

**MODIFICATION NUMBER ONE OF
MASTER SOFTWARE AND SERVICES AGREEMENT BETWEEN
COUNTY OF SONOMA AND
IMAGETREND, INC.**

On March 25, 2021, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and ImageTrend, Inc. (hereinafter "ImageTrend") entered into a Master Software and Services Agreement (hereinafter "Agreement").

Pursuant to the Section 12 (Amendments) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A (Price Sheet and Work Order) is hereby deleted and replaced in its entirety with the attached Exhibit A (Price Sheet and Work Order).
2. Section 2 (Term of Agreement) is hereby revised to read as follows:

Section 2. Term of Agreement

The Term of this Agreement shall be May 5, 2020 through July 14, 2026.

3. Section 5 (Fees, Invoicing, and Payment Terms) Maximum Payment Obligation provision is hereby revised to read as follows:

Section 5 (Fees, Invoicing, and Payment Terms) Maximum Payment Obligation

In no event shall County be obligated to pay ImageTrend more than the total sum of \$442,268 under the terms and conditions of this Agreement.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2022.

CONTRACTOR:

Joseph T. Graw, President
ImageTrend, Inc.

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Director or Designee
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Exhibit A. Price Sheet and Work Order

The prices below are based on the following SaaS transaction volumes, as provided by Client: 39,000 Incidents annually.

Item Name	Description	Comments	Qty	5/5/2020 - 7/14/2021 Amount (\$)	7/15/2021 – 7/14/2022 Amount (\$)	7/15/2022 - 7/14/2023 Amount (\$)	7/15/2023 – 7/14/2024 Amount (\$)	7/15/2024 – 7/14/2025 Amount (\$)	7/15/2025 – 7/14/2026 Amount (\$)
Resource Bridge Support	Annual Fee	Inventory Annual Support	1	1,800.81	1,854.83	1,910.47	1,967.79	2,026.82	2,087.63
Resource Bridge Hosting	Annual Fee	Inventory Annual Hosting	1	562.75	579.63	597.02	614.93	633.38	652.38
Resource Bridge Support	Annual Fee	Document Hub Annual Support	1	1,800.81	1,854.83	1,910.47	1,967.79	2,026.82	2,087.63
Resource Bridge Hosting	Annual Fee	Document Hub Annual Hosting	1	562.75	579.63	597.02	614.93	633.38	652.38
Resource Bridge Support	Annual Fee	Command Center Annual Support	1	1,800.81	1,854.83	1,910.47	1,967.79	2,026.82	2,087.63
Resource Bridge Hosting	Annual Fee	Command Center Annual Hosting	1	562.75	579.63	597.02	614.93	633.38	652.38
Resource Bridge Hosting	Annual Fee	Annual Fee	1	6,119.27	6,302.85	6,491.94	6,686.69	6,887.29	7,093.91
Resource Bridge Support	Annual Fee	Annual Fee	1	5,245.09	5,402.44	5,564.51	5,731.45	5,903.39	6,080.49
Elite EMS CAD Integration Support	Annual Fee	Annual Fee	1	3,824.54	3,939.28	4,057.46	4,179.18	4,304.56	4,433.69
Elite EMS Hosting	Annual Fee	Annual Fee	1	7,649.09	7,878.56	8,114.92	8,358.36	8,609.12	8,867.39
Elite EMS Support	Annual Fee	Annual Fee	1	9,616.00	9,904.48	10,201.61	10,507.66	10,822.89	11,147.58
Elite EMS FirstWatch Support	Annual Fee	Annual Fee	1	2,185.45	2,251.01	2,318.54	2,388.10	2,459.74	2,533.53
Elite Rescue Support	Annual Fee	Annual Fee	1	1,748.36	1,800.81	1,854.83	1,910.48	1,967.79	2,026.83
EDS Licensure SaaS	Annual Fee	Annual Fee	1	10,927.27	11,255.09	11,592.74	11,940.52	12,298.74	12,667.70
Elite Rescue Hosting	Annual Fee	Annual Fee	1	1,092.73	1,125.51	1,159.28	1,194.05	1,229.88	1,266.77
Elite Account Advisement Services 1	Annual Fee	Annual Fee	1	12,875.00	13,261.25	13,659.09	14,068.86	14,490.93	14,925.65
Total:				68,373.48	70,424.66	72,537.39	74,713.51	76,954.93	79,263.57
Contract Total:				442,267.54					

Send Invoices To:

James Salvante
james.salvante@sonoma-county.org
Department of Health Services
County of Sonoma
195 Concourse Blvd Suite B
Santa Rosa, California 95403

Payment Terms

“Recurring Fees” are annual fees which recur each year. They are due annually in July beginning July 15, 2020. The Recurring Fees will escalate in price annually by 3% beginning on July 15, 2021 and each year thereafter.

- 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 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.
- 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. In the event that the anticipated or actual transaction volume is significantly reduced (10% or more), County may request renegotiation of the fees for services provided under the terms of this Agreement upon written request. The parties shall renegotiate in good faith.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.