

THIRD AMENDMENT

This Amendment is made and entered into this _____ day of _____, 2024, 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 twenty-five (25) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, section 4 ("Services"), subsection D ("De-scoping of Services") permits the County to descope services upon written notification to the Contractor and amendment.

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a descope of Services, and a decrease in the contract value, at the same prices, terms, and conditions;

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

1. To correct a scrivener's error to the not-to-exceed amount in the Second Amendment. The not-to-exceed amount of \$3,177,952.56 is hereby revised to \$3,178,352.56.
2. Exhibit C, Payment – Price Sheet and Work Order is hereby revised to remove and descope the recurring products listed below from the Agreement:
 - a. Elite Site to Site Transfers (with an annual quantity of 19, at a per unit cost of \$500.00)
 - b. NFPA 1 2018 (with an annual quantity of 1, at a per unit cost of \$192.00)
 - c. NFPA 101 2018 (with an annual quantity of 1, at a per unit cost of \$192.00)

The removal of the products above will reduce the total contract value by \$9,884.00.

3. Section 6 ("Compensation and Method of Payment"), subsection B ("Spending Cap and Payment Structure") is hereby revised to reflect a decrease in the amount of \$9,884.00 for a new total not to exceed amount of \$3,158,584.56 payable in annual not to exceed amounts as follows:

Year 1 not to exceed: \$1,136,884.00

Year 2 not to exceed: \$985,759.20

Year 3 not to exceed: \$1,035,941.36

4. 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 Third Amendment as of the day and year first written above.

Pinellas County, a political subdivision of the
State of Florida:

Contractor:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date