



City Council Memorandum

To: Mayor Fasbender & City Council Members
From: John Townsend, Fire Chief
Date: September 7, 2023
Item: Approve Services Agreement Amendment with ImageTrend, LLC

Council Action Requested: Approve services agreement amendment with ImageTrend, LLC

Background Information: The 2023 budget includes upgrading our records management system. This agreement includes fire investigations, direct messaging modules, as well as training, for improvement of both the users and system.

Financial Impact: 2023 budgeted item, records management upgrade, no impact to budget

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Attachments: Software or services agreement amendment

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	256809	Amendment Contract Number	00007546.0

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, LLC**, Minnesota corporation (hereinafter "ImageTrend")

AND: **City of Hastings Fire** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between City of Hastings Fire and ImageTrend, LLC.

1. The purpose of this Amendment is for Client to modify the Original Contract and Client's existing product orders and/or add new product items as outlined below in the Price Sheet attachment.
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 \$225.00/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.

<u>City of Hastings</u>	<u>ImageTrend</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICE SHEET AND WORK ORDER ATTACHMENT

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

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Webinar Training 2hr Session	ELT.006.003.009	\$450.00	2	\$900.00
Onsite Training Session - Lakeville - 4 Hours	ELT.006.003.021	\$700.00	1	\$700.00
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	\$200.00	20	\$4,000.00

Total One-Time Fees: \$5,600.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Connect Conference Registration (per Attendee)	ELT.007.004.001	\$645.00	2	\$1,290.00
Investigations	ELT.001.002.018	\$1,250.00	1	\$1,250.00
Standard Direct Messaging - EMS Agency	ELT.002.010.023	\$720.00	1	\$720.00

Total Recurring Fees: \$3,260.00

TOTAL YEAR 1: \$8,860.00

Send Invoices To:

John Townsend
 jtownsend@hastingsmn.gov
 115 W. 5th Street
 Hastings, MN 55033

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
3. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
4. 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.
5. 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.

6. 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.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.