

2nd AMENDMENT TO AGREEMENT

This Second Amendment of the agreement, entered into this ____ day of _____, 2022, 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 "the 2016 agreement"). The 2016 agreement provided for an annual compensation not to exceed \$32,859, with a 5-year compensation not to exceed \$164,295.

B. On November 18, 2021, the first amendment to the 2016 agreement was entered into by and between City and Provider (hereinafter "First Amendment"). The First Amendment extended the term of the 2016 agreement until November 1, 2026 and provided for a total 10-year compensation not to exceed \$422,473.00.

C. Provider has provided services to City under the 2016 agreement as amended continuously since October 31, 2016.

D. City and Provider desire to modify the 2016 agreement on the terms and conditions set forth herein.

E. Collectively, the 2016 agreement as amended by the First Amendment and this Second Amendment shall be referred to herein as the "Agreement"

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

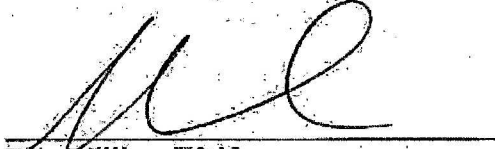
1. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:
 - a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A-1 and incorporated herein by this reference.
 - b. Provider shall be compensated for the services performed in accordance with the original 2016 agreement and the First Amendment consistent with the terms of those agreements. Additionally, Provider shall be compensated for the Second Amendment, as set forth in Exhibit A of the Second Amendment, which describes a one-time upgrade fee of \$25,000 and an annual renewal fee of \$5,000 per year for four years.
 - c. The total 10-year compensation for services for this Agreement shall not exceed **\$467,473.00**.
4. Except as expressly modified herein, all other terms and covenants set forth in the

Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

ECS IMAGING
A California Corporation



By: William Wolfe
Title: President

CITY OF ALAMEDA
A Municipal Corporation

By: Nancy Bronstein
Interim City Manager




By: Debbi Bodewin
Title: CEO


RECOMMENDED FOR APPROVAL:



By: Carolyn T. Hogg
IT Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

2753DA3A4204460
Elizabeth A. Mackenzie
Chief Assistant City Attorney

 ECS IMAGING, INC. WORLD-CLASS SOLUTION PROVIDER	877-790-1600 5905 Brockton Ave. Ste. C Riverside, CA 92506 www.ECSImaging.com	<h1>Quote</h1> <p>Rio</p> <p>Q2 2022 V.2</p>
	Quotation For Name: Company: Phone: E-mail:	

Description of Product and Services

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
EPLS2	Laserfiche Rio Public Portal for 2 Laserfiche Servers	\$ 50,000.00	-1	\$ (50,000.00)
EPLSX	Laserfiche Rio Public Portal for Unlimited Laserfiche Servers	\$ 75,000.00	1	\$ 75,000.00
Software Subtotal				\$ 25,000.00

Annual Maintenance and Licensing

SKU	Description	Unit Price	Quantity	Line Total
EPLS2B	Laserfiche Rio Public Portal for 2 Laserfiche Servers LSAP	\$ 10,000.00	-1	\$ (10,000.00)
EPLSXB	Laserfiche Rio Public Portal for Unlimited Laserfiche Servers LSAP	\$ 15,000.00	1	\$ 15,000.00
Annual Maintenance Subtotal				\$ 5,000.00

Hardware

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

Professional Services

SKU	Description	Rate	Quantity	Line Total
Professional Services Subtotal				\$ -

Special Terms

Subtotal	\$ 30,000.00
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	\$ 30,000.00

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

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> o Maximum 4 Hour Response Time - Upgraded from 24 hours with traditional LSAP support o Live Hours of support are 7:30am - 5:00pm PST M-F o Unlimited Phone and E-mail Support 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. | <ul style="list-style-type: none"> o Two free admissions to the ECS Annual Customer Conference along with Free Admission to Quarterly User Groups o Monthly E-Newsletter 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. |
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Hardware Return Policy:

Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a 15% restocking fee may apply. Defective hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

OK JC

October 6, 2021

City of Alameda
2263 SANTA CLARA AVE
ALAMEDA CA 94501

Account Information:

Policy Holder Details :	ECS IMAGING, INC.
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY HUB INTERNATIONAL INS SVCS INC/PHS		NAMED INSURED ECS IMAGING, INC. 5905 BROCKTON AVE STE C RIVERSIDE CA 92506-1887	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.

POLICY NUMBER: 72 SBA KT6798



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

CITY OF CORONA, ITS OFFICERS, OFFICIALS, EMPLOYEES & VOLUNTEERS
ATTN: JOANN BAEZA
400 S VICENTIA AVE, STE 320
CORONA, CA 92882

CITY OF MARTINEZ, ITS OFFICERS, OFFICIALS, EMPLOYEES AND DESIGNATED
VOLUNTEERS
525 HENRIETTA ST
MARTINEZ CA 94553

CITY OF ALAMEDA
THE CITY COUNCIL, BOARDS, COMMISSIONS,
OFFICIALS, EMPLOYEES AND VOLUNTEERS
2263 SANTA CLARA AVE
ALAMEDA, CA 94501

CENTRAL BASIN MUNICIPAL WATER DISTRICT
THE DISTRICT, DISTRICTS GOVERNING BOARD OF DIRECTORS AND DISTRICTS
ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND
VOLUNTEERS

6252 TELEGRAPH RD
COMMERCE, CA 90040

CITY OF SOUTH EL MONTE AND ITS ELECTED OFFICIALS, EMPLOYEES,
SERVANTS, ATTORNEYS, DESIGNATED VOLUNTEERS, AND AGENTS SERVING AS
INDEPENDENT CONTRACTORS IN THE ROLE OF THE CITY OR AGENCY OFFICIALS
1415 SANTA ANITA AVE
SOUTH EL MONTE, CA 91733

CITY OF COLTON
650 N LA CADENA DR
COLTON, CA 92324

CITY OF VISTA
ATTN: CLAIRE LOPEZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2021

Acct#: 2405923

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365 PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____												
INSURER(S) AFFORDING COVERAGE													
INSURED ECS IMAGING, INC. 5905 BROCKTON AVE STE C RIVERSIDE, CA 92506-1887	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Ace American Insurance Co.</td> <td style="width: 20%;">NAIC # 22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Ace American Insurance Co.	NAIC # 22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A	C70083917	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

CITY OF ALAMEDA 2263 SANTA CLARA AVE ALAMEDA, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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