

## 1<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> of October 2016, and shall terminate 1<sup>st</sup> 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 7<sup>th</sup> 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

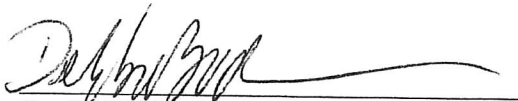
ECS IMAGING  
A California Corporation



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

