

FIRST AMENDMENT

This Amendment made and entered into this 30th day of March, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and ImageTrend, Inc., Lakeville, MN, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on November 15, 2022, pursuant to Pinellas County Contract No. 22-0748-N (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Computer-Aided Dispatch (CAD) Services for County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide clarification in Section 6B, Spending Cap and Payment Structure, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Remove the not to exceed referenced at the bottom of page 81 within Exhibit C Payment.
2. Section 6. Compensation and Method of Payment, subsection B. Spending Cap and Payment Structure is removed in its entirety and replaced with the following:

"The County agrees to pay the Contractor the total not-to-exceed sum of \$3,136,952.56 for services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, upon submittal of an invoice as required herein. Payable in annual not-to-exceed amounts as follows: Year 1 - \$1,136,884.00; Year 2 - \$975,643.20; and Year 3 - \$1,024,425.36."

This substitution replaces the previous incorrect total not to exceed sum of \$1,136,884.00.

3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day
and year first written above.

PINELLAS COUNTY, FLORIDA

Merry Celeste

CONTRACTOR:

JTG
Joseph T. Graw (Mar 27, 2023 11:08 CDT)

Authorized Signature

Joseph T. Graw

Printed Authorized Signature

President/CEO

Title Authorized Signature

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney







First Amendment_3_21_2023

Final Audit Report

2023-03-27

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