

RESOLUTION NO. RS2020-301

A resolution approving amendment one to a contract between The Metropolitan Government of Nashville and Davidson County and ImageTrend, Inc. to provide EMS and Fire Department data collection and reporting software.

WHEREAS, The Metropolitan Government of Nashville and Davidson County previously entered into a contract with ImageTrend, Inc., approved by RS2020-151; and,

WHEREAS, the parties wish to amend the compensation and pricing of this contract, a copy of which amendment one is attached hereto and incorporated herein as Exhibit 1; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be approved.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That amendment one to the contract between The Metropolitan Government of Nashville and Davidson County and ImageTrend, Inc., attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2: That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane  
Michelle Hernandez-Lane  
Purchasing Agent

APPROVED AS TO AVAILABILITY  
OF FUNDS:

[Signature]

Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Macy Amos  
Assistant Metropolitan Attorney

INTRODUCED BY:

[Signature]

[Signature]

[Signature]

Member(s) of Council

[Signature]

**Contract Amendment Abstract** A Matter #:A-41441**Contract Amendment Information**

Contract Title: EMS and Fire Department data collection and reporting software

Amendment Summary: Amend paragraph 1 of clause 3.2, Compensation to increase funding in the amount of \$25,000.00 for a total of \$625,000.00. Amendment replaces Exhibit A-Price Sheet and Work Order Attachment.

Contract Number: 456649 Amendment Number: 1 Solicitation Number: N/A

Type of Contract: IDIQ Contract **Requires Council Legislation: Yes**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Contract Start Date: 1/8/2020 Contract Expiration Date: 1/7/2025 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$600,00.00

Amendment Value: \$25,000.00 Fund: 502229

New Estimated Contract Life Value: \$625,000.00 BU: 38363600

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Jamie Hunter BAO Staff: Christopher Wood

Procuring Department: Fire Department(s) Served: Metrowide

**Contractor Information**

Contracting Firm: ImageTrend, Inc. ISN#: 7524

Address: 20855 Kensington Blvd City: Lakeville State: MN Zip: 55044

Contractor is (Check Applicable): SBE  SDV  MBE  WBE

Company Contact: Matt Rye Email Address: mrye@imagetrend.com

Phone #: 952-469-6178

**Contractor Signatory:** Joseph T. Graw **Email Address:** contracts@imagetrend.com

**Subcontractor Information**

*Small Business and Service Disabled Veteran Business Program:*

SBE/SDV Participation Amount: N/A Percent, if applicable: N/A

*Procurement Nondiscrimination Program:*

M/WBE Participation Amount: N/A Percent, if applicable: N/A

*Federal Disadvantaged Business Enterprise:*

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 456649  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND IMAGETREND, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and IMAGETREND, INC., located in Lakeville, MN.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated January 08, 2020, Metro Contract numbered 456646, hereinafter the "CONTRACT", the parties hereby agree:

This amendment effects the following changes to the contract.

1. This amendment replaces the language in paragraph 1 of clause 3.2 Compensation to read as follows.

"This Contract has an estimated value of \$625,000.00 (six hundred and twenty-five thousand dollars). The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is, accordingly, invoiced based on the following schedule:

- a. The following recurring Annual Fees will be billed annually on November 1st and paid in advance, as applicable:
  - 1) Elite Rescue Annual Support
  - 2) Elite Rescue Annual Hosting
  - 3) Visual Informatics (Fire Cube) Annual Support
  - 4) Telestaff Distribution Annual Support
  - 5) Test Site Annual Support
  - 6) Elite Field Annual Support
  - 7) Elite Mobile Fire Inspections Annual Support
  - 8) Visual Informatics (EMS Cube) Annual Support
  - 9) Hospital Hub Distribution
  - 10) Database Backup Support – Annually
- b. Other fees will be paid monthly as work is completed and approved by METRO"



## 2. Revised Exhibit A-Price Sheet and Work Order Attachment

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

Contract Number 456649

Amendment Number #1

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

William Swann WAB  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

Michelle R. Hernandez Lane JH  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbottle KM KA  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Macy Amos BL  
Metropolitan Attorney Insurance

\_\_\_\_\_  
Metropolitan Mayor COO

**ATTESTED:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR**

ImageTrend Inc.  
Company Name

Joseph T Graw  
Signature of Company's Contracting Officer

Joseph T Graw  
Officer's Name

President/COO  
Officer's Title

**EXHIBIT A  
PRICE SHEET AND WORK ORDER ATTACHMENT**

The prices below are based on the following SaaS transaction volumes, as provided by Client:  
120,000 Incidents annually

Recurring Fees Year 1

| Description                            | SKU             | Unit Price  | Qty | Extended Amount |
|--|-----------------|-------------|-----|-----------------|
| Elite™ Field Support                   | ELT.005.001.005 | \$9,030.38  | 1   | \$9,030.38      |
| Database Backup Support - Annually     | ELT.005.002.007 | \$3,487.98  | 1   | \$3,487.98      |
| Visual Informatics™ EMS Cube           | ELT.001.002.023 | \$0.00      | 1   | \$0.00          |
| CAD Distribution                       | ELT.002.007.001 | \$0.00      | 1   | \$0.00          |
| Other CAD Vendor                       | ELT.002.007.019 | \$0.00      | 1   | \$0.00          |
| TeleStaff Distribution                 | ELT.002.011.004 | \$2,257.60  | 1   | \$2,257.60      |
| Hospital Hub™ Distribution             | ELT.002.010.007 | \$9,876.98  | 1   | \$9,876.98      |
| Elite™ Rescue Hosting                  | ELT.004.001.006 | \$21,164.96 | 1   | \$21,164.96     |
| Elite™ Rescue Support                  | ELT.005.001.008 | \$22,857.96 | 1   | \$22,857.96     |
| Visual Informatics™                    | ELT.001.002.032 | \$3,386.39  | 2   | \$6,772.78      |
| Visual Informatics™ Fire Cube          | ELT.001.002.024 | \$0.00      | 1   | \$0.00          |
| Elite™ Mobile Fire Inspections Support | ELT.005.001.007 | \$10,159.18 | 1   | \$10,159.18     |
| Test Site Support                      | ELT.005.001.009 | \$3,600.00  | 1   | \$3,600.00      |
| ODMAP Distribution                     | ELT.002.012.003 | \$5,000.00  | 1   | \$5,000.00      |

**Total Year 1: \$94,207.82**

Recurring Fees Year 2

| Description                        | SKU             | Unit Price  | Qty | Extended Amount |
|------------------------------------|-----------------|-------------|-----|-----------------|
| Elite™ Field Support               | ELT.005.001.005 | \$9,301.29  | 1   | \$9,301.29      |
| Database Backup Support - Annually | ELT.005.002.007 | \$3,592.62  | 1   | \$3,592.62      |
| Visual Informatics™ EMS Cube       | ELT.001.002.023 | \$0.00      | 1   | \$0.00          |
| CAD Distribution                   | ELT.002.007.001 | \$0.00      | 1   | \$0.00          |
| Other CAD Vendor                   | ELT.002.007.019 | \$0.00      | 1   | \$0.00          |
| TeleStaff Distribution             | ELT.002.011.004 | \$2,325.33  | 1   | \$2,325.33      |
| Hospital Hub™ Distribution         | ELT.002.010.007 | \$10,173.29 | 1   | \$10,173.29     |
| Elite™ Rescue Hosting              | ELT.004.001.006 | \$21,799.91 | 1   | \$21,799.91     |
| Elite™ Rescue Support              | ELT.005.001.008 | \$23,543.70 | 1   | \$23,543.70     |
| Visual Informatics™                | ELT.001.002.032 | \$6,975.96  | 2   | \$6,975.96      |
| Visual Informatics™ Fire Cube      | ELT.001.002.024 | \$0.00      | 1   | \$0.00          |

|   |                 |             |   |             |
|---|-----------------|-------------|---|-------------|
| <b>Elite™ Mobile Fire Inspections Support</b> | ELT.005.001.007 | \$10,463.95 | 1 | \$10,463.95 |
| <b>Test Site Support</b>                      | ELT.005.001.009 | \$3,708.00  | 1 | \$3,708.00  |
| <b>ODMAP Distribution</b>                     | ELT.002.012.003 | \$5,150.00  | 1 | \$5,150.00  |

**Total Year 2: \$97,034.05**

Recurring Fees Year 3

| Description                                   | SKU             | Unit Price  | Qty | Extended Amount |
|---|-----------------|-------------|-----|-----------------|
| <b>Elite™ Field Support</b>                   | ELT.005.001.005 | \$9,580.33  | 1   | \$9,580.33      |
| <b>Database Backup Support - Annually</b>     | ELT.005.002.007 | \$3,700.40  | 1   | \$3,700.40      |
| <b>Visual Informatics™ EMS Cube</b>           | ELT.001.002.023 | \$0.00      | 1   | \$0.00          |
| <b>CAD Distribution</b>                       | ELT.002.007.001 | \$0.00      | 1   | \$0.00          |
| <b>Other CAD Vendor</b>                       | ELT.002.007.019 | \$0.00      | 1   | \$0.00          |
| <b>TeleStaff Distribution</b>                 | ELT.002.011.004 | \$2,395.09  | 1   | \$2,395.09      |
| <b>Hospital Hub™ Distribution</b>             | ELT.002.010.007 | \$10,478.49 | 1   | \$10,478.49     |
| <b>Elite™ Rescue Hosting</b>                  | ELT.004.001.006 | \$22,453.91 | 1   | \$22,453.91     |
| <b>Elite™ Rescue Support</b>                  | ELT.005.001.008 | \$24,250.01 | 1   | \$24,250.01     |
| <b>Visual Informatics™</b>                    | ELT.001.002.032 | \$7,185.24  | 2   | \$7,185.24      |
| <b>Visual Informatics™ Fire Cube</b>          | ELT.001.002.024 | \$0.00      | 1   | \$0.00          |
| <b>Elite™ Mobile Fire Inspections Support</b> | ELT.005.001.007 | \$10,777.87 | 1   | \$10,777.87     |
| <b>Test Site Support</b>                      | ELT.005.001.009 | \$3,819.24  | 1   | \$3,819.24      |
| <b>ODMAP Distribution</b>                     | ELT.002.012.003 | \$5,304.50  | 1   | \$5,304.50      |

**Total Year 3: \$99,945.08**

Recurring Fees Year 4

| Description                               | SKU             | Unit Price  | Qty | Extended Amount |
|---|-----------------|-------------|-----|-----------------|
| <b>Elite™ Field Support</b>               | ELT.005.001.005 | \$9,867.74  | 1   | \$9,867.74      |
| <b>Database Backup Support - Annually</b> | ELT.005.002.007 | \$3,811.41  | 1   | \$3,811.41      |
| <b>Visual Informatics™ EMS Cube</b>       | ELT.001.002.023 | \$0.00      | 1   | \$0.00          |
| <b>CAD Distribution</b>                   | ELT.002.007.001 | \$0.00      | 1   | \$0.00          |
| <b>Other CAD Vendor</b>                   | ELT.002.007.019 | \$0.00      | 1   | \$0.00          |
| <b>TeleStaff Distribution</b>             | ELT.002.011.004 | \$2,466.94  | 1   | \$2,466.94      |
| <b>Hospital Hub™ Distribution</b>         | ELT.002.010.007 | \$10,792.84 | 1   | \$10,792.84     |
| <b>Elite™ Rescue Hosting</b>              | ELT.004.001.006 | \$23,127.52 | 1   | \$23,127.52     |
| <b>Elite™ Rescue Support</b>              | ELT.005.001.008 | \$24,977.51 | 1   | \$24,977.51     |
| <b>Visual Informatics™</b>                | ELT.001.002.032 | \$7,400.80  | 2   | \$7,400.80      |

|  |                 |             |   |             |
|--|-----------------|-------------|---|-------------|
| Visual Informatics™ Fire Cube          | ELT.001.002.024 | \$0.00      | 1 | \$0.00      |
| Elite™ Mobile Fire Inspections Support | ELT.005.001.007 | \$11,101.21 | 1 | \$11,101.21 |
| Test Site Support                      | ELT.005.001.009 | \$3,933.82  | 1 | \$3,933.82  |
| ODMAP Distribution                     | ELT.002.012.003 | \$5,463.63  | 1 | \$5,463.63  |

**Total Year 4: \$102,943.42**

#### Recurring Fees Year 5

| Description                            | SKU             | Unit Price  | Qty | Extended Amount |
|--|-----------------|-------------|-----|-----------------|
| Elite™ Field Support                   | ELT.005.001.005 | \$10,163.77 | 1   | \$10,163.77     |
| Database Backup Support - Annually     | ELT.005.002.007 | \$3,925.75  | 1   | \$3,925.75      |
| Visual Informatics™ EMS Cube           | ELT.001.002.023 | \$0.00      | 1   | \$0.00          |
| CAD Distribution                       | ELT.002.007.001 | \$0.00      | 1   | \$0.00          |
| Other CAD Vendor                       | ELT.002.007.019 | \$0.00      | 1   | \$0.00          |
| TeleStaff Distribution                 | ELT.002.011.004 | \$2,540.95  | 1   | \$2,540.95      |
| Hospital Hub™ Distribution             | ELT.002.010.007 | \$11,116.63 | 1   | \$11,116.63     |
| Elite™ Rescue Hosting                  | ELT.004.001.006 | \$23,821.35 | 1   | \$23,821.35     |
| Elite™ Rescue Support                  | ELT.005.001.008 | \$25,726.84 | 1   | \$25,726.84     |
| Visual Informatics™                    | ELT.001.002.032 | \$7,622.82  | 2   | \$7,622.82      |
| Visual Informatics™ Fire Cube          | ELT.001.002.024 | \$0.00      | 1   | \$0.00          |
| Elite™ Mobile Fire Inspections Support | ELT.005.001.007 | \$11,434.25 | 1   | \$11,434.25     |
| Test Site Support                      | ELT.005.001.009 | \$4,051.83  | 1   | \$4,051.83      |
| ODMAP Distribution                     | ELT.002.012.003 | \$5,627.53  | 1   | \$5,627.53      |

**Total Year 5: \$106,031.72**

#### Send Invoices To:

Rusty Lacy  
rusty.lacy@nashville.gov  
63 Hermitage Ave  
Nashville, Tennessee 37210

#### Payment Terms:

1. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms.
2. 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.

3. 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.
4. 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.
5. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.
6. ImageTrend's time and materials rate is \$175.00 per hour.

### **Optional Items**

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client's signature of that Work Order, ImageTrend will begin the work.

| <b>Product</b>                                      | <b>SKU</b>      | <b>Unit Price</b> | <b>Description</b>   |
|---|-----------------|-------------------|--|
| Account Advisement Services Level 1                 | ELT.006.003.011 | \$12,600.00       | ImageTrend offers advisement services to provide clients a single point of contact to review various facets of their application and provide guidance on best practices. Level 1 includes a one hour per week phone check in, coordination of upgrades when/if needed and an advocate for non-support related items. |
| Onsite Training Session – 8 Hours (includes travel) | ELT.006.003.004 | \$3,150.00        | Training is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/19/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |  |  |                        |  |       |  |       |   |       |                    |  |                    |  |
|--|--|--|------------------------|--|-------|--|-------|---|-------|--------------------|--|--------------------|--|
| <b>PRODUCER</b><br>Associated Benefits and Risk Consulting<br>6000 Clearwater Drive<br>Minnetonka MN 55343 | <b>CONTACT NAME:</b> Jenny Saylor<br><b>PHONE (A/C, No, Ext):</b> 952-947-9700 <b>FAX (A/C, No):</b> 952-947-9793<br><b>E-MAIL ADDRESS:</b> jenny.saylor@associatedbrc.com   |  |                        |  |       |  |       |   |       |                    |  |                    |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  |  |                        |  |       |  |       |   |       |                    |  |                    |  |
| <b>INSURED</b> IMAGE13<br>ImageTrend, Inc.<br>20855 Kensington Blvd.<br>Lakeville MN 55044                 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A :</b> Federal Insurance Company/Chubb</td> <td style="width: 20%; text-align: center;"><b>NAIC #</b><br/>20281</td> </tr> <tr> <td><b>INSURER B :</b> Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td><b>INSURER C :</b> Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td><b>INSURER D :</b> Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table> | <b>INSURER A :</b> Federal Insurance Company/Chubb | <b>NAIC #</b><br>20281 | <b>INSURER B :</b> Hartford Fire Insurance Company | 19682 | <b>INSURER C :</b> Hartford Casualty Insurance Company | 29424 | <b>INSURER D :</b> Trumbull Insurance Company | 27120 | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
| <b>INSURER A :</b> Federal Insurance Company/Chubb   | <b>NAIC #</b><br>20281   |  |                        |  |       |  |       |   |       |                    |  |                    |  |
| <b>INSURER B :</b> Hartford Fire Insurance Company   | 19682  |  |                        |  |       |  |       |   |       |                    |  |                    |  |
| <b>INSURER C :</b> Hartford Casualty Insurance Company   | 29424  |  |                        |  |       |  |       |   |       |                    |  |                    |  |
| <b>INSURER D :</b> Trumbull Insurance Company  | 27120  |  |                        |  |       |  |       |   |       |                    |  |                    |  |
| <b>INSURER E :</b>   |  |  |                        |  |       |  |       |   |       |                    |  |                    |  |
| <b>INSURER F :</b>   |  |  |                        |  |       |  |       |   |       |                    |  |                    |  |

**COVERAGES**      **CERTIFICATE NUMBER: 1525978390**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|----------------------------|-------------------------|-------------------------|---|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 41UUNZT8493                | 6/15/2019               | 6/15/2020               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| D        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY     | Y         | Y        | 41UUNZT8493                | 6/15/2019               | 6/15/2020               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  | Y         | Y        | 41XHUZT339                 | 6/15/2019               | 6/15/2020               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| C        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | Y        | 41WEAB6LMI                 | 6/15/2019               | 6/15/2020               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| B<br>A   | Technology Prof/Cyber Liability<br>3rd Party Crime/Fidelity  | Y         |          | 41TE0330029 18<br>82477411 | 6/15/2019<br>6/15/2019  | 6/15/2020<br>6/15/2020  | Occ/Aggregate Limit \$5,000,000<br>Limit \$500,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Network Security and Privacy Injury Liability are included in the Technology Errors & Omissions/Professional Liability. GENERAL LIABILITY - Blanket Additional Insured, Primary/Non-Contributory and Waiver of Subrogation (Endorsement #HG00010916); COMMERCIAL AUTO - Blanket Additional Insured, Primary-Non-Contributory, Waiver of Subrogation (Endorsement #HA99160312); WORKERS COMPENSATION Blanket Waiver of Subrogation (Endorsement #000313) as required by written agreement or contract.  
 Metropolitan Government of Nashville & Davidson County its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement numbered: G144294-C99 and automobile liability additional insured endorsement numbered: SCA23500. (See Attached Descriptions)  
 Contract #456649

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Metropolitan Government of Nashville and Davidson County<br>Metro Courthouse<br>Nashville TN 37210 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

*waiting on Joe*

A 2020045

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM**

**RECEIVED**  
FEB 07 2020  
BY: J.C. to ML 2-10-2020



CA # \_\_\_\_\_  
Purchasing Log #: \_\_\_\_\_

**Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.**

Contact Title: Finance Officer III    Contract Number: 456649    Amendment Number: 1  
Requesting Department: Health    Requesting Departmental Contact (Name & Number): Joe Atchley  
615-340-5627

Contractor's Business Name: ImageTrend, Inc.    Name of Contract Signatory: Jenny Shea

Contract Signatory Email Address: jshea@imagetrend.com

Address: 20855 Kensington Blvd    City: Lakeville    ST: MN    Zip: 55044

Revision Accomplishes: Check all that apply

*no term modification necessary*

|  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> X Term Extension   | New End Date: 2/29/2020   | Include revised schedule if necessary  |
| <input checked="" type="checkbox"/> X Contract Value Increase  | Original Contract Amount 600,000<br>Previously Executed Amendment(s) Amount _____<br>Current Amendment Amount 25,000<br>Amendment % Increase 4.2%<br>Proposed Revised Contract Amount 625,000 | Include revised fee schedules, budget, and total contract value as appropriate                                 |
| <input checked="" type="checkbox"/> X Scope of Work Revision   |   | Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary |
| <input checked="" type="checkbox"/> X Terms and Conditions Modification  |   | Include applicable exhibits as appropriate along with appropriate redlines                                     |
| To update the scope of the current contract to include a project with the Health department (ODMAP). The cost is an annual fee of \$5,000.<br>Other (Describe) |   | Include applicable documentation   |

**ACCOUNTING INFORMATION**

BU Number: 38363600    Fund #: 502229    Any Other Accounting Info: \_\_\_\_\_

*Joe Atchley*  
\_\_\_\_\_  
Signature of Requesting Departmental Personnel

2-7-2020  
Date

A 2020045

wait for joe

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM



BY: J.C. to ML 2-10-2020



CA #: \_\_\_\_\_

Purchasing Log #: \_\_\_\_\_

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Address: 20855 Kensington Blvd    City: Lakeville    ST: MN    Zip: 55044

Revision Accomplishes: Check all that apply

|  |   |  |
|--|---|--|
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| <input checked="" type="checkbox"/> Contract Value Increase  | Original Contract Amount 600,000<br>Previously Executed Amendment(s) Amount _____<br>Current Amendment Amount 25,000<br>Amendment % Increase 4.2%<br>Proposed Revised Contract Amount 625,000 | Include revised fee schedules, budget, and total contract value as appropriate                                 |
| <input checked="" type="checkbox"/> Scope of Work Revision   |   | Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary |
| <input checked="" type="checkbox"/> Terms and Conditions Modification  |   | Include applicable exhibits as appropriate along with appropriate redlines                                     |
| To update the scope of the current contract to include a project with the Health department (ODMAP). The cost is an annual fee of \$5,000.<br>Other (Describe) |   | Include applicable documentation   |

ACCOUNTING INFORMATION

BU Number: 38363600    Fund #: 502229    Any Other Accounting Info: \_\_\_\_\_

Joe Atchley  
Signature of Requesting Departmental Personnel

2-7-2020  
Date

To be completed by the Procurement Division

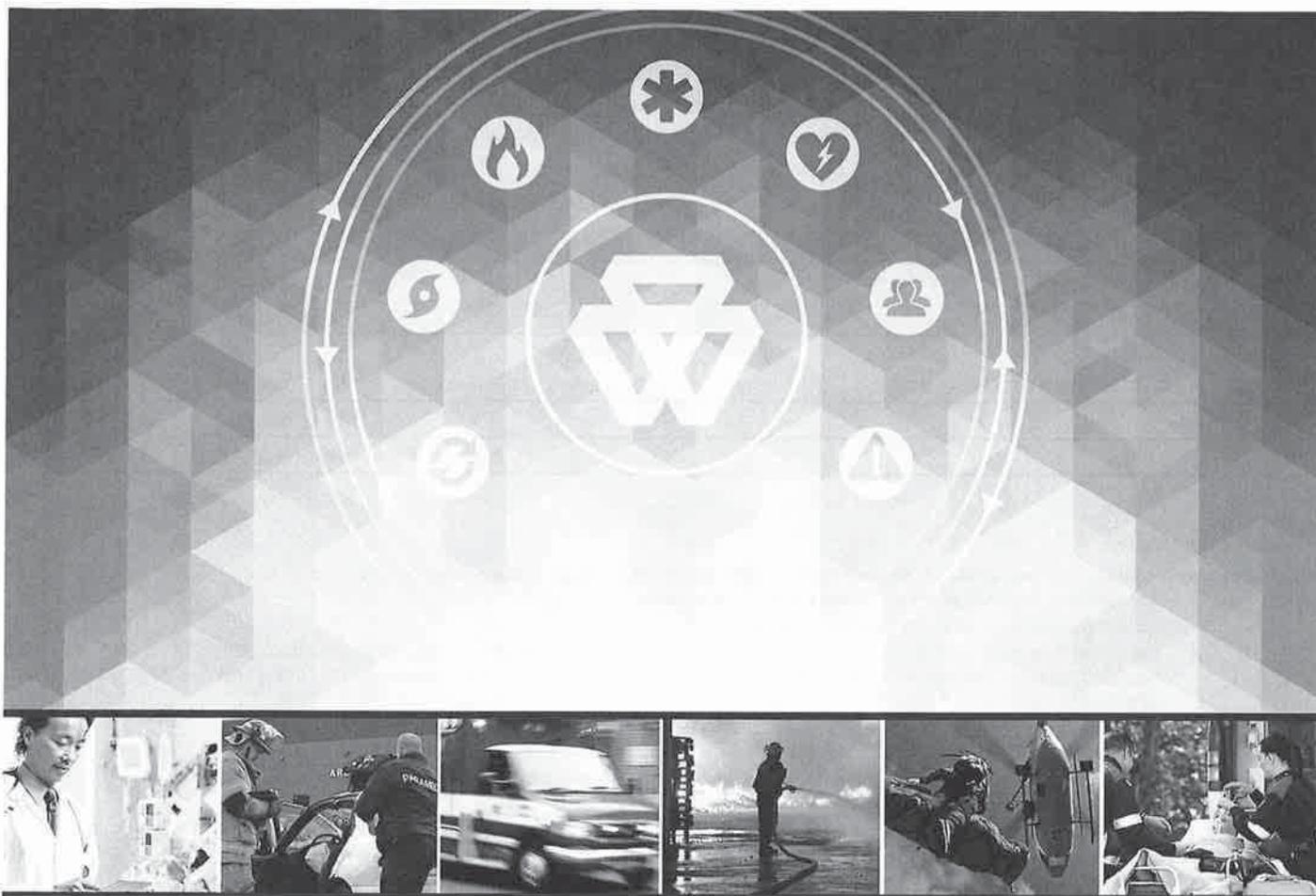
Contract Amendment is Approved

Contract Amendment is Denied

PURCHASING AGENT:

Date:

*Michelle Hernandez* *3/5/2020*



## ODMAPS-Nashville Fire

### Prepared For

Nashville Fire Department  
Rusty Lacy  
63 Hermitage Ave  
Nashville, Tennessee 37210

### Prepared By

Matt Rye  
Jan 24, 2020

# Quote

**Prepared For**

Rusty Lacy  
 Nashville Fire Department  
 63 Hermitage Ave  
 Nashville, Tennessee 37210  
 615-862-5257  
 Rusty.Lacy@nashville.gov

**Bill To**

Rusty Lacy  
 Nashville Fire Department  
 63 Hermitage Ave  
 Nashville, Tennessee 37210  
 615-862-5257  
 Rusty.Lacy@nashville.gov

| Salesperson                               | Quote Number     | Date         |
|---|------------------|--------------|
| Matt Rye, Account Executive, 402-770-6413 | QUO-06217-V4K0H8 | Jan 24, 2020 |

| Description                      | Qty | Frequency | Unit Price | Total             |
|----------------------------------|-----|-----------|------------|-------------------|
| <b>Recurring Fees</b>            |     |           |            |                   |
| ODMAP Distribution               | 1   | Recurring | \$5,000.00 | \$5,000.00        |
| <b>TOTAL Year 1</b>              |     |           |            | <b>\$5,000.00</b> |
| <b>*Annual Fees after Year 1</b> |     |           |            | <b>\$5,000.00</b> |

**Prepared By: Matt Rye**

**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's license, annual support and hosting are based on up to 4,200 annual incidents as provided by Client.  
 \*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 3% 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.

# Quote



## PRODUCT DESCRIPTIONS

### **ODMAP Distribution**

The project consists of a custom-developed integration for transmission of data from ImageTrend Elite into the ODMAP system. A specific set of fields will be transmitted on a daily basis when the incident meets the criteria set as being overdose related. That data will include the following fields: Incident Type, Latitude, Longitude, Address, IncidentDateTime, TimeZone.

NOTE: GeoCoding is required (either through direct purchase, MARS, or CAD) in order for the Latitude & Longitude to be included in the data which is transmitted to ODMaps. Legacy Data Migration is not included, but is available for an additional cost.

## Certificate Of Completion

Envelope Id: 27087905E1E54C748CA5FCBA437707CC

Status: Sent

Subject: Metro Contract 456649 Amendment 1 with ImageTrend, Inc. (Fire)

Source Envelope:

Document Pages: 15

Signatures: 4

Envelope Originator:

Certificate Pages: 17

Initials: 6

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

## Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

3/20/2020 3:00:46 PM

prg@nashville.gov

## Signer Events

### Signature

### Timestamp

Jamie Hunter

jamie.hunter@nashville.gov

Procurement Resource Specialist

Procurement

Security Level: Email, Account Authentication  
(None)

*JH*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 3/20/2020 3:17:10 PM

Viewed: 3/20/2020 3:21:07 PM

Signed: 3/20/2020 3:55:54 PM

### Electronic Record and Signature Disclosure:

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Terri L. Ray

terri.ray@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson

County

Security Level: Email, Account Authentication  
(None)

*JLR*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 3/20/2020 3:55:58 PM

Viewed: 3/20/2020 4:08:30 PM

Signed: 3/20/2020 4:09:01 PM

### Electronic Record and Signature Disclosure:

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Leigh Anne Burtchaell

LeighAnne.Burtchaell@nashville.gov

Security Level: Email, Account Authentication  
(None)

*LAB*

Signature Adoption: Pre-selected Style

Using IP Address: 174.195.10.68

Signed using mobile

Sent: 3/20/2020 4:09:04 PM

Viewed: 3/23/2020 7:44:11 AM

Signed: 3/23/2020 10:16:10 AM

### Electronic Record and Signature Disclosure:

Accepted: 3/23/2020 7:44:11 AM

ID: 52a2e6a4-ef8e-4b20-a535-46711a9d16e9

Ken Hartlage

kenneth.hartlage@nashville.gov

Security Level: Email, Account Authentication  
(None)

*kh*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 3/23/2020 10:16:13 AM

Viewed: 3/23/2020 1:03:15 PM

Signed: 3/24/2020 9:26:40 AM

### Electronic Record and Signature Disclosure:

Accepted: 3/23/2020 3:06:36 PM

ID: d494ca80-3ca5-40b5-be32-86963fe8894d

| Signer Events  | Signature   | Timestamp   |
|--|---|---|
| <p>Joseph T Graw<br/>contracts@imagetrend.com<br/>President/COO<br/>ImageTrend Inc.<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 3/25/2020 9:27:03 AM<br/>ID: b8be68dd-9647-4d4f-981b-76a48331b2a8</p> | <p><i>Joseph T Graw</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 97.92.85.117</p>                          | <p>Sent: 3/24/2020 9:26:44 AM<br/>Viewed: 3/25/2020 9:27:03 AM<br/>Signed: 3/25/2020 9:37:45 AM</p> |
| <p>Michelle A. Hernandez Lane<br/>michelle.lane@nashville.gov<br/>Chief Procurement Officer/Purchasing Agent<br/>Metro<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                 | <p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>          | <p>Sent: 3/25/2020 9:37:48 AM<br/>Viewed: 3/26/2020 4:12:21 PM<br/>Signed: 3/26/2020 4:12:49 PM</p> |
| <p>William Swann<br/>william.swann@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 3/28/2020 9:39:37 AM<br/>ID: a94e32b6-5660-4805-bceb-9928c1542b9f</p>                                    | <p><b>William Swann</b></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 172.58.145.48<br/>Signed using mobile</p> | <p>Sent: 3/26/2020 4:12:53 PM<br/>Viewed: 3/28/2020 9:39:37 AM<br/>Signed: 3/28/2020 9:39:56 AM</p> |
| <p>Kim McDoniel<br/>Kim.McDoniel@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 3/29/2020 3:21:23 PM<br/>ID: 5792b1ac-6a1f-4624-ba63-6dc3a77466b5</p>                                      | <p><i>Kim</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>                                 | <p>Sent: 3/28/2020 9:39:59 AM<br/>Viewed: 3/29/2020 3:21:23 PM<br/>Signed: 3/29/2020 3:23:18 PM</p> |
| <p>Kevin Cumbo/tlo<br/>talia.lomaxodneal@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 3/30/2020 7:02:13 AM<br/>ID: 771b9f90-e4e2-4903-bbc3-e698dd4f2c9e</p>                              | <p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.190</p>                     | <p>Sent: 3/29/2020 3:23:21 PM<br/>Viewed: 3/30/2020 7:02:13 AM<br/>Signed: 3/30/2020 7:02:27 AM</p> |
| <p>Sally Palmer<br/>sally.palmer@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 4/15/2020 8:09:15 AM<br/>ID: bae26117-5f65-48dc-9145-9dde8a2592b6</p>                                      | <p><b>Completed</b></p> <p>Using IP Address: 170.190.198.185</p>  | <p>Sent: 3/30/2020 7:02:31 AM<br/>Viewed: 3/30/2020 7:33:42 AM<br/>Signed: 3/30/2020 8:12:29 AM</p> |

| Signer Events  | Signature  | Timestamp  |
|--|--|--|
| Balogun Cobb<br>balogun.cobb@nashville.gov<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.144 | Sent: 3/30/2020 8:12:33 AM<br>Resent: 3/31/2020 2:53:07 PM<br>Resent: 4/1/2020 10:12:54 AM<br>Resent: 4/1/2020 10:13:05 AM<br>Viewed: 4/1/2020 10:18:09 AM<br>Signed: 4/1/2020 10:29:32 AM |

**Electronic Record and Signature Disclosure:**  
Accepted: 4/1/2020 10:18:09 AM  
ID: 14bd5c3c-1029-479e-8e7a-32028a755b99

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson County  
Security Level: Email, Account Authentication (None)

Sent: 4/1/2020 10:29:36 AM  
Resent: 4/15/2020 9:30:40 AM  
Resent: 4/15/2020 9:50:36 AM

**Electronic Record and Signature Disclosure:**  
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|------------------------------|-----------|-----------|
|                              |           |           |
| Editor Delivery Events       | Status    | Timestamp |
|                              |           |           |
| Agent Delivery Events        | Status    | Timestamp |
|                              |           |           |
| Intermediary Delivery Events | Status    | Timestamp |
|                              |           |           |
| Certified Delivery Events    | Status    | Timestamp |
|                              |           |           |
| Carbon Copy Events           | Status    | Timestamp |

Macy Amos  
macy.amos@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Sent: 4/1/2020 10:29:35 AM

Macy Amos  
macy.amos@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Sent: 4/15/2020 9:50:34 AM

Kristin Wilson  
kristin.wilson@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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John Cooper  
mayor@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Elizabeth Waites  
Elizabeth.Waites@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Joe Atchley  
joe.atchley@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Christopher Wood  
Christopher.Wood@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|               |                  |                      |
|---------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 4/15/2020 9:50:36 AM |
|---------------|------------------|----------------------|

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN:** (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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A resolution approving amendment one to a contract between The Metropolitan Government of Nashville and Davidson County and ImageTrend, Inc. to provide EMS and Fire Department data collection and reporting software.