

SECOND AMENDMENT

This Amendment is made and entered into this 18 day of December, 2023 ("Effective Date"), 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 ("Amendment") 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 for an increase to the total contract expenditure, at the same prices, terms, and conditions;

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

1. Section 6 ("Compensation and Method of Payment"), subsection B ("Spending Cap and Payment Structure), is revised to reflect an increase to the total contract value in the amount of \$41,400.00, for a new total not-to-exceed sum of \$3,177,952.56, payable in annual not-to-exceed amounts as follows:
  - Year 1 - \$1,136,884.00
  - Year 2 - \$995,643.20
  - Year 3 - \$1,045,825.36.
2. Exhibit 1 attached hereto is hereby incorporated and made part of the Agreement
3. Exhibit 2 attached hereto is hereby incorporated and made part of the Agreement
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 Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator



\_\_\_\_\_  
Barry A. Burton, County Administrator

CONTRACTOR:



\_\_\_\_\_  
Joseph T. Graw (Nov 20, 2023 09:59 CST)

Authorized Signature

**Joseph T. Graw**

\_\_\_\_\_  
Printed Authorized Signature

**CGO**

\_\_\_\_\_  
Title Authorized Signature

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney

## EXHIBIT 1 – PAYMENT – PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by County:  
250,000 Incidents annually

### Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
FirstWatch Distribution	ELT.002.010.006	\$20,000.00	1	\$20,000.00

**Total Recurring Fees: \$20,000.00**

**TOTAL YEAR 1: \$20,000.00**

### **Send Invoices To:**

Craig Hare  
chare@pinellascounty.org  
12490 Ulmerton Road, Suite 134  
Largo, FL 33774

### **Payment Terms:**

1. "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
2. The Recurring Fees for FirstWatch Distribution will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
3. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
4. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above subject to the total not exceed amount set forth in section 6. B of the Agreement.
5. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

## EXHIBIT 2 - DATA EXCHANGE AUTHORIZATION

Between the Parties to this Agreement with Client as "Data Controller"

**Whereas;** ImageTrend is a provider of data management services and a current Business Associate to the Data Controller and;

**Whereas;** the Parties entered into an Agreement on November 15, 2022, and

**Whereas;** the Parties desire to add additional services for Computer-Aided Dispatch (CAD) Services; and

**Whereas;** the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller's System, in ImageTrend's capacity as a Business Associate; and

**Whereas;** this Data Exchange Authorization will be governed by the terms of the Agreement and will become effective upon the Effective Date of this Amendment, and continue through November 14, 2025.

**Data Exchange Purpose** The purpose of this Data Exchange Authorization is to exchange Data Controller's data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend ("the Identified Data Exchanges"). It is Data Controller's sole obligation to ensure the "Destination" column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller.

Description	Quote Description	Data Source	Data Destination
FirstWatch Distribution	One (1) NEMSIS 3.4.0 file per event is submitted to the FirstWatch web service based upon workflow defined during the implementation process. A client key needs to be provided to us by FirstWatch for the integration to be successful. A list of agencies to include in the integration should be included in the contract. No attachments will be included in this export. NOTE: Legacy Data Migration is not included, but is available for an additional cost.	ImageTrend at Lakeville, MN55044	FirstWatch

**Authorization.** Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above.

**Right to Revoke or Terminate.** Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend in accordance with section 8. C. of the Agreement.










# Pinellas County (FL) - FirstWatch Distribution

Final Audit Report

2023-11-20

Created:	2023-11-17
By:	Erica Majeski (emajeski@imagnetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9vJI2dDvH-Xw9wMgY6uhwjrPpP2W1pSm

## "Pinellas County (FL) - FirstWatch Distribution" History

-  Document created by Erica Majeski (emajeski@imagnetrend.com)  
2023-11-17 - 4:20:30 PM GMT- IP address: 73.164.16.183
-  Document emailed to jsachs@imagnetrend.com for signature  
2023-11-17 - 4:21:00 PM GMT
-  Email viewed by jsachs@imagnetrend.com  
2023-11-17 - 4:31:32 PM GMT- IP address: 104.47.70.126
-  Erica Majeski (emajeski@imagnetrend.com) added alternate signer jgraw@imagnetrend.com. The original signer jsachs@imagnetrend.com can still sign.  
2023-11-20 - 3:58:41 PM GMT- IP address: 73.164.16.183
-  Document emailed to jgraw@imagnetrend.com for signature  
2023-11-20 - 3:58:42 PM GMT
-  Email viewed by jgraw@imagnetrend.com  
2023-11-20 - 3:59:00 PM GMT- IP address: 104.47.58.126
-  Signer jgraw@imagnetrend.com entered name at signing as Joseph T. Graw  
2023-11-20 - 3:59:18 PM GMT- IP address: 209.94.244.102
-  Document e-signed by Joseph T. Graw (jgraw@imagnetrend.com)  
Signature Date: 2023-11-20 - 3:59:21 PM GMT - Time Source: server- IP address: 209.94.244.102
-  Agreement completed.  
2023-11-20 - 3:59:21 PM GMT