

1st AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of Nov, 2021, 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

shall not exceed **\$258,178**. Total Compensation for this Agreement shall not exceed **\$422,473**.

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

ECS IMAGING
A California Corporation

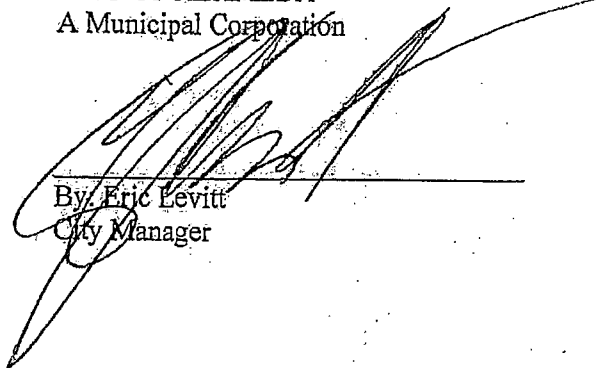


By: William Wolfe
Title: President



By: Debbi Bodewin
Title: CEO

CITY OF ALAMEDA
A Municipal Corporation



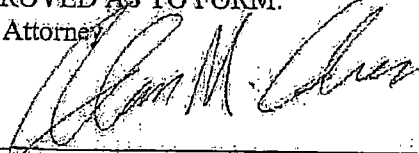
By: Eric Levitt
City Manager

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 SOLUTIONS PROVIDERS	177-750-1600 3903 Bruckman Ave Ste C Riverside, CA 92505 www.ECSimaging.com	Quote Q12022
	Quote Info Date: 9/7/2021 Quote Number: 60721 Valid Through: Form: ct 15 Account Manager: Pico H Phone: 925 588 754 E-mail:	
Client Information Name: Carolyn Hoag 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
EPL52	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
EFRM	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
EPL52B	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
EFRMB	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	\$ -
Shipping	\$ -
Total	\$ 84,574.00

Billing Terms:
 *Software & Maintenance billed 100% at project start. *Services billed 50% up front and 50% remaining services as incurred. *Standard Processing fee added to credit card payments
Annual Priority Support Contract includes
 o 24x7x365 4 Hour Response Time - Upgraded from 24 hours with traditional LSAP support
 o 150 Hours of support (9:30am - 5:00pm PST MT)
 o Unlimited Phone and E-mail Support
 o On-site time is calculated to the nearest half hour and minimum on-site 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 show some other hours support in rate 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 - 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.

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	\$10,850.00
RME Server	1	\$20,000.00	\$20,000.00
Adul RME Server	2	\$3,000.00	\$6,000.00
Web Client	1	\$7,991.00	\$7,991.00
			\$109,430.00



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

OK LC

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2021

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 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 HUB INTERNATIONAL INS SVCS INC/PHS 72165935 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED ECS IMAGING, INC. 5905 BROCKTON AVE STE C RIVERSIDE CA 92506-1887		INSURER(S) AFFORDING COVERAGE	
		NAIC# 11000	
		INSURER A: Sentinel Insurance Company Ltd.	
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			72 SBA KT6798	10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000	
	OTHER:						PRODUCTS - COM/PROP AGG	\$4,000,000	
A	AUTOMOBILE LIABILITY			72 SBA KT6798	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		72 SBA KT6798	10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$2,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT		
							E.L. DISEASE - EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER
 City of Alameda
 2263 SANTA CLARA AVE
 ALAMEDA CA 94501
CANCELLATION

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

Susan S. Castaneda

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ADDITIONAL REMARKS SCHEDULE

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	
	INSURER A: Ace American Insurance Co.	NAIC # 22667
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 ECS IMAGING, INC.
 5905 BROCKTON AVE STE C
 RIVERSIDE, CA 92506-1887

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	ADDITIONAL SUBROGATION	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"/> PROJECT <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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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"/> OTHER 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