

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 28<sup>th</sup> day of September, 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 desire to extend the Time for Performance to June 30, 2018; and

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

#### 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 June 30, 2018.
2. Consultant shall provide additional services to include implementation and consulting in Public Works divisions 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 Seventy Thousand Dollars (\$70,000.00).
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, 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.


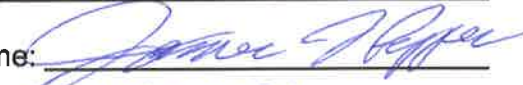

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by this Amendment.

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

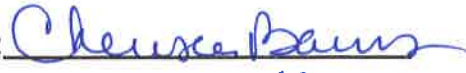
ECS Imaging, INC.,  
a California corporation


By:   
Bryon Horn  
Chief Information Officer

By:   
Name:   
Title: 

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

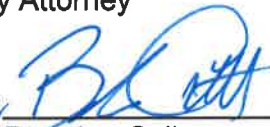
ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By:   
10.2.17

By:   
Name: DEBBI BODEWIN

Title: EXECUTIVE VP, SECRETARY  
(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  10/2/17  
Date  
Brandon Collet  
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

Attachments:  
Agreement City of Fresno, California Consultant Services  
Phase III SOW  
First Amendment  
Second Amendment



# ***City of Fresno Public Works Phase III***

## **Statement of Work**

### **Laserfiche Design & Development Consultation**

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Author:

Debbi Bodewin, Executive VP

John Phillips, Project Manager

Creation Date: 8-8-17

This information is confidential and proprietary to ECS Imaging, Incorporated. The intent is only for the customer and the information contained herein (the 'Proprietary Information') is highly confidential and proprietary to and constitutes trade secrets of ECS Imaging, Inc.. This information shall not be published, communicated, disclosed or divulged to any person, firm, corporation or other legal entity, directly or indirectly, without the prior written consent of ECS Imaging, Inc. Management.



## Project Statement

Provide design and development consultation for the City of Fresno Public Works Department for selected divisions.

## Scope Definition

The following scope of the project includes:

- General project management from ECS
- Generate folder structure, template fields, Workflow and QuickFields design and development

## Scope of Work

All estimated days and hours are outlined below by Division. The tasks below are meant to provide a general overview to help all stakeholders better understand the time and document type involved to complete all of the below tasks. The days allocated per Division below are subject to change.

### City of Fresno Public Works - Laserfiche Design & Development Consultation

Group	Activity	Days	Notes
Accounting	Automate Vouchers	1	majority of work completed
Accounting	Automate Time Sheets	1	
Accounting	Automate Journals	1	
Accounting	Automate Purchase Order	1	
Accounting	Automate Daily Receipt Report	1	
CM	Automate Change Order	2	pending review of actual file locations
CM	Automate Contract	2	pending review of actual file locations
CM	Automate Recap	2	pending review of actual file locations
CM	Automate Weekly	2	pending review of actual file locations
Capital	Import Grant Documents	2	pending review of actual documents
Capital	Automated Email - E76	1	
Capital	Automated Email - CalTrans	1	
Capital	Automated Email - RFA	1	
Traffic	Import Right of Way docs	3.5	pending review of actual documents
Traffic	Import Timing Cards	3.5	pending review of actual documents
Traffic	Additional template(s)	2	separate Transportation Permits, etc
Entitlements	Clean up imported Entitlement data	3	remainder of Louise's files
All Divisions	Consulting to identify final scope.	5	Depends on errors or additional features identified by users
	Fix or modify, as needed		
		<b>35</b>	

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## Summary of Installation Hours

ECS – 35 Days/ 280 Hours. Hours onsite are utilized in 8 hour increments with a 4 day minimum consecutively.

## Estimated Deliverable Schedule – Laserfiche Configuration

The deliverable schedule will be determined at a later time based on availability of City of Fresno Divisions and ECS Project Staff. The project is planned to start after October 1, 2017.

## Items out of Scope

Items beyond scope are those items which are not included in the Statement of Work. They include but are not limited to:

- Costs associated with troubleshooting OS or hardware issues related to the workstations or servers
- Resolving any issues not related to Laserfiche, including but not limited to Windows permissions, network permissions, network hardware, server or client hardware, or other 3<sup>rd</sup> party infrastructure hardware or software

\*Any items out of scope will be considered as separate labor from the services agreed upon for this project and may require additional approval and review before proceeding. The project's primary requirements take precedence over any additional items requested that are out of scope to maintain the project timeline and ensure deliverable expectations are met.

## Location of Work

Work will be completed both on site at the City of Fresno site and at ECS Corporate Offices.

## Payment Details and Terms

Payment is based on the terms included in the original quote at a rate of \$1,800 per day (travel included). Each week is invoiced once completed or in 40 hour increments approximately.