

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and ECS Imaging, Inc., a California corporation (“Consultant”) is effective as of the ____ day of _____, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 15, 2021 (“Agreement”), whereby Consultant agreed to provide certain services to the City relating to the Laserfiche Cloud Professional software-as-a-service and associated professional services, for a total not-to-exceed Contract Sum of \$39,585 over the initial three-year term of the Agreement. The initial configuration, project management and training work was completed by, and the three-year software license periods commenced on, February 2, 2022.

B. As set forth in Exhibit “C” of the Agreement, the Contract Sum included licenses for six (6) “Laserfiche PF Cloud Professional Users (5-49)” at a price of \$830 per user per 12 months.

C. City and Consultant now desire to amend the Agreement to provide licenses for ten (10) additional “Laserfiche PF Cloud Professional Users (5-49),” at the same rate of \$830 per user per 12 months, for the period of February 2, 2023 to February 2, 2025, for a total cost of \$16,600 (\$8,300 per 12-month period), as more particularly detailed below. Accordingly, City and Consultant also desire to increase the Contract Sum by \$16,600, from \$39,585 to \$56,185, to fund these additional services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~ format).

A. Section 2.1 (Contract Sum) is amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Fifty-Six Thousand One Hundred Eighty-Five Dollars and No Cents (\$56,185.00)*** ~~Thirty Nine Thousand Five Hundred Eighty Five Dollars and Zero Cents (\$39,585.00)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Subsection A (Task A) of Section I of Exhibit “C” (Schedule of Compensation) is amended as follows:

I. The existing table is deemed amended to reflect that it applies to the period of February 2, 2022 to February 2, 2023 (Year 1).*

II. A new table is added, applicable to the 12-month period from February 2, 2023 to February 2, 2024 (Year 2)* and the 12-month period from February 2, 2024 to February 2, 2025 (Year 3), to read as follows:

Software-as-a-Service				
Laserfiche Cloud Professional Document Management and 100 GB storage per user for 5-49 users.				
Laserfiche Cloud Professional Tier includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email Archive, Starter Audit Trail+, Workflow & Forms Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent. Integrations with MS Office, SharePoint, Teams, MS Dynamics 365 & Retail. 50,000 RESTful web API calls/month.				
SKU	Description	Unit Price	Quantity	Line Total
CLENF2	Laserfiche PF Cloud Professional Users (5-49)	\$ 830.00	16	\$ 13,280.00
CLPALP	Laserfiche PF Cloud Weblink Public Portal (Up to 1,000 Views/month)	\$ 600.00	1	\$ 600.00
CLFPAL	Laserfiche PF Cloud Forms Portal (Up to 1,000 Submissions/mo)	\$ 1,800.00	1	\$ 1,800.00
CFPAR	Laserfiche PF Cloud Participant Users (10-199)	\$ 120.00	12	\$ 1,440.00
ECSGOLD	ECS GOLD Priority Support	\$ 175.00	17	\$ 2,975.00
Cloud Professional Subtotal				\$ 20,095.00

*Notwithstanding the foregoing, City and Consultant agree that the ten (10) additional “Laserfiche PF Cloud Professional Users (5-49)” will not be added for the City’s use until March 2, 2023, or the date of full execution of Amendment No. 4 to the Agreement, whichever is later. City and Consultant therefore agree that City will not be billed for these additional services until the first month during which these added services are actually provided, and will be entitled to proration for each month out of any 12-month period during which the additional services are not actually provided.

C. The total cost table at the end of Section I of Exhibit “C” (Schedule of Compensation) is amended as follows:

“Total Upfront Cost (Year 1)	\$15,995.00
Total Annual Cost (Years 2-3) (Years 4-5 too if term is extended)	\$20,095.00 \$11,795.00
TOTAL CONTRACT SUM	\$39,585.00 \$56,185.00

D. Section V of Exhibit “C” (Schedule of Compensation) is amended as follows:

“The total compensation for the Services shall not exceed **\$56,185.00** ~~\$39,585.00~~ as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after

the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

ECS IMAGING, INC., a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 5905 Brockton Avenue, Suite C
Riverside, CA 92506

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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STATE OF CALIFORNIA

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) _____ TITLE(S) <div style="margin-left: 100px;"> <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL </div>	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____ _____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE