

FOURTH AMENDMENT

This Amendment made and entered into this 17 day of August, 2023 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Carousel Industries of North America, Inc., Exeter, RI hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on January 12, 2021, pursuant to Pinellas County Contract No.156-0302-M (hereinafter "Agreement") pursuant to which the Contractor agreed to provide maintenance and repair services of 9-1-1 equipment for County; and

WHEREAS, Section 21 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 implementation, configuration, and support of nine (9) new 911 call taker consoles, adding to the existing VESTA 9-1-1 solution, at the same prices, terms, and conditions;

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

1. Attachment H is hereby Incorporated into and made part of the Agreement. The attached proposal will implement, configure and provide support for nine (9) new 911 call taker consoles, adding to the existing VESTA 9-11 solution at a total cost of \$181,489.35.
2. Section 5, Compensation and Method of payment, subsection B, is revised to reflect an increase in the amount of \$181,489.35, for a new not to exceed expenditure of \$4,742,957.53.
3. In the event of conflict or inconsistency between the terms and conditions set forth in Attachment H and the terms and conditions set forth in the Agreement, the terms and conditions of the Agreement will govern and control.
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 Fourth Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA



Authorized Signature

CONTRACTOR:

DocuSigned by:



Authorized Signature

David Lindquist

Printed Authorized Signature

SVP of Sales

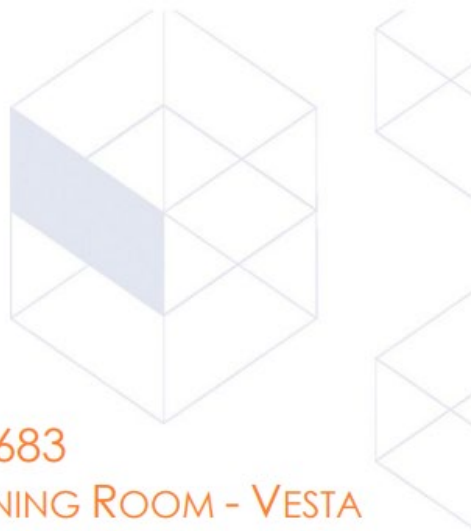
Title Authorized Signature

APPROVED AS TO FORM

By: 

Office of the County Attorney

Attachment H



OP-34683
636460 - HOST A TRAINING ROOM - VESTA
POSITIONS

MARCH 16, 2023

LAURA PRINGLE, ACCOUNT EXECUTIVE
813-864-8888
LPRINGLE@NWNCAROUSEL.COM



Table of Contents

STATEMENT OF CONFIDENTIALITY2

EXECUTIVE OVERVIEW3

SCOPE OF WORK4

1.1. LOCATIONS4

1.2. SITE SURVEY AND CALL FLOW MEETING4

INCORPORATED BY REFERENCE7

FINANCIALS8

SCOPE ASSUMPTIONS9

TERMS AND CONDITIONS9



Executive Overview

The Pinellas County, FL operates as a Geo-Diverse VESTA 9-1-1 solution. This *Scope of Work* ('SOW') document describes the services and deliverables that will be performed by *Carousel Industries* in collaboration with *Motorola Solutions*, the system manufacturer. These installation and support services will provide Pinellas County, FL (Customer) with the implementation, configuration, and support of nine (9) new 911 call taker consoles, adding to the existing VESTA 9-1-1 solution, for their training room. The result of this project for Pinellas County, FL will be 9 new fully functional VESTA NG 9-1-1 call-taking positions running on all new hardware and the latest VESTA release.

Scope of Work

1.1. Locations

The solution, services and deliverables within this agreement will be delivered to the locations listed below:

Pinellas County	10750 Ulmerton Road, Bldg 1 Ste 343, Largo, FL 33778-1703

1.2. Site Survey and Call Flow Meeting

Carousel's project team will perform site surveys at the location to review, space, power, and overall site environments in preparation for the equipment delivery and installation. All issues and concerns will be documented and presented to Pinellas County, FL as **"Site Survey Assessment"** for any required attention or resolution. Pinellas County, FL agrees that any urgent items discovered in the Site Survey Assessment will be addressed by Pinellas County, FL within 3 weeks from delivery of the Site Survey Assessment to ensure the project can stay on track. Any delay in addressing those items may result in delays and the customer understands that those delays will impact project timeline.

The project team will lead a Call-Flow meeting with Pinellas County, FL and their key personal to discuss, define, and document the various 9-1-1 call flow patterns. Items to be discussed include:

- Review inventory of all lines and trunks including circuit numbers and descriptive labels
- ACD queues, priorities, and queue overflows
- Call-taker roles / skills
- Dial Plans – i.e. dialing procedures/preferences, etc.

Pinellas County, FL and Carousel agree that the output of the call-flow meeting will result in a Pinellas County, FL-approved documented 9-1-1 call flow plan which will be added as **"Call Flow Plan"** to the SOW. It is further agreed that the Call Flow Plan will be used to program the system by Motorola Solutions and Carousel personnel. Any changes to the approved Call Flow Plan will need to follow a Change Control Process and Pinellas County, FL agrees they may incur additional charges and/or delays in the project.

Carousel personnel will be on-site to receive and inventory the system components (to be completed by dedicated onsite tech as time allows and before the installation technician arrives). Installation will commence upon completion of the inventory.

Pinellas County, FL

- Workstations to include:
- Nine (9) new VESTA 9-1-1 call-taker positions with IRR. Each position includes:
- One (1) HP Elite Mini 800 G6 workstation, Windows 10, PC mounting bracket, keyboard, and mouse

- One (1) Sound Arbitration Module (SAM) with Jackbox, handset and external speaker unit with 15' extension cables
- One (1) 24-button Genovation keypad with 25' cable
- One (1) VESTA CDR Upgrade License
- One (1) VESTA Activity View License
- One (1) VESTA Analytics License
- One (1) VESTA HUD Viewer License
- One (1) VESTA Advanced Enhanced Operation License
- One (1) VESTA 9-1-1 IRR License
- Monitor and Response, Antivirus and Microsoft Windows Patch Management for the new workstations
- Nine (9) HP Elite Mini 800 G6 5YR Extended Warranty, 9x5 NBD response

Additional Installation Tasks

- Carousel will cable control equipment to the telco network interface as required.
- Cross-connect network lines and trunks to system.
- The CAT5/CAT6 cabling will be provided by Pinellas County, FL to each of the nine (9) VESTA position locations. These cabling runs are terminated on modular jacks at the workstations and patch panels in the backroom located in, or immediately next to, the VESTA rack.[DT1] [PS2]
- Power-up and program workstations for line appearances, transfer keys, screen layout, etc.
- Install miscellaneous handoffs for integration with external systems at each location (requires coordination with 3rd party vendors)
- CAD handoff
- Audio handoff to radio system for headset integration
- Audio handoff from radio system to VESTA for Radio Instant Recall Recorder (IRR)
- Recorder handoff
- Timeclock – existing as part of Pinellas County system. Handoff via Ethernet
- Netclock Time source is existing provided by the Pinellas County system. Handoff via direct Ethernet connection from the timeclock.
- Turn-up and test overall system operability
- Provide onsite cutover support at go live
- Enable system for Remote Monitoring & Response and ensure remote access is functioning.
- Ensure A/V is installed by Motorola NSOC.
- Provide cutover day coverage and 2nd day support

For a complete list of all system components refer to Final System Itemization.

Customer Responsibilities

The client team will participate in this engagement as follows.

- Designation of a single point of contact for the *Carousel Industries* Project Manager to work with on the project
- Attendance on all status calls regarding the project
- Attendance by current Telecommunications provider on the Customer Kickoff Call (i.e. local technician)
- Provide access to site and equipment, as required by the Carousel Project Manager
- If cable is being re-used, current certification must be provided. If certification is not available, additional charges for cabling may apply for troubleshooting as part of Change Control Process.
- Floor Plan for server room layout must be provided. This must include power, rack, and demark location. Demark location for trunks and serial connection for modem must be within 8' from racked equipment.
- Provide environmental conditions that meet or exceed manufacturer specified.
- Actively participate in the execution of the test plan and meet all project deliverables on time to keep project on-track
- Provide required information for *Carousel Industries* engineers to perform the installation
- Assume responsibility for removal and disposal of any disconnected equipment and telephones unless removal or trade-in is specifically negotiated as part of the contract. Removed gear remains the property of the customer.
- Assume responsibility for any network provisioning and coordination of circuit in-service/testing date/time and procedures
- Provide tested building ground per NENA recommendation
- It is to be noted that if new network facilities are installed, any delay of network services or site readiness that effects required labor hours may result in a change order for additional technician hours.
- Coordination of 3rd party vendors for status calls and onsite meetings/work as required by the Carousel Industries Project Manager.
- All equipment provided to Carousel Industries by Pinellas County, FL will be in good working order, available, accessible, and operating within manufacturer specifications.
- Adequate power/UPS/generator, work area, environmental controls, wiring and other facilities will be provided by provided by Pinellas County, FL as required.
- Access to all required facilities and staff will be provided upon arrival at the site, subject to reasonable applicable security procedures.
- Provide stamped engineering plans, blueprints, and electrical single line drawings of existing / new site, as available.
- Provide access to the Customer's preferred contractors and consultants (e.g., Electricians, plumbers, mechanical, engineering, architects, carpenters, riggers, movers, and other parties), as required by the Carousel Project Manager to ensure adherence to project timeline.
- Full disclosure and contact information of all project stakeholders, their roles and contribution including contractors, consultants, manufactures, vendor, and suppliers, as required.
- Provide Carousel technicians with internet access, while on-site in the event firmware downloads and updates are required as well as communication with the Carousel team.
- Provide suitable UPS battery backup power to support the system (backroom equipment and call-taker positions)
- Provide existing 9-1-1 system configuration detail

THIS PAGE INTENTIONALLY LEFT BLANK

Financials

#	PART	DESCRIPTION	QTY	LIST PRICE	UNIT PRICE**	EXT. TOTAL
1.	873090-11102	R4 LIC EIM RFAI MODULE	9	\$0.00	\$0.00	\$0.00
2.	873099-01102	R4 CDR PER SEAT LIC	9	\$119.27	\$119.27	\$1,073.43
3.	873099-00802	R4 ACT VIEW LIC PER ST	9	\$993.97	\$993.97	\$8,945.73
4.	870809-00701	VHUD VIEWER PER SEAT LIC	9	\$463.85	\$463.85	\$4,174.65
5.	873099-00502	R4 IRR LIC/DOC/MED	9	\$1,318.67	\$1,318.67	\$11,868.03
6.	04000-13362	CBL DP M/M 15FT BLK	9	\$13.25	\$13.25	\$119.25
7.	850830-03201	BASIC SAM HDWR KIT	9	\$1,393.98	\$1,393.98	\$12,545.82
8.	833401-00402G-15	CBL INTFC B JKBX NPTT 15FT	18	\$45.78	\$45.78	\$824.04
9.	853004-00401	SAM EXT SPKR KIT	9	\$202.40	\$202.40	\$1,821.60
10.	65000-00124	CBL PATCH 15FT	9	\$16.86	\$16.86	\$151.74
11.	809800-35109	R4 IWS CFG	9	\$240.96	\$240.96	\$2,168.64
12.	PS-0AD-VSML	VADV MLTP PER SEAT LIC	9	\$8,283.13	\$8,283.13	\$74,548.17
13.	PA-MSG-ASSL	AURORA STD PER SEAT LIC	9	\$861.44	\$861.44	\$7,752.96
					Total:	\$125,994.06

Recurring						
#	PART	DESCRIPTION	QTY	LIST PRICE	UNIT PRICE**	EXT. TOTAL
14.	809800-35110	V911- IRR - SW SPT 1YR	9	\$249.24	\$249.24	\$2,243.16
15.	SS-0AD-VSSL-1Y	SPT VADV 1YR	9	\$1,753.40	\$1,753.40	\$15,780.60
16.	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	9	\$163.02	\$163.02	\$1,467.18
17.	809800-16377	M&R PM AV WKST SRVC 1YR	9	\$715.75	\$715.75	\$6,441.75
					Total:	\$25,932.69

One-Time						
#	PART	DESCRIPTION	QTY	LIST PRICE	UNIT PRICE**	EXT. TOTAL
18.	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	9	\$1,385.06	\$1,385.06	\$12,465.54
19.	64007-50022	KEYPAD 24KEY USB 25FT CBL	9	\$209.15	\$209.15	\$1,882.35
20.	02800-20501	HANDST 4W MOD ELEC MIC BLK	9	\$44.57	\$44.57	\$401.13
21.	03044-20000	HDST CORD-12FT 4W MOD BLK	9	\$3.61	\$3.61	\$32.49
22.	870890-07501	CPR/SYSPREP IMAGING	1	\$57.83	\$57.83	\$57.83
23.	04000-00448	WINDOWS 10 LTSC LIC 21H2	9	\$136.87	\$136.87	\$1,231.83
24.	870891-66402	M&R WKST AGENT LICENSE	9	\$207.15	\$207.15	\$1,864.35
25.	04000-01594	WARR NBD ELITEDSK 5YR	9	\$165.43	\$165.43	\$1,488.87
26.	UC-PRO-CUST	NWN Custom Professional Services	1	\$10,138.21	\$10,138.21	\$10,138.21
					Total:	\$29,562.60

****The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.**

Quote Sub-Total: \$181,489.35

Scope Assumptions

- Customer is responsible for providing access to all systems requested by NWN for completion of the project.
- Customer is responsible for providing all hardware, software, maintenance and other resources required for the successful completion of the project.
- Customer will provide a primary point of contact for the NWN Project Coordinator.
- Customer will be responsible to have complete backups of any data prior to commencement of our services. NWN assumes no responsibility for lost data.
- NWN will provide knowledge transfer to Customer staff throughout the engagement. Knowledge transfer is not intended to replace formal technical training and certification.
- Customer must have ACTIVE manufacturer support contracts on any existing equipment that NWN will be performing work on during this work effort.

Attachment I (Fourth Amendment)

Insurance Requirements

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. INSURANCE

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General

Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County.
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease Policy	\$ 500,000
Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) Commercial General Liability Insurance including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate Personal	\$ 2,000,000
Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

3) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

4) Professional Liability (Technology Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5) Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials.