

**SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 14<sup>th</sup> day of February, 2017, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and ECS IMAGING, INC., a California corporation (Consultant). The City and the Consultant are collectively referred as the "Parties" in this Amendment.

**RECITALS**

WHEREAS, City and Consultant entered into an Agreement dated February 29, 2016, for Laserfiche implementation and consulting services; and

WHEREAS, City and Consultant desires to extend the Time for Performance to October 1, 2017.

**AMENDMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein, and for good and valuable consideration hereby acknowledged, the Parties hereby agree that the aforesaid Agreement is amended as follows:

1. Section 2. Term of Agreement and Time for Performance of the Agreement shall be amended to extend the termination date to October 1, 2017.

2. This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

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By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: Bryan Horn

Name: Bryan Horn

Title: CIO

ECS Imaging, INC.,  
a California corporation

By: James Pappas

Name: JAMES PAPPAS

Title: CEO/CFO

(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: Marco Martinez

Deputy Marco Martinez  
2/15/17

By: Debbi Bodewin

Name: DEBBI BODEWIN

Title: Exec. VP / SECRETARY

(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Brandon Collet 2/14/17

Brandon Collet Date  
Deputy City Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Bryon Horn  
Assistant CIO  
2600 Fresno Street, Room 1059  
Fresno, CA 93721  
Phone: (559) 621-7119  
FAX: (559) 457-1045

CONSULTANT:  
ECS Imaging, Inc.  
Attention: Debbi Bodewin  
Executive Vice President  
5905 Brockton Ave. Suite C  
Riverside, CA 92506  
Phone: (951) 787-8768  
FAX: (951) 787-0831

Attachment:  
Agreement City of Fresno, California Consultant Services