

1st AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of _____, 20____, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and ECS Imaging, a (California corporation) whose address is 5905 Brockton Ave., Ste. C, Riverside, CA 92506, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On the 31st of October, 2016, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$164,295.

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 31st of October 2016, and shall terminate 1st day of November, 2026, unless terminated earlier as set forth herein.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-1 as requested. The Provider acknowledges that the work plan included in Exhibit A-1 is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A-1 and incorporated herein by this reference.

b. Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment consistent with the terms of those agreements. Additionally, Provider shall be compensated for the First Amendment, covering services performed during the period between, at the annual rate set forth in Exhibit A of the First Amendment. Compensation for services performed pursuant to the First Amendment

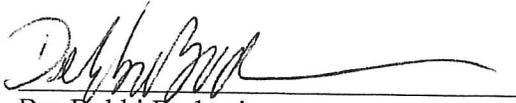
ECS IMAGING
A California Corporation



By: William Wolfe
Title: President

CITY OF ALAMEDA
A Municipal Corporation

By: Eric Levitt
City Manager



By: Debbi Bodewin
Title: CEO

RECOMMENDED FOR APPROVAL:



By: Carolyn T. Hogg
IT Director

APPROVED AS TO FORM:
City Attorney

By: Alan M. Cohen
Assistant City Attorney

 ECS IMAGING, INC. WORLD CLASS SOLUTION PROVIDER	877-790-1600 5905 Brockton Ave. Ste. C Riverside, CA 92506 www.ECSimaging.com	Quote Rio
	Quotation For Name: Carolyn Hogg Company: City of Alameda Phone: E-mail:	

Description of Product and Services
 Upgrade existing Laserfiche United (Legacy version) Software to Laserfiche RIO (current version) see additional features included in attachment.

Software
 Rio includes Workflow, Web Access, Mobile, Adv. Audit Trail, Digital Signatures, Discussions, Unlimited Servers & Repositories, Forms Essentials

SKU	Description	Unit Price	Quantity	Line Total
ENFPL50	Laserfiche Rio Pilot Named Full Users (50-99 users)	\$ 970.00	65	\$ 63,050.00
EPLS2	Laserfiche Rio Public Portal for 2 Laserfiche Servers	\$ 50,000.00	1	\$ 50,000.00
ECNC	Laserfiche Connector (50-99 users)	\$ 48.50	65	\$ 3,152.50
EPRM	Laserfiche Forms Professional Full User (50-99 users)	\$ 97.00	65	\$ 6,305.00
EPRM	Laserfiche Forms Portal Add-on	\$ 7,995.00	1	\$ 7,995.00
QC1	Laserfiche Quick Fields Core	\$ 5,000.00	1	\$ 5,000.00
QFA	Laserfiche Quick Fields Agent	\$ 10,000.00	1	\$ 10,000.00
IA	Laserfiche Import Agent	\$ 1,500.00	1	\$ 1,500.00
Trade-in Credit		\$ (109,430.00)		
			Software Subtotal	\$ 37,572.50

Annual Maintenance and Licensing

SKU	Description	Unit Price	Quantity	Line Total
ENFPL50B	Laserfiche Rio Pilot Named Full Users (50-99 users) LSAP	\$ 194.00	65	\$ 12,610.00
EPLS2B	Laserfiche Rio Public Portal for 2 Laserfiche Servers LSAP	\$ 10,000.00	1	\$ 10,000.00
ECNCB	Laserfiche Connector (50-99 users) LSAP	\$ 9.70	65	\$ 630.50
EPRMB	Laserfiche Forms Professional Full User (50-99 users) LSAP	\$ 19.40	65	\$ 1,261.00
EPRMB	Laserfiche Forms Portal Add-on LSAP	\$ 1,600.00	1	\$ 1,600.00
QC1B	Laserfiche Quick Fields Core LSAP	\$ 1,000.00	1	\$ 1,000.00
QFAB	Laserfiche Quick Fields Agent LSAP	\$ 2,000.00	1	\$ 2,000.00
IAB	Laserfiche Import Agent LSAP	\$ 300.00	1	\$ 300.00
ECSGOLD	*ECS GOLD Priority Support	\$ 175.00	80	\$ 14,000.00
			Annual Maintenance Subtotal	\$ 43,401.50

Hardware

SKU	Description	Unit Price	Quantity	Line Total
Hardware Subtotal \$ -				

Professional Services

SKU	Description	Rate	Quantity	Line Total
ECST	ECS Turn-key Configure, Consulting, Project Mgmt & Training	\$ 3,600.00	1.00	\$ 3,600.00
			Professional Services Subtotal	\$ 3,600.00

Special Terms
 Install all software above (3 Repositories for PD, AMP, City), data migration from AMP & PD to Main Rio VM Servers, user training City, PD, AMP = system admin together, search, Scan/ index all divisions together) Current available Gold Support hours will be used as needed for data upload to cloud & project needs beyond above quoted amount.

	Subtotal	\$	84,574.00
Tax Rate Software Only (Download Only)	0.000%	Tax	\$ -
Software is only available via download and is not subject to CA sales tax		Shipping	\$ -
			Total \$ 84,574.00

Billing Terms:
 *Software & Maintenance billed 100% at project start. *Services billed 50% up front minimally w/ remaining Services as incurred. *Standard Processing fee added to credit card payments
Annual Priority Support Contract Includes
 o Maximum 4 Hour Response Time - Upgraded from 24 hours with traditional LSAP support o Two free admissions to the ECS Annual Customer Conference along with Free Admission to Quarterly User Groups
 o Live Hours of support are 7:30am - 5:00pm PST M-F o Monthly E-Newsletter
 o Unlimited Phone and E-mail Support o On-site/remote support hours included as quoted. On-site within next business day as needed. Additional hours of support purchased at a discounted hourly rate. Customers not under this plan can purchase on-site hours at \$250/hour with a 1 hour minimum for remote support, and an 8 hour minimum onsite charge in addition to travel expenses.
 o On-site time is calculated to the nearest half hour and minimum onsite calculation is between 2-8 hours depending on the location
 o On-site time can be used for remedial training, installing updates, and consulting, in addition to support
 o ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.
Hardware Return Policy:
 Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days o 15% restocking fee may apply. Defective hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.

Trade in Item	Qty	Cost	Total
Weblink	1	\$7,991.00	\$7,991.00
LF Plus	1	\$3,825.00	\$3,825.00
LF Full Users	55	\$548.00	\$30,140.00
Import Agent	1	\$1,491.00	\$1,491.00
Email Plug in	18	\$80.00	\$1,440.00
Snapshot	55	\$100.00	\$5,500.00
Quick Fields	1	\$491.00	\$491.00
Scan Connect	2	\$165.00	\$330.00
Quick Fields Agent	1	\$9,991.00	\$9,991.00
Zone OCR	1	\$2,791.00	\$2,791.00
Real time look up	1	\$591.00	\$591.00
Retrieval Users	50	\$217.00	\$10,858.00
RME Server	1	\$20,000.00	\$20,000.00
Addl RME Server	2	\$3,000.00	\$6,000.00
Web Client	1	\$7,991.00	\$7,991.00
			\$109,430.00