

## FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 (Agreement); and

WHEREAS, the Agreement was amended on September 13, 2016, February 14, 2017, and September 28, 2017 (Amendments); and

WHEREAS, City and Consultant desire to extend the Time for Performance to March 31, 2019; and

WHEREAS, City desires to expand the scope of work to include additional Laserfiche implementation services in the Finance department beyond what Consultant previously provided.

### AMENDMENT

NOW, THEREFORE, 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 March 31, 2019.

2. Consultant shall provide additional services to include implementation and consulting in Finance as described in **Attachment A**, attached hereto and incorporated herein by reference.

3. Consultant's compensation for performance of all services required or rendered pursuant to this Amendment shall not exceed Thirteen Thousand Five Hundred Dollars (\$13,500.00).

4. 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 and the Amendments, 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.

[Signatures follow on the next page.]

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

ECS Imaging, INC.,  
a California corporation

By: \_\_\_\_\_  
Bryon Horn  
Chief Information Officer

By: James Pappas

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Name: James Pappas

By: Brandon M. Collet 6/11/18  
Date  
Senior Deputy City Attorney

Title: CEO/CFO  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres.)

ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

By: Debbi Bodewin

Name: Debbi Bodewin

By: \_\_\_\_\_  
Date  
Deputy

Title: Executive VP/Secretary  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

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

Attachments:  
Agreement City of Fresno, California Consultant Services  
Attachment A – Scope of Work  
First Amendment  
Second Amendment  
Third Amendment