

ImageTrend, LLC

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #496

THIS SECOND AMENDMENT to that Agreement for Services #496 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "CLIENT"), and ImageTrend, LLC, a Minnesota limited liability corporation duly qualified to conduct business in the State of California, whose principal place of business is 1305 Corporate Center Drive, Suite 500, Eagan, Minnesota 55121, (hereinafter referred to as "IMAGETREND").

R E C I T A L S

WHEREAS, IMAGETREND has been engaged by CLIENT to provide emergency medical technician (EMT) license management services and software licensing for the Emergency Medical Services Department pursuant to Software Licensing Agreement #496, dated February 23, 2017, and First Amendment to Software Licensing Agreement #496, dated February 22, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "AGREEMENT");

WHEREAS, the parties hereto desire to amend the AGREEMENT to modify the Original Contract and CLIENT's existing product orders by including new product items and increasing the not-to-exceed compensation amount of the Agreement by \$96,407, for a total not-to-exceed amount of \$797,441.08, adding **Exhibit A2, Order Form**;

WHEREAS, the parties hereto desire to amend the AGREEMENT to modify the section to add language concerning the final invoice, amending **Section 7, Fees**;

WHEREAS, the parties hereto desire to amend the AGREEMENT to update the contract administrator for CLIENT, amending **Section 17, Notices** and **Section 34, Administrator**;

WHEREAS, the parties hereto desire to amend the AGREEMENT to include the California Levine Act, amending **Section 24, Conflict of Interest** and adding **Exhibit E, California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, CLIENT and IMAGETREND mutually agree to amend the terms of the AGREEMENT in this Second Amendment to Agreement for Services #496 on the following terms and conditions:

- I. **Exhibit A, Pricing Agreement, and Exhibit A1, Pricing Agreement, Work Order Attachment, and Data Exchange Authorization**, is amended to include **Exhibit A2, ORDER FORM**, attached hereto and incorporated herein by reference. All references to Exhibit A and Exhibit A1 throughout the AGREEMENT shall read Exhibit A and Exhibit A1 and Exhibit A2.
- II. **Section 7, Fees**, of the AGREEMENT is modified to include the following paragraph:

- E. For all contracted recurring fees under this AGREEMENT, the final invoice shall be prorated to align with the ending term of this AGREEMENT.

III. Section 17, Notices, of the AGREEMENT is amended to read as follows:

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT: County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

ATTENTION: Michele Weimer
Procurement and Contracts Manager

And

County of El Dorado
Emergency Medical Services Agency
2900 Fairlane Court
Placerville, California 95667

ATTENTION: Kristine Oase-Guth
EMS Manager, MHOAC

Notices shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

IV. Section 24, Conflict of Interest, of the AGREEMENT is amended to read as follows:

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. IMAGETREND attests that it has no current business or financial relationship with any CLIENT employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any employee(s) during the term of this Agreement. CLIENT represents that it is unaware of any financial or economic interest of any public officer or employee of IMAGETREND relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination, and Cancellation".

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), IMAGETREND shall complete and sign the attached Exhibit E, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by IMAGETREND, if any, to any officer of CLIENT.

V. **Section 34, Fees**, of the AGREEMENT is amended to read as follows:

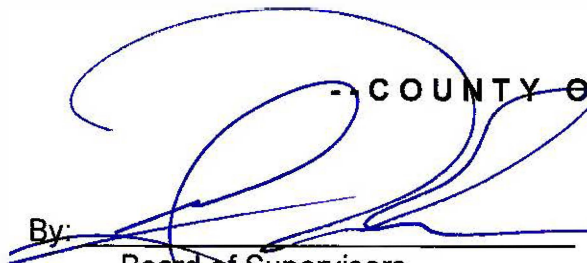
Administrator:

The County Officer or employee with responsibility for administering this Agreement is:

Kristine Oase-Guth
EMS Manager, MHOAC
2900 Fairlane Court
Placerville, California 95667

Except as herein amended, all other parts and sections of Agreement for Services #496 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #496 on the dates indicated below.


By: _____ Dated: 11/4/25
Board of Supervisors
"CLIENT"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By:  Dated: 11/4/25
Deputy Clerk

--IMAGETREND, LLC--

By:  Dated: 10/23/2025
Jon Sachs
Chief Financial Officer
"IMAGETREND"

ImageTrend, LLC

Exhibit A2

ORDER FORM

Prepared For:		Bill To:	
Kristine Oase-Guth El Dorado County EMS Agency (CA) 2900 Fairlane Ct., Placerville, California, United States, 95667 kristine.oase@edcgov.us		El Dorado County EMS Agency (CA) 2900 Fairlane Ct., Placerville, California, United States, 95667	
Salesperson		Quote Number	Order Form Date
Mike Tamasi Senior Enterprise Account Executive		Q-13034vl	July 24, 2025
Contract Effective Date		Subscription Term (Months)	
Date of the last signature on this Amendment		12	

One Time Fees

Description	Qty	Fee Type	Unit Price	Total
License Management Setup	1	One Time	\$22,525.00	\$22,525.00
			Total Net Price	\$22,525.00

Recurring Fees

Description	Qty	Fee Type	Unit Price	Total
License Management SaaS	1	Recurring	\$36,040.00	\$36,040.00
			Total Net Price	\$36,040.00

Payment Terms:

- One Time fees are due upon Amendment signature.
- Recurring Fees listed above are annual fees which recur each year and are due upon Amendment signature. Recurring Fees listed above are due annually on the anniversary of the execution of the Amendment. The Recurring Fees listed above will escalate in price annually by five percent (5%) one (1) year from execution of this amendment and each year thereafter.

Total License Management SaaS:	\$36,040.00
Total License Management Setup:	\$22,525.00
Total Licenses Added	\$58,565.00
Total Amount Not to Exceed, as amended:	\$797,441.08

ImageTrend, LLC**Exhibit E****California Levine Act Statement****California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

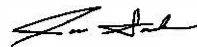
Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/23/2025

Date

ImageTrend, LLC

Type or write name of company



Signature of authorized individual

Jon Sachs, CFO

Type or write name of authorized individual