

FIRST AMENDMENT TO AGREEMENT

This AMENDMENT ONE to Agreement No. 15-020 (hereinafter "First Amendment") is made and entered into this 13th day of September, 2016, by and between the County of Fresno, a political subdivision of the State of California (hereinafter "COUNTY"), and ECS Imaging Inc., whose corporate address is 5905 Brockton Ave., Suite C, Riverside, CA 92506 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 15-020, dated January 6, 2015 (hereinafter "Agreement") pursuant to which COUNTY purchased from CONTRACTOR software licenses, installation, training, data conversion, and maintenance for Laserfiche software, which allows for document management; and

WHEREAS, COUNTY and CONTRACTOR now desire to execute this First Amendment to allow COUNTY to obtain additional Laserfiche services and to increase the maximum compensation amount accordingly.

NOW, THEREFORE, for good and valuable consideration, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

The portion of the existing Agreement No. 15-020, beginning on page 19, at subsection VII-G on line 6, with the word "Additional," and ending on line 14 with the word "CONTRACTOR," is hereby deleted and replaced with the following:

"Additional Service Fees shall only be paid to CONTRACTOR if any such services set forth hereinabove are performed by CONTRACTOR upon COUNTY's written request. In no event shall Additional Service Fees exceed **\$150,000** per year for each one year period of this Agreement.

H. TOTAL CONTRACT AMOUNT

In no event shall services performed under this Agreement be in excess of **\$1,500,000** during the entire possible five (5) year term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall

1 be borne by CONTRACTOR."

2 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the
3 Agreement, and that upon execution of this First Amendment, the Agreement and this First
4 Amendment shall together be considered the Agreement.

5 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
6 covenants, conditions and promises contained in the Agreement and not amended herein shall
7 remain in full force and effect.

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment One as of the day
2 and year first hereinabove written.

3
4 **CONTRACTOR**

5 

6 Debbi Bodewin, Executive Vice President

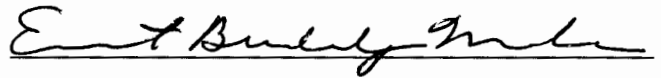
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8 James Pappas, Chief Financial Officer

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10
11 **DATE:** 8-22/2016

12
13 5905 Brockton Ave., Suite C
14 Riverside, CA 92506

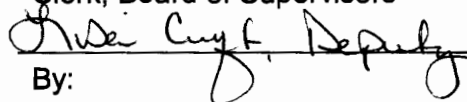
COUNTY OF FRESNO



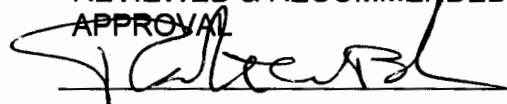
Ernest Buddy Mendes
Chairman, Board of Supervisors

DATE: September 13, 2016

ATTEST:
Bernice E. Seidel
Clerk, Board of Supervisors

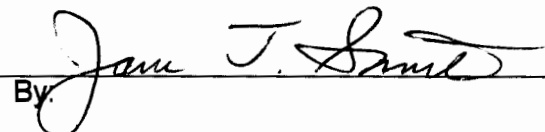

By:

**REVIEWED & RECOMMENDED FOR
APPROVAL**



Robert W. Bash,
Director of Internal Services/
Chief Information Officer

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, County Counsel

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21 
By:

APPROVED AS TO ACCOUNTING FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

24
25 
By:

26 **FOR ACCOUNTING USE ONLY:**

27 Org No.:8905
28 Account No./Fund:7311/1020/10000