

AMENDMENT NO. 1
LINKING AGREEMENT
(ImageTrend, Contract No. C23-0416)

This Amendment No. 1 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and ImageTrend, a Minnesota corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and ImageTrend (“Contractor”) previously entered into Linking Agreement, Contract No. C23-0416, dated April 25, 2023 (“Agreement”); and
- B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on June 30, 2025.
- 3. **Scope of Work.** The Scope of Work shall be amended to add additional software. Azure Single Sign On and Premium Direct Messaging Hospital Delivery, see attached quotes in Exhibit A.
- 4. **Compensation.** The total amount of compensation paid to Contractor for full completion of all work required by the Project with additional software required will not exceed \$225,000.00 annually or \$1,660,000.00 for the entire term of the Agreement.
- 5. **Insurance Certificate.** Current certificate will expire on June 15, 2024 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
- 6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

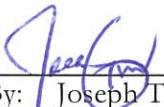
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

ImageTrend,
a Minnesota Corporation, authorized to
do business in Arizona



By: Joseph T. Graw

Its: President and CEO

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
40,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	\$200.00	9	\$1,800.00
Microsoft Azure Active Directory SSO Setup	ELT.003.002.031	\$2,800.00	1	\$2,800.00

Total One-Time Fees: \$4,600.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Premium Direct Messaging - EMS Agency	ELT.002.010.024	\$7,300.00	1	\$7,300.00
Microsoft Azure Active Directory SSO	ELT.001.002.076	\$8,800.00	1	\$8,800.00

Total Recurring Fees: \$16,100.00

TOTAL YEAR 1: \$20,700.00

TOTAL YEAR 2: \$17,227.00

TOTAL YEAR 3: \$18,432.89

TOTAL YEAR 4: 19,723.19

TOTAL YEAR 5: \$21,103.82

TOTAL YEAR 6: \$22,581.08

TOTAL YEAR 7: \$24,161.76

Send Invoices To:

Ken Barnes
kbarnes@glendaleaz.com
5800 W. Glenn Drive, Suite 350
Glendale, AZ 85301

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee. The Recurring Fees 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. ImageTrend may charge to Client a late fee of 1.5% per month, 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.
5. 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.
6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.



Azure Single Sign On

Prepared For

Glendale Fire Department (AZ)
Ken Barnes
5800 W. Glenn Drive Suite 350
Glendale, Arizona 85301

Prepared By

Mike Tamasi
Jun 05, 2023

Prepared For

Ken Barnes
 Glendale Fire Department (AZ)
 5800 W. Glenn Drive Suite 350
 Glendale, Arizona 85301
 623-930-4406
 KBarnes@GLENDALEAZ.com

Bill To

Ken Barnes
 Glendale Fire Department (AZ)
 5800 W. Glenn Drive Suite 350
 Glendale, Arizona 85301
 623-930-4406
 KBarnes@GLENDALEAZ.com

Salesperson	Quote Number	Date
Mike Tamasi, Senior Account Executive, 952-469-6472	QUO-16397-H8V3X	Jun 05, 2023

Description	Qty	Frequency	Unit Price	Total
One-Time Fees				
Microsoft Azure Active Directory SSO Setup	1	One Time	\$2,800.00	\$2,800.00
Recurring Fees				
Microsoft Azure Active Directory SSO	1	Recurring	\$8,800.00	\$8,800.00
TOTAL Year 1				\$11,600.00
*Annual Fees after Year 1				\$8,800.00

Prepared By: Mike Tamasi

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- *IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 7% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend’s standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend’s advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

Microsoft Azure Active Directory SSO

Single Sign-On (SSO) is an add-on for Elite that allows you to integrate with Azure Active Directory for single sign-on (SSO) functionality. This means that your system can be set up to link a user's account with their corporate account, allowing them to log in to Elite with their employer-managed Microsoft username and password. Please reference the FAQ in the University for more details on requirements and functionality.



Hospital Delivery

Prepared For

Glendale Fire Department (AZ)
Ken Barnes
5800 W. Glenn Drive Suite 350
Glendale, Arizona 85301

Prepared By

Mike Tamasi
Jun 16, 2023

Prepared For

Ken Barnes
 Glendale Fire Department (AZ)
 5800 W. Glenn Drive Suite 350
 Glendale, Arizona 85301
 623-930-4406
 KBarnes@GLENDALEAZ.com

Bill To

Ken Barnes
 Glendale Fire Department (AZ)
 5800 W. Glenn Drive Suite 350
 Glendale, Arizona 85301
 623-930-4406
 KBarnes@GLENDALEAZ.com

Salesperson	Quote Number	Date
Mike Tamasi, Senior Account Executive, 952-469-6472	QUO-16489-G1W0K	Jun 16, 2023

Description	Qty	Frequency	Unit Price	Total
One-Time Fees				
Direct Messaging Connection Fee - Per Agency Connection	9	One Time	\$200.00	\$1,800.00
Recurring Fees				
Premium Direct Messaging - EMS Agency	1	Recurring	\$7,300.00	\$7,300.00
TOTAL Year 1				\$9,100.00
*Annual Fees after Year 1				\$7,300.00

Prepared By: Mike Tamasi

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PRODUCT DESCRIPTIONS

Premium Direct Messaging - EMS Agency

Looking up patients through repeat patients interface in Elite, using a Carequality treatment query to hospitals (where available) based on the zip code of the patients home address. If patient medical record found, imports past medical history, allergies, and current medications into ePCR. Currently not available for use with CH. Includes all functionality in the Standard Subscription. Estimated Date of Availability Q2 2020 | Standard Subscription Features: Allows for the sending of ePCR reports via Direct messaging or faxing to hospitals. This offering transmits data based on the initial triggering status and the final triggering status.