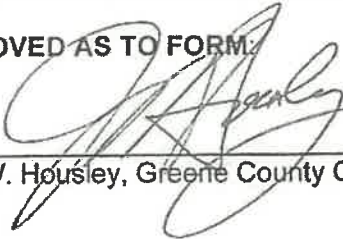
Attest: _____
Shane Schoeller, County Clerk

AUDITOR CERTIFICATION

I, Cindy S. Stein, the duly appointed and acting Auditor of Greene County, Missouri, and in that capacity, do hereby certify on this ___ day of _____, 2021, that there is an unencumbered balance to the credit of the appreciation, which is to be charged for the County's share of the costs described in the Agreement sufficient to meet the County's obligations under this Agreement with an unencumbered cash balance in the county treasury to the credit of the fund from which the County's financial obligation described in the Agreement shall be paid sufficient to meet the County's obligations under this Agreement.

By: _____
Cindy Stein, Greene County Auditor

APPROVED AS TO FORM:

By: 
John W. Housley, Greene County Counselor

Vesta Solutions Service Order Agreement No. 1

ATTACHMENT 2
PROPOSAL

[Insert Proposal]



Springfield-Greene County 911

VESTA® NG9-1-1 SERVICES

SEPTEMBER 28, 2021

NG9-1-1 PROPOSAL

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Vesta Solutions, Inc. ("Vesta Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Vesta Solutions.

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COVER LETTER

September 28, 2021

Springfield-Greene County Public Safety Center
330 W. Scott St.
Springfield, MO 65802

Dear Mr. Inman:

Vesta Solutions, Inc., a wholly owned subsidiary of Motorola Solutions, Inc. ("Vesta Solutions") is pleased to provide Greene County, MO this proposal for the VESTA® Router Service. This includes the Emergency Services IP Network (ESInet), and Next Generation 9-1-1 Core Services (NGCS) to include geospatial routing, and Location Database (LDB) ("Service").

Motorola's suite of solutions provides a highly integrated workflow improving public safety for the citizens of Greene County. From the appearance of the 9-1-1 call in the VESTA Call Handling System, to the PremierOne CAD/RMS, and ASTRO25 radio communications solutions, and ultimately the first responders on scene, the integrated workflow improves your ability to respond quickly and with the right resources. And with the addition of call routing, we can expand the level of integration and capabilities.

Our Service includes infrastructure enabling 9-1-1 calls to be routed seamlessly and having access to location, data, and support systems. The Service utilizes multiple, redundant, and diverse network carriers which allow Vesta Solutions to offer the County flexibility and redundancy in its ESInet transport and NGCS elements.

Our NG911 ESInet services, which were competitively bid as part of the process, are listed on the State Contract via the Missouri Office of Administration (DPS) under contract number CT182780001. The discounts from the Missouri State Contract have been applied to this budgetary proposal.

We value the relationships we have built with Greene County over the years and look forward to the opportunity of expanding our role as your trusted partner.

Should you have any questions, please contact your Motorola Solutions Senior Account Manager, Denise Gibbs, at 312-270-3935.

Sincerely,



Nicole Sherrill

Territory Vice President

Greene County
VESTA NG9-1-1 CORE SERVICES

Motorola Solutions, Inc.

1. SOLUTION OVERVIEW

Configuration Solution

Vesta Router Service Next Generation Call Routing Solution Includes the following:

- VESTA Router Service (9-1-1 Call Routing)
- ESInet (Public Safety IP Network)
- Location Services (LDB, ECRF, LVF, SI)
- 24/7 Network & Security Operations Center dedicated to Public Safety
- Cybersecurity
- GIS Services
- i3 logging

Vesta Solutions is proposing our solution as a service that includes an Emergency Services IP Network (ESInet) and Next Generation Core Services (NGCS) for Greene County Mo. Vesta Solutions will engineer, furnish, implement, maintain and make operable the proposed solution.

The IP call routing service will initially provide an IP based ESN-based (Emergency Service Number) routing deployment. At the beginning of year 3, or earlier if desired, geospatial routing will be enabled, allowing calls with location to be more accurately routed.

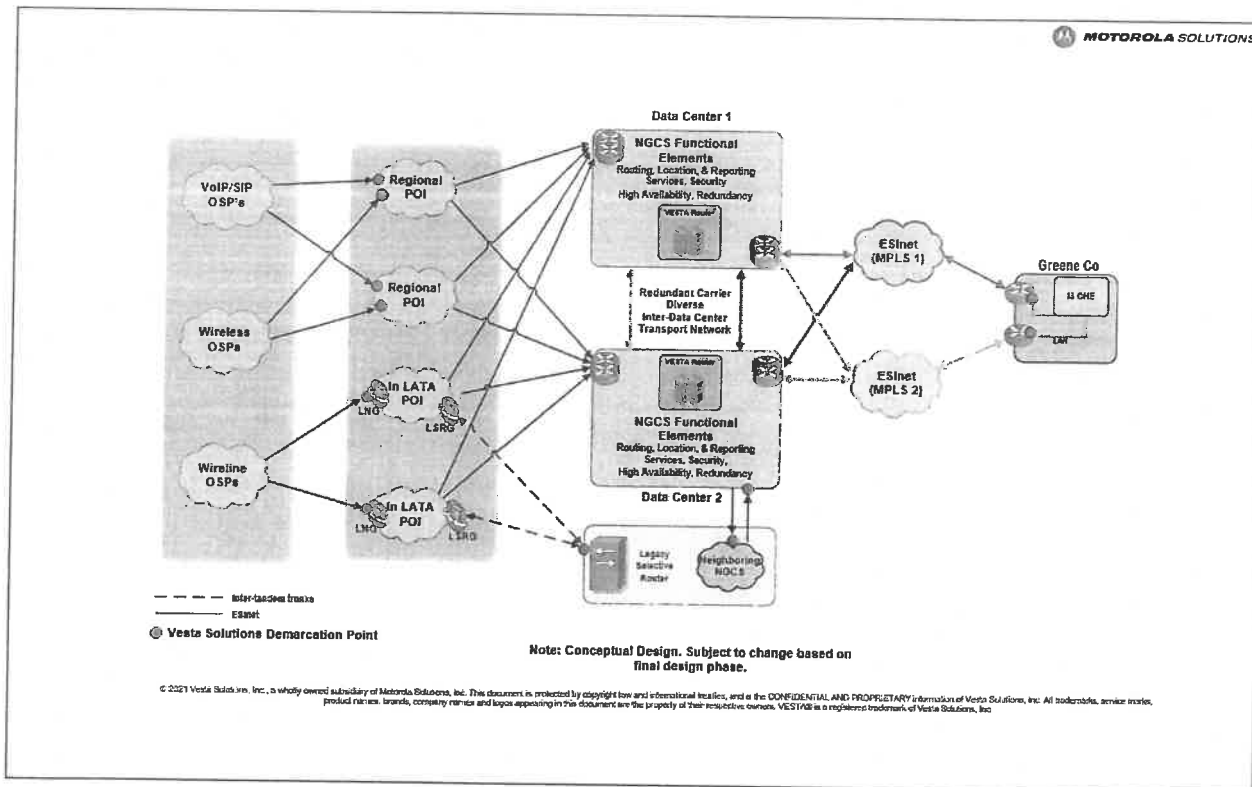


Figure 1 - SERVICE HIGH-LEVEL DESIGN

NGCS Ingress - Two OSP Points of Interface (POI) within the local LATA:

The Vesta Solutions service includes the facility transition from the existing OSP circuits to new Points of Interconnect (POIs). Our ingress network design involves contacting the OSPs to determine each of the OSPs that are operating within the County that are originating 9-1-1 traffic.

We will negotiate facility transition plans with these service providers including Scopes of Work with technical definitions, test schedules and procedures, and post-cutover Service Level Agreements. Interconnection contract agreements with neighboring legacy networks, connected using legacy selective router gateways (LSRGs), and ESInets, connected using edge and border security, will be established with carriers and adjacent jurisdictions.

The Service will provide diverse and redundantly-connected POIs that accept TDM SS7 from OSPs requiring protocol conversion, and native SIP calls from SIP-enabled providers. POI redundancy will be provided in the LATA that serves Greene County Mo.

Data Centers:

The Vesta Solutions NGCS/ESInet service is deployed in geo-diverse data centers utilizing redundant enterprise-class hardware and software technology within each data center. The data centers selected for Vesta Solutions NGCS/ESInet service are designed, engineered, and deployed specifically to meet the critical demands of Public Safety and are integral to maintaining service availability required to support the objectives of Greene County.

NGCS Egress to PSAP Location:

Vesta is proposing diverse carriers for the Egress side of the NGCS. These Carriers will work with Vesta to ensure that each end-to-end Egress connectivity requirements are turned up, tested and that on cutover each current 9-1-1 system service provider's traffic is correctly being routed to the PSAP.

Documented end-to-end call delivery is the final acceptance criteria for successful coordination of this transition. The link from each diverse carrier provides path redundancy for delivering the call to the PSAP. Should one path fail, the other path will continue to provide service until the failed path is operational again. Routing policies will be created for normal and failover conditions. Inter-tandem trunks are included for the purpose of transferring to all contiguous agencies.

2. PRICING

Our pricing is provided pursuant to Vesta Solutions' Terms and Conditions below and conditioned on the negotiation and execution of a mutually acceptable Master Service Agreement ("MSA") and Service Order Agreement ("SOA"), setting forth the applicable terms and conditions. The pricing contained in this proposal is valid for a period not to exceed 120 days from the date hereof. By executing a Master Service Agreement and Service Order Agreement, the County agrees to the service regulations and terms and conditions described.

The services are subject to availability and may not be available in all locations. Vesta Solutions reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by Vesta Solutions, when necessary because of lack of facilities, or due to some other case beyond Vesta Solutions' control.

Vesta Solutions is proposing an initial tabular routing configuration with a geospatial routing uplift consisting of a non-recurring charge and a monthly recurring charge per person (based on US Census population).

The table below provides pricing for the following services: NG9-1-1 Call Routing + PRF Services + NG9-1-1 Location Database + Location Data Services + LIS Database Application + GIS Functional Element Services with a single link to each Viper host site.

Service	Population Served	Non-Recurring Charge (NRC) per Person	NRC/Advance Payments Total	MRC Per Person	Monthly Recurring Cost	Total MRC
Routing Years 1-2	293,086 (2019 census)	\$0.60	\$175,851.60	\$0.09	\$26,377.74	\$633,065.76
Service		Non-Recurring Charge (NRC) per Person	NRC/Advance Payments Total	MRC Per Person	Monthly Recurring Cost	Total MRC
Routing Years 3-5		\$0	\$0	\$0.13	\$38,101.18	\$1,371,642.40
Text to 9-1-1		\$0	\$0	\$0.00823	\$2,412.00	\$144,722.00
Total price based on a 60-month term as outlined above.			\$175,851.60			\$2,149,430.16

31 Our proposal includes a discretionary customer discount off the competitive MRC per Person for years 1-2 (shown above), only if the contract is approved and executed on or before December 31, 2021. The MRC per Person will increase for year 3-5 (shown above), only if the contract is approved and executed on or before December 31, 2021. The total monthly charges for this project are \$2,149,430.16 and the total one-time charges for this project are \$175,851.60

Conditions / Assumptions

1. NRC means Non-Recurring Charge.
2. MRC means Monthly Recurring Charge.
3. Pricing is based on a 60 month term agreement.
4. Termination charges will apply for early termination.
5. Vesta Solutions may adjust the MRC annually based on the customer contract date and changes in population.
6. Notwithstanding anything herein to the contrary, the NRC and MRC in this Proposal is considered individual case basis pricing and is valid for the term of the initial contract (i.e. 60 months) as such term is described in the SOA (as defined below). Except as otherwise provided in the SOA, pricing for the service for any renewal term beyond the initial term shall be mutually agreed to between Vesta Solutions and the County prior to the expiration of the initial term.
7. This proposal is conditioned on, and subject to, the negotiation and execution of a mutually acceptable Master Service Agreement ("MSA") and Service Order Agreement ("SOA"), setting forth the applicable terms and conditions.
8. Pricing does not include applicable federal, state, local sales tax, transportation tax, other taxes required to be imposed upon the items ordered by reason of their sale or delivery and fees in order to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from or pay to third parties in support of statutory or regulatory programs. Such taxes and fees, if any, shall be charged and listed as separate items on the invoice unless Customer furnishes Vesta Solutions applicable tax-exemption certificates.
9. Special construction costs / charges are not included in our proposal and will be quoted separately if required.
10. Text to 9-1-1 Delivery Service is included in this Proposal.

Payment Terms



MRC fees for the term of the contract will commence as soon as initial calls are being processed by the Service. The MRC fees are based on the most recent population (or estimated population) of the county upon renewal as determined by the US Census Bureau. Recurring MRC fees will be invoiced monthly in advance and due within 30 days.

NRC fees will be invoiced in accordance with Milestones negotiated and provided in the SOA. Payment is due thirty (30) days net from the date of invoice.



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT182780001	CONTRACT TITLE MOSWIN Infrastructure Operations and Support
AMENDMENT NUMBER 03	CONTRACT PERIOD July 1, 2021 through June 30, 2023
REQUISITION/REQUEST NUMBER MB Request	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 3611158000 B / MB00133260
CONTRACTOR NAME AND ADDRESS Motorola Solutions, Inc. 500 W. Monroe Street, Ste 4400 Chicago, IL 60661	STATE AGENCY'S NAME AND ADDRESS Department of Public Safety Missouri Interoperability Center 2413 E. McCarty St. Jefferson City, MO 65101
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the above-referenced contract. Pricing for the first renewal period shall be in accordance with the FY22 and FY23 pricing included in the contract. All other terms, conditions and provisions of the contract shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Brent Dixon	BUYER CONTACT INFORMATION Email: brent.dixon@oa.mo.gov Phone: (573) 751- 4903 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 6/22/21
DIRECTOR OF PURCHASING  Karen S. Boeger	

Laura would be the point on this and she can work with John H on a legal review

I have included her on this reply

cjc

Christopher J Coulter, AICP

County Administrator
Greene County Commission



1443 N Robberson Ave
Springfield, MO 65802
P: (417)-868-4873
www.greenecountymo.gov



From: Webb, J.R. <jrwebb@springfieldmo.gov>
Sent: Thursday, October 7, 2021 12:06 PM
To: Chris Coulter <CCoulter@greenecountymo.gov>
Cc: PSC-ECC/Kris Inman <Ktinman@springfieldmo.gov>
Subject: Contract for Next Gen Core Services

Chris

Attached is a contract from Motorola to provide us with a new product – Next Generation Core Services or in short, Next generation 911.

This is not something we are wanting to do right now, but in 2022 if our current phone project goes smoothly. Money is already in our 22 budget to do this.

This contract is based on cooperative procurement under Motorola's existing contract with the State of Missouri.

How do I need to get this to the County Attorney to review this contract for us so that we will be ready when it is time to execute?

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