User Department: Fire Rescue	From: Purchasing & Contracting
Sole Source	Title Records Management System Annual Maintenance and software support (sole source multiyear)
Effective Date: March 28, 2023	Exp Date: Dec 31, 2027

Contract APPROVED Amount: $524,161.53	Number of Renewals to Date: 0	
Contractor(s)	**Contract No.**	**Agrees to Extend**
Image Trend Inc	1327382	N/A

User Department Recommendation: Increase ■ | Decrease ☐ | Bid ☐

Funding for Term: $124,273.43 _____

(Unused funds do not roll over to the next term. Provide the amount of funding necessary for the renewal term.)

Funding: General ☐   Enterprise ☐   SPLOST ___   3 Digit Fund Code 270 Fire Fund

CIP Line Item No. (if applicable): _____

Justification:

To add Community Health and Data Mart modules software for usage. DataMart, will allow the team in Appraisal and Planning to connect the data collected and stored in all modules of ImageTrend to be accessible through SQL queries as well as through other BI tools that are already in use in the department that allow the department to readily access data from other systems like CAD and merge that data to teams in Operations as well as administrative groups like the FMO or Public Education.

The Community Health module is designed for MIH/CP teams to keep records and chart on their patients as they visit them and follow up. The program is designed more like a chart at a doctor's office or hospital due to the ongoing nature of the visits and care instead of the transactional encounters that our field crews have with patients across the county.

Cost as follows for life of contract:

FY24 $29,675.00, FY25 $29,425.00, FY26 $31,484.75, FY27 $33,688.68

_____   4·17·24
Department Director Signature   **Date**

For Use by Purchasing and Contracting:	Approve ☐	Deny ☐

Additional Comments:

Purchasing and Contracting Signature   Date 4/18/2024

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	00005283.0	Amendment Contract Number	00009034.0

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: **DeKalb County** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between DeKalb County 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.

<u>**IN WITNESS WHEREOF:**</u> the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	**ImageTrend**
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:
100,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Modules Setup & Implementation	ELT.003.002.037	$675.00	1	$675.00
Community Health™ Add-on Setup	ELT.003.002.011	$1,500.00	1	$1,500.00

Total One-Time Fees: $2,175.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Community Health™ Add-on	ELT.001.002.003	$7,500.00	1	$7,500.00
Data Mart™ Subscription	ELT.001.002.064	$20,000.00	1	$20,000.00

Total Recurring Fees: $27,500.00

TOTAL YEAR 1: $29,675.00

TOTAL YEAR 2: $29,425.00

TOTAL YEAR 3: $31,484.75

TOTAL YEAR 4 $33,688.68

Send Invoices To:

Chief Tom Burrell
tbburrell@dekalbcountyga.gov
1950 W. Exchange Place
Tucker, GA 30084

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.

DATA MART – CONTINUOUS FREQUENCY TERMS OF USE

1. **GRANT OF LICENSE TO ELITE DATA MART(S) CLIENT** is hereby granted a non-exclusive, non-sublicensable, non-transferrable (except as outlined below) use license for the ImageTrend Elite Data Mart(s) listed in Exhibit A below. CLIENT is further granted a limited right to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors to enable them to carry out their duties for CLIENT, and for no other purpose.

2. **CONFIDENTIALITY OF IMAGETREND ELITE DATA MART(S) DATABASE(S) AND OTHER DATABASES** The schema, data structure, and overall design of the ImageTrend Elite Data Mart(s) Database and other included databases, are hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of ImageTrend. While CLIENT owns all its own data, CLIENT shall not share with, describe to, detail to, or otherwise allow or aid a third party to reverse engineer the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) or any other ImageTrend Software or ImageTrend database with third parties. CLIENT agrees to take reasonable measures to maintain the secrecy of the schema, data structure, and overall design of the ImageTrend Elite Data Mart(s), or to protect the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) in the same manner that CLIENT protects its' own trade secrets, whichever is greater.

3. **CONFIDENTIALITY OF ELITE DATA DICTIONARY(S)** The included ImageTrend Elite Data Dictionary which describes the ImageTrend Elite Data Mart(s) is hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of IMAGETREND. CLIENT shall not reproduce for, distribute to, grant access to, publicly display to, nor allow the data dictionary to be used by: third parties, and/or any employee or contractor who does not require the Elite Data Dictionary(s) to carry out their duties to CLIENT. Upon expiry of the Elite Data Dictionary(s) license(s), CLIENT shall destroy or return all copies of the Elite Data Dictionary(s) in CLIENT's control.

4. **DELIVERY OF IMAGETREND ELITE DATA MART DATA CLIENT** has chosen to receive regular deliveries of Data Mart(s) data continuously via Microsoft SSIS or as otherwise negotiated between the parties. CLIENT should be advised that this Section 3 – Grant of License does not include the provisioning of a database instance or virtual private connection to directly run database queries against the ImageTrend Elite Data Mart(s), rather, this section grants a license to use the Elite Data Mart as well as contracts with IMAGETREND to provide regular delivery of that Data to CLIENT as a service. CLIENT must host and provision its own Microsoft SQL Server instance or other tool to manipulate the .BAK file.

5. **SUPPORT FOR IMAGETREND ELITE DATA MART(S) CLIENT** shall receive support for the ImageTrend Elite Data Mart(s) under this Agreement's Service Level Agreement. Further, CLIENT shall receive periodic updates to the ImageTrend Elite Data Mart(s) and Data Dictionary(s) along with other regular Software updates. The Section D is not binding or valid if the CLIENT has not contracted with IMAGETREND for Support services; Support services must be a line item in Exhibit A or in other binding contracts between the parties as a condition precedent to receive Support for the Elite Data Mart(s).