

CS-19-283

CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.
CM2706-A1**

CONTRACTOR INFORMATION

Name: ImageTrend
Address: 20855 Kensington Blvd. Lakeville MN 55044
City State Zip
Contractor's Administrator Name: Jenny Shea/Kevin Fink Title: Contract Specialist/Acct Executive
Tel#: (888) 469-7789 Fax: (952) 985-5671 Email: jshea@imagetrend.com/kfink@imagetrend.com

CONTRACT INFORMATION

Contract Name: ImageTrend Billing Software Contract Value: \$17,150.00(First year)

Brief Description: Amendment No. 1/Replacement of Payment Terms, Page 20 of Original Agreement. Web-Based EMS data collection, reporting and billing software for the Billing Dept. Recurring fees will escalate in price annually by 3% beginning year 2 and due for year 3 and so on thereafter.

Contract Dates : From: 7/26/2019 to: Auto Rnwl Status: New Renew X Amend# WA/Task Order

How Procured: XX Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: CM2706 Increase Amount of Existing Contract: No Change
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT: No Change

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 4/9/20
Department Head Signature (OMB/Billing) Date
2. [Signature] 6/1/20
Contract Management Date
3. [Signature] 4/9/20
Office of Management & Budget Date
4. [Signature] 6/1/20
County Attorney (approved as to form only) Date

Billing Department
Submitting Department
01262526-549000
Funding Source/Acct #

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 6/1/20
Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	00000425.0	Amendment Contract Number	00001606.0

This Agreement (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, Inc., a Minnesota corporation (hereinafter "ImageTrend")

AND: Nassau County Fire Rescue (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Nassau County Fire Rescue and ImageTrend, Inc.:

- The Payment Terms of the Price Sheet and Work Order Attachment shall be replaced in its entirety with the following:
 - "One Time Fees" are due once, as specified by the Milestone terms.
 - "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms.
 - The Recurring Fees will escalate in price annually by 3% beginning Year 2 of the fee and each year thereafter. Escalated prices for Year 2 will be due with the fees for Year 3:
 - Total Year 1: \$17,150.00
 - Total Year 2: \$11,250.00
 - Total Year 3: \$11,935.13
 - 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.
 - ImageTrend may charge to Client a late fee of 1.5% per 45 days per Florida Prompt Payment Act (Florida Stat. 218.70), or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
 - 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.
 - ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

- 2. This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.
- 3. Out of Scope customization is \$175.00/hour and performed only under mutually agreed upon Statement of Work.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client	<u>Nassau County Board of County Comm.</u>	ImageTrend
Signature:		Signature: 
Print Name:	<u>Michael Mullen</u>	Print Name: <u>Joseph T Grew</u>
Title:	<u>County Manager</u>	Title: <u>President/COO</u>
Date:	<u>6/10/2020</u>	Date: <u>5/29/2020</u>