

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 13 day of September, 2016, 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.

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.

### **RECITALS**

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

WHEREAS, Consultant has satisfactorily performed the Scope of Services described in the Agreement; 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. Consultant shall provide additional services to include implementation and consulting in additional Public Works divisions as described in Statement of Work (Attachment A), attached hereto and incorporated herein by reference.

2. Consultant's compensation for performance of all services required or rendered pursuant to this Amendment shall not exceed \$36,000.

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

By: James F. Pappas

Name: Bryon Horn

Name: JAMES F. PAPPAS

Title: CIO

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

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: Debbi Bodewin

By: Cindy Bruer 9/13/16  
Deputy

Name: Debbi BODEWIN

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Seth Mehrten for 8/11/16  
Seth Mehrten 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

Attachments:  
Attachment A – Statement of Work

## Attachment A



# ***City of Fresno Public Works (extended contract- phase II)***

## **Statement of Work**

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

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Author:

John Phillips, Project Manager

Creation Date: 7/20/2016

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.



# Attachment A

## 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, workflow and QuickFields design and development

## Scope of Work

All dates are estimated from the proposed starting date. The dates below are meant to provide a general timeline to help all stakeholders better understand the time required to complete all of the below tasks. The dates below are subject to change.

## Estimated Deliverable Schedule – Laserfiche Installation and Configuration

The current deliverable schedule is estimated based on the assumption that all required hardware is in place.

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

Milestone	Task	Est. Time Required (ECS hours)	Est. Time Required (Non ECS hours)	Assigned To	Elapsed Time
<b>1</b>	<b>Week 1 – Consultation – Landscape/Medians&amp; Facilities</b>	<b>40</b>	<b>24</b>		
1.1	Design meeting	8	8	ECS	Day 1
1.2	Folder, template & workflow development	8		ECS	Day 2
1.3	Template & workflow review	8	8	ECS	Day 3
1.4	Template & workflow revisions	8		ECS	Day 4
1.5	Training, documentation and revisions, as needed	8	8	ECS	Day 5
<b>2</b>	<b>Week 2 – Consultation – Streets &amp; TSSL</b>	<b>40</b>	<b>24</b>		
2.1	Design meeting	8	8	ECS	Day 1
2.2	Folder, template & workflow development	8		ECS	Day 2
2.3	Template & workflow review	8	8	ECS	Day 3
2.4	Template & workflow revisions	8		ECS	Day 4
2.5	Training, documentation and revisions, as needed	8	8	ECS	Day 5

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<b>3</b>	<b>Week 3 – Consultation – Traffic Data Import Existing Records</b>	<b>40</b>	<b>20</b>		
3.1	Design meeting; workflow development	8	4	ECS	Day 1
3.2	Design & review; workflow development	8	4	ECS	Day 2
3.3	Design & review; workflow development	8	4	ECS	Day 3
3.4	Design & review; workflow development	8	4	ECS	Day 4
3.5	Design & review; workflow development	8	4	ECS	Day 5
<b>4</b>	<b>Week 4 – Training, deployment, debugging</b>	<b>40</b>	<b>20</b>		
4.1	User training; Review results; Revise as needed	8	4	ECS	Day 1
4.2	User training; Review results; Revise as needed	8	4	ECS	Day 2
4.3	User training; Review results; Revise as needed	8	4	ECS	Day 3
4.4	User training; Review results; Revise as needed	8	4	ECS	Day 4
4.5	User training; Review results; Revise as needed	8	4	ECS	Day 5
<b>Total Hours</b>		<b>160</b>	<b>88</b>		

### Summary of Installation Hours

ECS – 160 Hours. Hours onsite are utilized in 8 hour increments with a 4 day minimum consecutively.

City of Fresno Public Works – 88 Hours

### Estimated Deliverable Schedule – Laserfiche Installation and Configuration

The current deliverable schedule is estimated based on the assumption that all required hardware is in place.

### 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.

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# Attachment A

## 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 \$1800 per day (travel included). Each week is invoiced once completed.

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