

RESOLUTION NO. 2025-2457

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND ACCEPTING THE TERMS OF A RELEASE OF LIABILITY AGREEMENT WITH IMAGETREND, LLC.

WHEREAS, Goodyear and ImageTrend, Inc. entered into a Professional Services Agreement, Contract # 18-4105-A9, Billing Bridge Fire & Recovery Management System and related amendments (the "Professional Services Agreement") for the provision of revenue cycle management services; and

WHEREAS, the Professional Services Agreement required ImageTrend, Inc. to prepare claims for submission in a timely manner; and

WHEREAS, Goodyear provided a notice to cure to ImageTrend on or about April 17, 2024, and the parties subsequently met to review data and discuss the matter; and

WHEREAS, Goodyear sent a demand for payment dated December 19, 2024, requesting \$200,000 in compensation; and

WHEREAS, in consideration of the Release of Liability, as set forth and attached hereto as Exhibit "A," ImageTrend agrees to pay to the City of Goodyear \$168,000 in settlement of Goodyear's claim of breach of the Professional Services Agreement; and

WHEREAS, the Parties wish to resolve this matter and retain their existing relationship.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. APPROVAL AND ACCEPTANCE

The Mayor and City Council of the City of Goodyear hereby approve and accept the terms of the "Release of Liability" agreement with ImageTrend, LLC, which is a successor in interest to ImageTrend, Inc." a copy of which is attached hereto as Exhibit "A," and accept the payment of \$168,000 in settlement of Goodyear's claim of breach of the Professional Services Agreement.

SECTION 2. AUTHORIZATION AND EXECUTION

The City Manager is authorized to sign and execute the "Release of Liability" Agreement attached hereto as Exhibit "A" and to take all actions as may be necessary to carry out the intent of this Resolution and the terms of the Release of Liability Agreement.

SECTION 3. EFFECTIVE DATE

This Resolution shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 7th day of April, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

RELEASE OF LIABILITY AGREEMENT

(On the following page)

Release of Liability

This Release of Liability (the “Release”) is entered into between City of Goodyear (“Goodyear”) and ImageTrend, LLC (“ImageTrend”) which is successor in interest to ImageTrend, Inc. (Each of Goodyear and ImageTrend is a Party, and together, the Parties.)

WHEREAS, Goodyear and ImageTrend, Inc. entered into a Professional Services Agreement, Contract # 18-4105-A9, Billing Bridge Fire & Recovery Management System and related amendments (the “Professional Services Agreement”) for the provision of revenue cycle management services; and

WHEREAS, the Professional Services Agreement required ImageTrend, Inc. to prepare claims for submission in a timely manner; and

WHEREAS, Goodyear provided a notice to cure to ImageTrend on or about April 17, 2024, and the parties subsequently met to review data and discuss the matter; and

WHEREAS, Goodyear sent a demand for payment dated December 19, 2024, requesting \$200,000 in compensation; and

WHEREAS, the Parties wish to resolve this matter and retain their existing relationship; and

NOW THEREFORE, the Parties agree as follows:

1. Goodyear releases ImageTrend, its affiliates, officers, directors, employees, agents and assigns from any and all claims, demands, causes of action or other liability relating to any claims which may arise out of or be related to the Professional Services Agreement.
2. This Release shall not be interpreted as an admission of liability or breach, nor shall it be used in any other matter for evidence of the same.
3. In consideration of the release set forth herein, ImageTrend agrees to pay to Goodyear \$168,000.00 in settlement of Goodyear’s claim of breach of the Professional Services Agreement.
4. The Parties agree to keep the terms of this Agreement confidential, except as require by law.
5. This Release is governed by and construed in accordance with the laws of the State of Minnesota.
6. This Release constitutes the entire understanding between the Parties with respect to the subject matter hereof.

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

City of Goodyear

ImageTrend, LLC

Signature:

Signature:

Print Name: Wynette Reed

Print Name:

Title: City Manager

Title:

Date:

Date:

Approved as to Form:

Signature:

Print Name: Roric Massey

Title: City Attorney

Date:

Attest:

Signature:

Print Name: Jasmine Pernicano

Title: City Clerk

Date:
