


The Purchasing Memo

Date: January 21, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Scott Ouderkirk, Interim Fire Chief 
SCOTT OUDERKIRK

Via: Mario Risso, Assistant Fire Chief 
MARIO RISSO

Subject: Software Agreement for Electronic Reporting Software

Vendor Name: Image Trend

Munis Vendor Number: 9260

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a General Services Contract / Software Agreement. The total compensation for this Contract, including GRT, shall not exceed four hundred six thousand six hundred fifty-eight dollars and forty-nine cents (\$406,658.49) for call reporting software for a term of four years with Image Trend, Inc.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260270.

BACKGROUND AND SUMMARY:

Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluations, legal and business operations reasons. We have utilized this software for the past four years. This request will establish a new contract extending our relationship for another four-year term. The Image Trend software platform allows SFFD to improve data workflow and ability to access and organize department data.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/ 1002001

Munis Object Name/Number: Software Subscriptions/ 530710


Budget Officer / Designee: Andy Hopkins **Date:** 02/10/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Sole Source #60-M0087-25-CP564

Chief Procurement Officer (CPO)/Designee:  Date: 02/10/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: NA Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

- Horizons declination
- Procurement document: Sole Source Determination
- Vendor's Quote
- Certificate of Liability Insurance (COI)
- General Services Contract

Signature: 
MARIO RISSO (Jan 21, 2026 11:21:41 MST)
Email: mdrisso@santafenm.gov

Signature: 
SCOTT OUDERKIRK (Jan 21, 2026 11:22:47 MST)
Email: slouderkirk@santafenm.gov



Services Offered to the City of Santa Fe (FY26)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

← Back to All Requests

Documentation software for emergency response calls

2026-453-Request

Status: **Closed** Amount: **\$406,658.49** Items: **1** Last Action: **Final Approval Received**

Actions

Fully Approved

Approved On
1/21/2026

SOLE SOURCE REQUEST AND DETERMINATION

Name of Request

Documentation software for emergency response calls

Created On

12/10/2025

Summary of Request

Fire Department respectfully requests your review and approval of a General Services Contract Software Agreement in the total amount of \$406,658.49, including gross receipt tax, for call reporting software for a term of four years with Image Trend, Inc.

Background

Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluations, legal and business operations reasons. We have utilized this software for the past four years. This request will establish a new contract extending our relationship for another four-year term. The Image Trend software platform allows SFFD improved data workflow and ability to access and organize department data.

No Category Codes

Requestor

TC Toniette Candelaria Martinez

Approval Group

Fire

Creator

TC Toniette Candelaria Martinez

Desired Delivery Date

12/10/2025

Fiscal Year

FY26

Purchase Details

Line	Description	Total
> 1	Software Maintenance and Support Services records management system for SFFD Operations. (Yr 1 of 4)	\$406,658.49
Sub Total		\$406,658.49
Tax (8.19%)		N/A
Grand Total		\$406,658.49

Vendor Selection

Vendor
 ImageTrend, LLC
 1305 Corporate Center Dr, Ste 500, Eagan MN 55121
 www.imagetrend.com

Vendor Contact Michael McBrady proposals@imagetrend.com	Vendor Number 9260
Delivery Code FOB Destination	Payment Terms Net 30

Additional Vendor Notes (Optional) 🔒 Internal
 Attn: Legal Department and/or Kayla Kimmes

Sole Source Assessment

Date of Submission:

12/10/2025

Department Contact:

Toniette Candalaria Martinez

Email:

tocandelariamartinez@santafenm.gov

Phone Number

505-955-3109

Quantity of the Goods or Service

4 years

Type of Good or Service

Services

Justification

Unique Expertise

Explain the Purpose/Need of the Purchase

Scope of Work

A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto: The Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of January 1, 2022 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Contractor will:

- User-friendly front end: Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
 - o EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMESIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
 - o MIH: create records-capture capability for prevention, response and follow up operations.
 - o FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
 - o RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- Uptime: Guarantee 99.5% uptime 24/7/365
- Record transfer: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- Property inspections: Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

- Online user capacity: Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- Training: Within the first year of contract, provide transition/roll out training.
 - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- Optical character recognition: Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- Location pin: CAD latitude and longitude data can be populated in the incident fields so long as the City's CAD Contractor collects and sends the data to Contractor. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the record to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Contractor will:

- User-friendly back end: Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
 - Deliver a platform which is customized to meet all administrative requirements including:
 - All sections will have architecture that:
 - Is user-friendly;
 - Allows customization of data fields;
 - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
 - Allows customization of workflow of records for QA and billing function;
 - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
 - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
 - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
 - EMS section:
 - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
 - Create custom reports as needed by SFFD staff.
 - MIH section:
 - Closed-call rules for prevention, response and follow up operations;
 - Create custom reports as needed by SFFD staff.
 - FP section:
 - Validation rules for plan review, fire inspections, certificates of compliance and investigations;
 - Create custom reports as needed by SFFD staff.
 - RMS section:
 - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
 - Create custom reports as needed by SFFD staff.
- IT support: supply on-call technical support as needed for users and administrators pursuant to the Service Level Agreement attached as Exhibit A and incorporated herein by reference.

- Dashboards: Provide customizable dashboards for administrators and managers.
 - Flags: Create automatically-generated, real-time alerts and notifications based on specified triggers (to frontend users and to administrators).
 - Longitudinal data: Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- Probabilistic matching: Provide functionality which allows front end users to select a particular individual from all patient care records through fields including but not limited to: first name, last name, patient address and social security number (complete or "last four") and which then downloads fields associated with that patient from past incident data including but not limited to: demographics, medical history, medications and allergies, billing information, practitioner information, vital signs, impressions, symptoms, device images and more. Also provide functionality solely within the Community Health module which allows administrators to lock a "master patient record" with certain information which can be added to but cannot be deleted or changed by a field provider. Also provide functionality to remove unwanted or duplicate entries and merge records of repeat patients manually when necessary by a user, with permission, within Elite Repeat Patient.
- Host data: Be able to host server and data or work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
 - Training: Within the first year of the contract, provide transition/roll out training.
 - o Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
 - Data migration: Migrate historical records into new platform:
 - o By December 31, 2021, migration of legacy ePCR incidents in a compliant NEMESIS V3 xml format and legacy fire incident data in the standard NFIRS text file format.

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Contractor will:

- Messaging: Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users.
- Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- Referrals: Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
 - Alerts: Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with _ on _ . Please contact_" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
 - PSAP: Create and maintain interface with PSAP
 - o PCR fields should autofill from CAD wherever appropriate.
 - o Integrate data with CAD Contractors via a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users.
 - Staffing Software: Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
 - Billing: Create interface with billing company
 - HIPAA/HITECH: Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
 - NMEMSTARS/NEMESIS: Maintain compliance with most current NMEMSTARS and federal NEMESIS reporting requirements.
 - HL7: Maintain compatibility with HL7 for EMS and MIH records.
 - Cardiac Monitor: Create interface with cardiac monitors
 - o Interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. EKG data transmission will be accomplished using Bluetooth, cable, or internet, depending upon EKG and device capabilities.

- IBC/IFC: Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- NFPA: Create an interface to quickly access NFPA standards related to IFC and IBC.
- Training and Record-Keeping Software: Ability to interface with Target Solutions
- Airtraq: Ability to upload video files from AirTraq intubations to application and ability to attach PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. to individual ePCRs
- LifeNet: Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Conversion:

To Contract

Term of Contract (Sole Source)

4 years

Department Criteria:

This procurement ensures the department continues to meet its operational, safety, and compliance obligations effectively and efficiently without interruption. Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluations, legal and business operations reasons. We have utilized this software for the past four years. This request will establish a new contract extending our relationship for another four-year term. The Image Trend software platform allows SFFD improved data workflow and ability to access and organize department data.

Vendor Name

ImageTrend, LLC

Vendor's Address

1305 Corporate Center Drive, Suite 500, Eagan, NM 55121

Assessment of Vendor's Exclusive Qualifications:

The software supports the operational, administrative, and regulatory needs of the department and ensures accurate and efficient data capture during emergency incidents.

The selected software is uniquely capable of fulfilling the department's needs due to the following essential features and capabilities that are not available as a complete package from any other vendor:

- User-Friendly Interface: The platform provides an intuitive and accessible interface, reducing training time and ensuring rapid adoption by field personnel under high-stress emergency conditions.
- Customizable Forms and Parameters: The system allows department administrators to create, modify, and configure forms used in incident documentation. This includes the ability to set and enforce parameters for closed call rules, ensuring compliance and completeness of records.
- Customizable Quality Assurance Module: The software includes a fully integrated QA module that can be tailored to reflect department-specific standards, workflows, and review processes. This ensures effective tracking and improvement of documentation and response quality.
- Integrated Firefighting and Prevention Modules: The platform combines modules for all hazards emergency response and fire prevention, allowing a single system to manage incident reporting, hydrant inspections, pre-fire planning, code enforcement, and public education activities. This eliminates the need for multiple systems and ensures comprehensive data continuity.
- Interoperability with Third-Party Platforms: The system is engineered for seamless integration with external IT platforms such as CAD (Computer-Aided Dispatch), RMS (Records Management Systems), and state-level reporting databases. This ensures streamlined operations and data sharing across systems.

Explanation of Unsuitable Alternatives

While other systems offer partial capabilities, none were found to provide the full suite of required features in a single platform with the same degree of customization, ease of use, and interoperability.

Additionally, transitioning to another vendor would result in:

- Significant retraining and operational disruption.
- Loss of historical data integrity or the need for costly data migration.
- Increased costs due to system fragmentation and third-party integrations.

Other vendors do not offer the combination of fully customizable forms, QA tools, and integrated modules specifically tailored for fire service operations, making this a proprietary solution.

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126


- There is only one source for the required service, construction, or item of tangible personal property.


Place checkmarks to affirm you agree and have included these documents

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.
- The requesting department has verified through Pavilion, internet searches, and other market research that these sources are not available from alternative vendors.

Attachments**Uploaded Documents**

 Sante Fe Sole Source Letter 2025.pdf

 Exhibit B Quote-Q-14959v3-7-Aug-2025-21-7-39.docx

 60-MO087-25-CP564 - 30 Days - GSD Email.pdf

Workflow Comments 2 Related 1

✓ Request Submitted ^

Created By

TC Toniette Candelaria Martinez

Submitted by Toniette Candelaria Martinez on 12/10/25 at 3:07pm

✓ Director ^

Approved

Director Review

BM Brian Moya

Approved by Brian Moya on 12/10/25 at 3:58pm

✓ Procurement Analyst Review 1 ^

Approved

Procurement Analyst Senior

KM Kristy Miera

Approved by Kristy Miera on 12/11/25 at 1:41pm

✓ CPO Review ^

Approved

Chief Procurement Officer (CPO)

Travis Dutton-Leyda

Approved by Travis Dutton-Leyda on 12/16/25 at 10:56am

✓ **Procurement Analyst Posting**

Approved



Procurement Analyst Senior

July 17th 2025

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, NM 87501
PH: 505-467-9799

Dear Sten A Johnson,

Thank you for your recent sole source inquiry. ImageTrend Elite™ is solely developed, produced, distributed and supported by ImageTrend, LLC. This product is copyrighted and trademarked. Only available from ImageTrend is our seamless integration with any of over 50 CAD vendors that we have worked with in the past. These CAD integrations allow for data to be directly imported into the Elite EMS run form, reducing data collection needs and human error.

The Elite solution offers drag and drop form template configuration available to manage system-wide, regionally or specific to agency's workflow, in addition, easy to create validation rules to meet state or agency documentation standards. The solution includes a proprietary Report Writer for usage and generation of standard and ad hoc reports by any level of system user within their reporting permission rights.

Additionally, ImageTrend Continuum®, our live near real-time data reporting solution for Elite, provides a live data feed populating Dashboards and Monitors that can be configured by you. This information is then displayed over maps and graphical overlays to give you an accurate representation of your organization at any given time. Elite and Continuum are only able to be connected to each other by ImageTrend Client Services.

This solution from ImageTrend, LLC. is based upon the unique modules and basic architectural features of the data management systems that have been designed by ImageTrend for many applications. The experience and input from our current users have collaboratively helped us to develop a commercial-off-the-shelf (COTS) solution and best practices exclusively for the EMS market.

ImageTrend is the only company to offer a fully integrated EMS/Fire solution compatible and data certified with NEMIS v3, NFIRS, and NERIS that incorporates both mobile-device compatibility from the ground up, as well as the option to self-host the Elite system database in their own hosted environment. The Elite solution is scalable within one system to handle millions of incidents with thousands of users annually. Elite's unique security concept and enterprise design allow for multiple tiered, secure usage and views by individual services, regional groups and state entities all within one system.

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789 | Fax: (952) 985-5671
www.ImageTrend.com

As the sole source vendor of this software, we distribute on a use license basis and maintain beneficiary escrow accounts. All data obtained and maintained within the application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore development, modification or implementation of Elite and its modules and extensions can only be performed by ImageTrend, LLC.

Please feel free to contact us at 1-888-469-7789 if you need any further information.

Sincerely,



Joe Graw
Chief Growth Officer
Phone: (952) 469 - 1589

ORDER FORM

Prepared For:		Bill To:	
Sten Johnson Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504 sajohnson@santafenm.gov		Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504	
Salesperson		Quote Number	Order Form Date
Daniel Schultz Senior Customer Success Manager		Q-14959v3	Aug 7, 2025
Contract Effective Date		Contract Term (Months)	
Jul 1, 2025		48	

Description	Qty	Fee Type	Unit Price	Subscription Start Date	Subscription End Date	Total
Continuum® EMS Content Package	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Continuum®	1	Recurring	\$6,556.36	Jul 1, 2025	Jun 30, 2029	\$6,556.36
Staffing Solution Integration	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
CAD Distribution	1	Recurring	\$3,824.54	Jul 1, 2025	Jun 30, 2029	\$3,824.54
Auto Billing Export - NEMESIS v3 Web Service	1	Recurring	\$3,824.54	Jul 1, 2025	Jun 30, 2029	\$3,824.54
Continuum® Fire Content Package	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Permits	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Standard Direct Messaging - EMS Agency	1	Recurring	\$2,130.82	Jul 1, 2025	Jun 30, 2029	\$2,130.82
Investigations	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Vault™ Records with Attachments	1	Recurring	\$874.18	Jul 1, 2025	Jun 30, 2029	\$874.18
Community Health™ Add-on	1	Recurring	\$8,195.45	Jul 1, 2025	Jun 30, 2029	\$8,195.45
Mobile Fire Inspections - SaaS	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Elite™ Rescue - SaaS	1	Recurring	\$31,658.48	Jul 1, 2025	Jun 30, 2029	\$31,658.48
Total Net Price						\$89,846.21

Total Year 1:	\$89,846.21
Total Recurring:	\$89,846.21
Total One time:	\$0.00

Year Over Year Pricing

Item Name	YR 1 Cost	YR 1 Uplift	YR 2 Cost	YR 2 Uplift	YR 3 Cost	YR 3 Uplift	YR 4 Cost	YR 4 Uplift
Continuum® EMS Content Package	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Continuum®	\$6,556.36	3%	\$6,753.05	3%	\$6,955.64	3%	\$7,164.31	3%
Staffing Solution Integration	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
CAD Distribution	\$3,824.54	3%	\$3,939.28	3%	\$4,057.45	3%	\$4,179.18	3%
Auto Billing Export - NEMESIS v3 Web Service	\$3,824.54	3%	\$3,939.28	3%	\$4,057.45	3%	\$4,179.18	3%
Continuum® Fire Content Package	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Permits	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Standard Direct Messaging - EMS Agency	\$2,130.82	3%	\$2,194.74	3%	\$2,260.59	3%	\$2,328.40	3%
Investigations	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Vault™ Records with Attachments	\$874.18	3%	\$900.41	3%	\$927.42	3%	\$955.24	3%
Community Health™ Addon	\$8,195.45	3%	\$8,441.31	3%	\$8,694.55	3%	\$8,955.39	3%
Mobile Fire Inspections - SaaS	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Elite™ Rescue - SaaS	\$31,658.48	3%	\$32,608.23	3%	\$33,586.48	3%	\$34,594.08	3%
			\$92,541.60		\$95,317.86		\$98,177.40	

Incident Volume

Category	Incidents
Elite	2,107

This Order Form is subject to the terms of the Master Subscription Agreement located at <http://www.imagetrend.com/legal/msa> unless there is a separate agreement between Santa Fe Fire Department (NM) and ImageTrend.

This proposal is valid for 90 days from the date listed above.

Additional Terms:

- One-Time Fees will be due upon contract signature.
- Recurring fees will be invoiced annually in advance, beginning on the Effective Date, unless Customer provides notice of cancellation in accordance with the MSA, no less than sixty (60) days prior to the end of a Subscription Term.
- Payments are due 30 days after receipt of an invoice.
- Recurring fees are subject to price increases each year following the first year of the Subscription Term, and will not exceed 3%% of the then-current price in any given year.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

ImageTrend		Santa Fe Fire Department (NM)	
Name	Jon Sachs	Name	
Title	Chief Financial Officer	Title	
Signature		Signature	
Date		Date	

MIERA, KRISTY A.

From: GSD.SPInfo@state.nm.us
Sent: Monday, January 19, 2026 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #60-M0087-25-CP564 - 30 Days

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your Sole Source #**60-M0087-25-CP564** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

SOFTWARE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **ImageTrend, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

The Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and City service will be provided throughout term of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Contractor will:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
 - Emergency Medical Services (EMS): create records-capture capability for EMS calls to capture state required New Mexico Emergency Medical Services Tracking and Reporting System (NMEMSTARS) and Federally-required National Emergency Medical Services Information System (NEMESIS) data fields, all fields required for

processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.

- Mobile Integrated Health (MIH): create records-capture capability for prevention, response and follow up operations.
- Fire Prevention (FP): create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
- Record Management System (RMS): create records-generating capability for incident capture including all Federally-required National Fire Incident Reporting System (NFIRS) and NFIRS replacement when activated National Emergency Response Information System (NERIS) data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime:** Guarantee 99.5% uptime 24/7/365
- **Record transfer:** Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
 - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** CAD latitude and longitude data can be populated in the incident fields so long as the City's CAD Contractor collects and sends the data to Contractor. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the record to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Contractor will:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
 - Deliver a platform which is customized to meet all administrative requirements including:
 - All sections will have architecture that:
 - Is user-friendly;

- Allows customization of data fields;
- Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS, NFIRS, and NERIS required data fields;
- Allows customization of workflow of records for QA and billing function;
- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
- Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
- EMS section:
 - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
 - Create custom reports as needed by SFFD staff.
- MIH section:
 - Closed-call rules for prevention, response and follow up operations;
 - Create custom reports as needed by SFFD staff.
- FP section:
 - Validation rules for plan review, fire inspections, certificates of compliance and investigations;
 - Create custom reports as needed by SFFD staff.
- RMS section:
 - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
 - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators pursuant to the Service Level Agreement attached as Exhibit A and incorporated herein by reference.
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front- end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Provide functionality which allows front end users to select a particular individual from all patient care records through fields including but not limited to: first name, last name, patient address and social security number (complete or "last four") and which then downloads fields associated with that patient from past incident data including but not limited to: demographics, medical history, medications and allergies, billing information,

practitioner information, vital signs, impressions, symptoms, device images and more. Also provide functionality solely within the Community Health module which allows administrators to lock a "master patient record" with certain information which can be added to but cannot be deleted or changed by a field provider. Also provide functionality to remove unwanted or duplicate entries and merge records of repeat patients manually when necessary by a user, with permission, within Elite Repeat Patient.

- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
 - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- **Data migration:** Migrate historical records into new platform:
 - By December 31, 2021, migration of legacy ePCR incidents in a compliant NEMESIS V3 xml format and legacy fire incident data in the standard NFIRS text file format.

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Contractor will:

- **Messaging:** Provide HIPAA-compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with _ on _ . Please contact_" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
 - PCR fields should autofill from CAD wherever appropriate.
 - Integrate data with CAD Contractors via a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMESIS:** Maintain compliance with most current NMEMSTARS and federal NEMESIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.

- **Cardiac Monitor:** Create interface with cardiac monitors
 - Interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. EKG data transmission will be accomplished using Bluetooth, cable, or internet, depending upon EKG and device capabilities.
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Ability to interface with Target Solutions
- **Airtraq:** Ability to upload video files from AirTraq intubations to application and ability to attach PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. to individual ePCRs
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. Compensation

The City shall pay to the Contractor pursuant to the Compensation Sheet attached hereto as Exhibit B and incorporated herein by reference.

The total compensation for this Contract, including GRT, shall not exceed four hundred six thousand six hundred fifty-eight dollars and forty-nine cents (\$406,658.49).

4. Payment Provisions

All payments under this Contract are subject to the following provisions.

- A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in

full the balance shown on each account’s statement, by the due date shown on said statement.

The Software Licensing Terms Attachment attached as Exhibit C is incorporated herein by reference.

The Product Specific Terms Attachment attached as Exhibit D is incorporated herein by reference

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit B, plus GRT as calculated below.

For the services described in the scope of work, the City agrees pay the Contractor as follows for year one.	\$89,846.21 _____
The services in the contract include GRT. The New Mexico GRT levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. The GRT on this contract at 8.1875% equals	+ \$7,356.16 _____
The total compensation for the contract including GRT for year one is	= \$97,202.37 _____

A breakdown of each year’s compensation and GRT for the term of this Contract is as follows:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
COST	89,846.21	92,541.60	95,317.86	98,177.40
GRT 8.1875%	7,356.16	7,576.84	7,804.15	8,038.27
TOTAL	97,202.37	100,118.44	103,122.01	106,215.67

- B. **The total compensation for this Contract, including GRT, shall not exceed four hundred six thousand six hundred fifty-eight dollars and forty-nine cents (\$406,658.49).** This represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor’s designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract’s termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate June 30, 2029 unless terminated pursuant to Paragraph 6 (Termination)

or Paragraph 16 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **Termination**

- A. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. **Notice: City Opportunity to Cure.**
- i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - ii) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 16, "Appropriations", of this Contract.
- C. **Liability.** Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S*

OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

7. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 6 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

11. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any City for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are

in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. Records and Audit

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. Appropriations

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. Release

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

19. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the Sole Source Contractor#60-M0087-25-CP375 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. Notice

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

24. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any claim, suits, actions, liabilities brought by a third party, including reasonable attorney's fees for personal injury or damage to property arising from the grossly negligent acts or willful omissions of the Contractor ("Claim"), its agents, officers, employees or subcontractors. Contractor will indemnify and defend City from and against any infringement or misappropriation a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"); The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees. Contractor shall, at Contractor's expense, defend such Claim and pay damages finally awarded against City in connection therewith, including reasonable fees and expenses of attorneys engaged by Contractor for such defense, provided that (a) City promptly notifies Contractor of the threat or notice of such Claim; (b) Contractor will have sole, exclusive control and authority to select defense attorneys, defend and/or settle any such Claim (however, Contractor shall not settle or compromise any claim that results in liability or admission of any liability by City without City's prior written consent); and (c) City fully cooperates with Contractor in connection therewith. If use of a Service by City has become, or, in Contractor's opinion, is likely to become, the subject of any IP Claim, Contractor may, at Contractor's option and expense (i) procure for City the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Contractor, terminate City's subscription to the Service(s) and repay City, on a pro-rata basis, any Subscription Charges paid to Contractor for the unused portion of City's Subscription Term for such Service(s). Contractor will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by City; (y) modification of the Service(s) by anyone other than Contractor or Contractor Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section state the sole, exclusive and entire liability of Contractor to City and City's sole remedy with respect to a Claim brought by reason of access to or use of a Service by City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

27. Limitation of Liability

EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CITY'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF CONTRACTOR),

BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR'S AGGREGATE LIABILITY TO THE CITY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY THE CITY DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CITY ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND PROFESSIONAL SERVICES FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF CONTRACTOR WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. CONTRACTOR HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CITY WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM CONTRACTOR'S INDEMNITY OBLIGATIONS IN SECTION 24 OF THIS AGREEMENT.

LIMITATION OF LIABILITY IN THE AGGREGATE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY CITY AND ITS AFFILIATES, AND SHALL NOT BE CUMULATIVE.

Enforceable against Contractor. Any claims or damages that City may have against Contractor shall only be enforceable against Contractor and not any other entity, nor any officers, directors, representatives or agents of Contractor.

28. Incorporation by Reference and Precedence

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) all documents regarding Sole Source #60-M0087-25-CP375; and (4) the Contractor's best and final offer if such has been made and accepted by the City.

29. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
 - i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
 - ii. reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:
 - iv) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - v) terminate the contract for default.

32. Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage

and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

35. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in

termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

37. Temporary Suspension

In the event Contractor detects or has reasonable suspicion of any Malicious Software connected to City's Account or use of a Service by City, Contractor reserves the right to restrict functionalities or suspend the Services (or any part thereof), City's Account or City's rights to access and use the Services and remove, disable or quarantine any City Data or other content. Unless legally prohibited from doing so or where Contractor is legally required to take immediate action, Contractor will use commercially reasonable efforts to notify City as soon as practicable when taking any of the foregoing actions. Contractor will use commercially reasonable efforts to (a) mitigate any interruption to the Service, and (b) restore the Services as soon as practicable. Contractor will not be liable to City or any other third party for any modification, suspension or discontinuation of City's rights to access and use the Services under this Section 7. Contractor may refer any suspected fraudulent, abusive, or illegal activity by City to law enforcement authorities at Contractor's sole discretion.

38. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Fire Department Mario Risso 200 Murales Road mdrisso@santafenm.gov 505-955-3110	To the Contractor: ImageTrend, LLC Attn: Legal Department 1305 Corporate Center Drive, Suite 500 Eagan MN 55121 contracts@imagetrend.com
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

39. Succession

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

City of Santa Fe:

Contractor:

Mayor

Dana Berce Novack

Dana Berce Novack, Chief Legal Officer

Date: _____

Date: Jan 26, 2026

NMBTIN: _____

Attest:

City Clerk

Approved to form and legal sufficiency by:

Amanda Ruybalis

Assistant City Attorney

Approved for Finances:

BRAND MOGFA

Finance Director

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into by and between the City of Santa Fe, New Mexico ("Covered Entity"), and ImageTrend, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("E PHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services").

The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

- 2.1 **Electronic Protected Health Information.** "Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- 2.2 **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 2.3 **Minimum Necessary.** "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.
- 2.4 **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.
- 2.5 **Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

- 2.6 **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 2.7 **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- 2.8 **Security Incident.** "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.
- 2.9 **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.
- 2.10 **Subcontractor.** "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 **Use and Disclosure.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.
- 3.2 **Safeguards.** Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.
- 3.3 **Business Associate's Reporting Obligations.**
- (a) **Reports of Non-Permitted Use or Disclosure.** Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).
- (b) **Reports of Breach of Unsecured PHI.**
1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
 2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than five (5) calendar days after its discovery.
 3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: (i) a description of the Breach, including the date of Breach

and the date of discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and (v) any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

- (c) **Reports of Security Incidents.** Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.
- 3.4 **Subcontractors.** Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.
- 3.5 **Access to Designated Record Set.** The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate will direct the Individual to Covered Entity.
- 3.6 **Amendments to Designated Record Set.** The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.
- 3.7 **Accounting of Disclosures.**

- (a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.8 **Compliance with Law.** To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).
- 3.9 **Records and Audits.** Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.
- 3.10 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 General Use and Disclosure.

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- (b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 Specific Use and Disclosure.

- (a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- (c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.
- (d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 **Privacy Practices.** Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.
- 5.2 **Notice of Changes Regarding Individual Permission.** Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.
- 5.3 **Notice of Restrictions to Use or Disclosure of PHI.** Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.
- 5.4 **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.
- 5.5 **Safeguards.** Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

- 6.1 **Term.** This Agreement shall be effective upon the Effective Date of the Underlying Agreement and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).
- 6.2 **Termination.**

- (a) **Termination Resulting from the End of Services.** This Agreement shall terminate in the event that the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.
- (b) **Termination for Cause.** Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party must either:
 - 1. Provide an opportunity for the breaching Party to cure the breach or end the violation within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or
 - 2. Immediately terminate this Agreement if cure is not possible.

6.3 Return or Destruction of PHI.

- (a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI. Pursuant to the Underlying Agreement and Section 4.2(b) and (d) of this Agreement, de-identified data and insights derived from Business Associate's provision of Data Aggregation services are not subject to the provisions of this Section 6.3.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

- 7.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.
- 7.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.
- 7.3 **Survival.** The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

- 7.5 **Relationship to Other Agreement Provisions.** In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.
- 7.6 **Prior Business Associate Agreements.** Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.
- 7.7 **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or Business Associate any rights, remedies, obligations, or liabilities whatsoever.
- 7.8 **Modification of Agreement.** No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.
- 7.9 **Relationship of Parties.** Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.
- 7.10 **Notices.** Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.
- Business Associate:** ImageTrend, LLC, Attn: Legal Department, 1305 Corporate Center Drive, Suite 500, Eagan, MN 55121.
- Covered Entity:** City of Santa Fe, Fire Department, Attn: Toniette Candelaria-Martinez, 200 Murales Road, Santa Fe, NM 87501.
- 7.11 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.
- 7.12 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

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

CITY OF SANTA FE:

ImageTrend, LLC

MAYOR

Dana Berce Novack

Dana Berce Novack, Chief Legal Officer

DATE: _____

DATE: Jan 26, 2026

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Frank R. Rybicki

ASSISTANT CITY ATTORNEY

Approved for Finances:

BRIAN MOYA

Finance Director

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and Anticipated Resolution Plan After Notification by ImageTrend
Site Down/Critical	<ul style="list-style-type: none"> Complete shutdown or partial shutdown of one or more critical software functions. Access to one or more Software functions not available. Major subset of software application impacted. 	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours.
CAD Down/High	<ul style="list-style-type: none"> Minor subsystem failure. Data entry or access impaired on a limited basis – usually can be delegated to local Client contact as a first level or response for resolution – usually user error (i.e. training). 	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours.
Medium/Normal	<ul style="list-style-type: none"> System operational with minor issues; suggested enhancements as mutually agreed upon. 	Within twenty-four (24) hours of initial notification during business hours.	Future Release.

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

ORDER FORM

Prepared For:		Bill To:	
Sten Johnson Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504 sajohnson@santafenm.gov		Santa Fe Fire Department (NM) 200 Murales RD PO Box 909, Santa Fe, New Mexico, United States, 87504	
Salesperson		Quote Number	Order Form Date
Daniel Schultz Senior Customer Success Manager		Q-14959v3	Aug 7, 2025
Contract Effective Date		Contract Term (Months)	
Jul 1, 2025		48	

Description	Qty	Fee Type	Unit Price	Subscription Start Date	Subscription End Date	Total
Continuum® EMS Content Package	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Continuum®	1	Recurring	\$6,556.36	Jul 1, 2025	Jun 30, 2029	\$6,556.36
Staffing Solution Integration	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
CAD Distribution	1	Recurring	\$3,824.54	Jul 1, 2025	Jun 30, 2029	\$3,824.54
Auto Billing Export - NEMESIS v3 Web Service	1	Recurring	\$3,824.54	Jul 1, 2025	Jun 30, 2029	\$3,824.54
Continuum® Fire Content Package	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Permits	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Standard Direct Messaging - EMS Agency	1	Recurring	\$2,130.82	Jul 1, 2025	Jun 30, 2029	\$2,130.82
Investigations	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Vault™ Records with Attachments	1	Recurring	\$874.18	Jul 1, 2025	Jun 30, 2029	\$874.18
Community Health™ Add-on	1	Recurring	\$8,195.45	Jul 1, 2025	Jun 30, 2029	\$8,195.45
Mobile Fire Inspections - SaaS	1	Recurring	\$5,463.64	Jul 1, 2025	Jun 30, 2029	\$5,463.64
Elite™ Rescue - SaaS	1	Recurring	\$31,658.48	Jul 1, 2025	Jun 30, 2029	\$31,658.48
Total Net Price						\$89,846.21

Total Year 1:	\$89,846.21
Total Recurring:	\$89,846.21
Total One time:	\$0.00

Year Over Year Pricing

Item Name	YR 1 Cost	YR 1 Uplift	YR 2 Cost	YR 2 Uplift	YR 3 Cost	YR 3 Uplift	YR 4 Cost	YR 4 Uplift
Continuum® EMS Content Package	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Continuum®	\$6,556.36	3%	\$6,753.05	3%	\$6,955.64	3%	\$7,164.31	3%
Staffing Solution Integration	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
CAD Distribution	\$3,824.54	3%	\$3,939.28	3%	\$4,057.45	3%	\$4,179.18	3%
Auto Billing Export - NEMESIS v3 Web Service	\$3,824.54	3%	\$3,939.28	3%	\$4,057.45	3%	\$4,179.18	3%
Continuum® Fire Content Package	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Permits	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Standard Direct Messaging - EMS Agency	\$2,130.82	3%	\$2,194.74	3%	\$2,260.59	3%	\$2,328.40	3%
Investigations	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Vault™ Records with Attachments	\$874.18	3%	\$900.41	3%	\$927.42	3%	\$955.24	3%
Community Health™ Addon	\$8,195.45	3%	\$8,441.31	3%	\$8,694.55	3%	\$8,955.39	3%
Mobile Fire Inspections - SaaS	\$5,463.64	3%	\$5,627.55	3%	\$5,796.38	3%	\$5,970.27	3%
Elite™ Rescue - SaaS	\$31,658.48	3%	\$32,608.23	3%	\$33,586.48	3%	\$34,594.08	3%
			\$92,541.60		\$95,317.86		\$98,177.40	

Incident Volume

Category	Incidents
Elite	2,107

This Order Form is subject to the terms of the Master Subscription Agreement located at <http://www.imagetrend.com/legal/msa> unless there is a separate agreement between Santa Fe Fire Department (NM) and ImageTrend.

This proposal is valid for 90 days from the date listed above.

Additional Terms:

- One-Time Fees will be due upon contract signature.
- Recurring fees will be invoiced annually in advance, beginning on the Effective Date, unless Customer provides notice of cancellation in accordance with the MSA, no less than sixty (60) days prior to the end of a Subscription Term.
- Payments are due 30 days after receipt of an invoice.
- Recurring fees are subject to price increases each year following the first year of the Subscription Term, and will not exceed 3%% of the then-current price in any given year.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

ImageTrend		Santa Fe Fire Department (NM)	
Name	Dana Berce Novack	Name	
Title	Chief Legal Officer	Title	
Signature		Signature	
Date		Date	

EXHIBIT C- SOFTWARE LICENSING TERMS ATTACHMENT

The following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems excluding incidents relating to Mobile Integrated Health services.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement hereto as provided in Section 1 below.

1. GRANT OF LICENSE TO SOFTWARE.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Agreement for such time as listed in said Agreement. During the term of the Agreement, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information. Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

3. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in the Agreement. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, included here as Exhibit A.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

4. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

5. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

6. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data

export for Client. Should Client desire the data to come in any alternative format or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

7. *IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE*

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

8. *DE-IDENTIFICATION*

ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPANHITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.1R.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

9. *GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP*

All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under this Agreement and in accordance with the license granted herein, conditioned upon full payment of the Agreement from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of this Agreement. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing this Agreement shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Agreement. In the case of ImageTrend Software products licensed herein, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Agreement. Subsequent agreements may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in a future agreement, the terms of this Agreement shall control. Any right not hereby granted is reserved.

EXHIBIT D-- PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT LICENSING TERMS

- o Notwithstanding anything in this Agreement to the contrary, CLIENT is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.
- o Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit, and such license shall expire simultaneously with this Agreement.
- o ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.
- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:
 - i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend Contractors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSJS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1 available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the CLIENT and/or CLIENT Contractor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.
 - ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from CLIENT's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a Conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after

ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. CLIENT shall have the option to contract ImageTrend to undertake this work per "Creation of Statements of Work" below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2025

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).

PRODUCER CAC Specialty 416 W 13th Street, Suite 303 New York, NY 10014 www.cacspecialty.com	CONTACT NAME: Helen Dillen PHONE (A/C, No, Ext): 205-414-8100 E-MAIL ADDRESS: helen.dillen@cacspecialty.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED ImageTrend, LLC 1305 Corporate Center Drive, Suite 500 Eagan MN 55121	INSURER A: Hartford Fire Insurance Company NAIC # 19682	
	INSURER B: Trumbull Insurance Company 27120	
	INSURER C: Hartford Casualty Insurance Company 29424	
	INSURER D: Twin City Fire Insurance Company 29459	
	INSURER E: Indian Harbor Insurance Company 36940	
	INSURER F: Landmark American Insurance Company 33138	

COVERAGES

CERTIFICATE NUMBER: 85788632

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21UUNAY1CP8	6/15/2025	6/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21UENBM5WY9	6/15/2025	6/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21XHUAY1E24	6/15/2025	6/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21WEAY1F1N	6/15/2025	6/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber and Tech E&O	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MTP904334804	6/15/2025	6/15/2026	Each Claim/Aggregate 5,000,000
F	Excess Cyber and Tech E&O \$5MX\$5M	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	LHZ867746	6/15/2025	6/15/2026	Each Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured, on a primary and non-contributory basis, where required by written contract, as per terms and conditions in policy. A Waiver of subrogation is granted to the additional insureds where required by written contract, as per terms and conditions in policy. agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe PO Box 909 200 Murales Road Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Grantland Rice IV
---	--

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ACORD 25 (2016/03)

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CAC Specialty
416 W 13th Street, Suite 303
New York, NY 10014

City of Santa Fe
PO Box 909
200 Murales Road
Santa Fe NM 87504

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Sender: Helen Dillen

Phone: 205.414.8100

Subject: Cert No. 85788632 - Certificate of Liability
Insurance: ImageTrend, LLC -

Date: 6/16/2025

No. of Pages: 2

URL: www.cacspecialty.com

If you should have any questions or need changes please send e-mail specifying changes needed to me at helen.dillen@cacspecialty.com as we can only accept change requests in writing. In your e-mail please include certificate number, Insured named and certificate holder name.

Helen Dillen
CAC Specialty

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.











Urgent-GB-200- Image Trend

Final Audit Report

2026-02-11

Created:	2026-02-10
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3w1YsdKjCdaiRxj92g0fEdTMAB0EDiSz

"Urgent-GB-200- Image Trend" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-02-10 - 6:54:08 PM GMT- IP address: 63.232.20.2
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