

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 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: James F. Pappas

Name: James F. Pappas

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

By: Debbi Bodewin

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: _____
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

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