

Dane County Contract Cover Sheet

Revised 01/2025

Res 218

Dept./Division	Emergency Mangement/EMS		
Vendor Name	City of Madison	MUNIS #	1384
Brief Contract Title/Description	IGA between Dane County and City of Madison Fire Department for ImageTrend Elite Platform		
Contract Term	1/1/26-12/31/26 Automatic annual renewal		
Contract Amount	Approximately \$31,000		

Contract # Admin will assign	16001
Type of Contract	
☐	Dane County Contract
☒	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Carrie Meier	Name	Brent Sloat
Phone #	608-266-5374	Phone #	608-266-4777
Email	meier.carrie@danecounty.gov	Email	bsloat@cityofmadison.com
Purchasing Officer	ppatten		

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$45,000 (N/A to Public Works)		
	☐ Cooperative Contract	Contract Name & #	
	☒ N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	605	Org: EMEMS	Obj: 20808	Proj:	\$ 31,000.00
			Org:	Obj:	Proj:	\$
	Year	2026	Org:	Obj:	Proj:	\$

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	218
	☐ A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☒ Modifications and reviewed by: Dave Gault	☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Tubbs, Charles	Digitally signed by Tubbs, Charles Date: 2025.11.12 14:00:43 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/12/25	Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, November 14, 2025 10:06 AM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #16001
Attachments: 16001.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/14/2025 11:03 AM	Approve: 11/14/2025 11:03 AM
	Patten, Peter	Read: 11/14/2025 10:19 AM	Approve: 11/14/2025 10:42 AM
	Gault, David	Read: 11/14/2025 10:09 AM	
	Cotillier, Joshua		
	Stavn, Stephanie	Read: 11/14/2025 10:36 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16001
Department: Emergency Management
Vendor: City of Madison
Contract Description: IGA for access to the ImageTrend Elite Platform (Res 218)
Contract Term: 1/1/26 – 12/31/26 with automatic renewals
Contract Amount: \$31,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

Goldade, Michelle

From: Pabellon, Carlos
Sent: Friday, November 14, 2025 11:24 AM
To: Goldade, Michelle
Subject: Approve: Contract #16001

I have also reviewed this on behalf of Risk Management?

**AUTHORIZE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MADISON
FIRE DEPARTMENT TO MAINTAIN A MASTER AGREEMENT WITH IMAGETREND
FOR COUITY-WIDE ELITE PLATFORM**

Dane County Emergency Medical Services (EMS) agencies collect data on every emergency response using an electronic data system. While most services use the county-provided ImageTrend software, others use either a third-party vendor or the software offered by their billing company. The Dane County EMS system historically receives over 45,000 patient care reports each year, which serves as an invaluable dataset to inform public safety and local healthcare systems of community trends and patient care improvements. This agreement supports a central county-sponsored data collection system for EMS and will enhance the Dane County EMS office's ability to rapidly asses and act on trends in our community while providing much-needed financial relief to local public safety agencies. Examples of current projects that would benefit with a single EMS data system include Opioid Overdose Tracking and Intervention, Cardiac Arrest, and Infectious Disease Monitoring.

The City of Madison Fire Department currently houses the master agreement with ImageTrend. This agreement provides access to the Elite Platform which is used to gather data from all of the EMS agencies in Dane County and their vendors.

NOW, THEREFORE, BE IT RESOLVED that the intergovernmental agreement for the ImageTrend Elite Platform access provided through the City of Madison be approved and that the County Executive and the County Clerk be authorized to sign this agreement.

BE IT FURTHER RESOLVED that the Dane County Emergency Management Department be directed to ensure complete performance of the agreement.

DANE COUNTY CONTRACT # 16001

Revised 11/2024



of Pages Including Schedules:

6

Expiration Date:

December 31, 2025

Authority:

Res. # 2025 RES - 218

Department:

Emergency Management

Maximum Cost:

\$31,000 annually +
increases

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and City of Madison (hereafter, "CITY"),

W I T N E S S E T H :

WHEREAS COUNTY, whose address is 2982 Kapec Road, Fitchburg, WI 53719, desires to reimburse the CITY for Elite Platform services provided by ImageTrend; and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CITY do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. The Agreement shall automatically renew on an annual basis unless notice of non-renewal is provided in writing by either party at least 60 days prior to the expiration date. CITY shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of CITY to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. CITY agrees to provide the services detailed in the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict the terms of Schedule A, to the extent of any conflict, are controlling.
- B. CITY shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, CITY agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. CITY agrees to secure at CITY's own expense all personnel necessary to carry out CITY's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER:

CITY shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for

money due or to become due CITY from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to CITY shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. CITY shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of CITY to fulfill any of its obligations under this Agreement in a timely manner, or violation by CITY of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to CITY.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by CITY of any State, Federal or local law, or failure by CITY to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by CITY to carry applicable licenses or certifications as required by law.
 - 3. failure of CITY to comply with reporting requirements contained herein.
 - 4. inability of CITY to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by CITY under this Agreement shall at the option of COUNTY become the property of COUNTY, and CITY shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY, and COUNTY may withhold any payments to CITY for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by CITY under this Agreement.

VI. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VII. NO MUTUAL INDEMNIFICATION:

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its

employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of CITY and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

IX. NON-DISCRIMINATION:

During the term of this Agreement, CITY agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). CITY agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

X. CIVIL RIGHTS COMPLIANCE:

- A. If CITY has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the CITY shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. CITY shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. CITY shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. CITYs who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If CITY submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of CITY'S Plan is sufficient.
- B. CITY agrees to comply with the COUNTY's civil rights compliance policies and procedures. CITY agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the CITY. CITY agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. CITY further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. CITY shall post the Equal Opportunity Policy, the name of CITY's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees.

CITY shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. CITY shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If CITY is a government entity having its own compliance plan, CITY'S plan shall govern CITY'S activities.

XI. COMPLIANCE WITH FAIR LABOR STANDARDS:

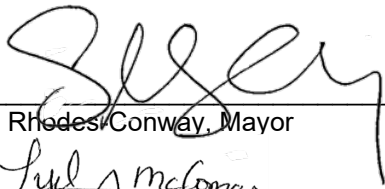
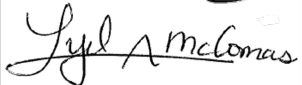
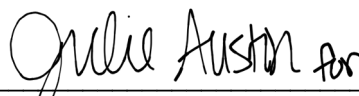
- A. Reporting of Adverse Findings. During the term of this Agreement, CITY shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that CITY has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects CITY'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. CITY may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. CITY shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XII. MISCELLANEOUS:

- A. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- B. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- C. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and CITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR CITY:

 _____ Satya Rhodes-Conway, Mayor	11/07/2025	_____ Date Signed
 _____ Lydia McComas, City Clerk		11/04/2025 _____ Date Signed
 _____ David P. Schmiedicke, Finance Director		11/5/2025 _____ Date Signed
		11/06/2025
_____ Michael Haas, City Attorney		_____ Date Signed
 _____ Eric T. Veum, Risk Manager		11/5/2025 _____ Date Signed

* * *

FOR COUNTY:

_____ Melissa Agard, Dane County Executive	_____ Date Signed
_____ Scott McDonell, Dane County Clerk	_____ Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Work, Pricing Structure and Payment

1. The CITY shall maintain a master agreement with ImageTrend for the county-wide Elite platform on an on-going basis.
2. This AGREEMENT shall automatically renew on an annual basis.
3. The COUNTY shall provide the CITY with backup database files via the Data Mart on a recurring schedule as agreed upon by both the CITY and COUNTY (monthly, quarterly, etc.).
4. The COUNTY shall reimburse the CITY for the following services that the CITY contracts with ImageTrend for:
 - a. Elite Field Support
 - b. Elite Rescue Billing Integration Support
 - c. Elite Rescue CAD Integration Support
 - d. Elite Mapping Transactions
 - e. Elite Rescue Support
 - f. Elite Rescue Visual Informatics
 - g. Elite Rescue Visual Informatics Support
 - h. Elite EMS Billing Integration Support
 - i. Data Mart Fire and EMS Licensing & Delivery
 - j. Elite EMS Hosting
 - k. Elite EMS Support
5. The CITY must provide proof of payment of the invoices sent by ImageTrend for the above items as well as an invoice from the CITY to COUNTY for reimbursement.
 - a. Ad-hoc services and products purchased by the CITY outside of the above items will not be eligible for reimbursement.
 - b. The items included above may be revised as-needed and as agreed upon by both the CITY and COUNTY.
 - c. The language of invoices sent by ImageTrend are subject to change, and the above items reflect the language included in the most recent invoices sent by ImageTrend as of February 2025.
 - d. Items above may be renamed or adjusted to better match the invoice language as needed when agreed upon by both the CITY and COUNTY.
6. It is anticipated that the annual cost will be approximately \$31,000 plus any increases in future years.
 - a. Actual annual reimbursed costs from the COUNTY to CITY are subject to increases from the master agreement between CITY and ImageTrend.