

**AMENDMENT NO. 1 TO
AGREEMENT FOR PURCHASE, INSTALLATION, CONFIGURATION,
MAINTENANCE, SUPPORT AND TRAINING OF LASERFICHE SOFTWARE
SYSTEM AND DOCUMENT SCANNING SERVICES**

This Amendment No. 1 ("First Amendment") to the March 9, 2017 Agreement for Purchase, Installation, Configuration, Maintenance, Support and Training of Laserfiche Software System and Document Scanning Services ("Agreement") between the City of Jurupa Valley, a California municipal corporation ("City") and ECS Imaging, Inc., a California corporation ("Contractor") is dated January 17, 2019, and is between City and Contractor.

RECITALS

A. City and Contractor entered into the Agreement for, among other services, document scanning services.

B. City and Contractor desire to amend the Agreement to extend the term of the Agreement for one succeeding term of twelve (12) months and to modify the compensation amount.

The parties therefore agree as follows:

Section 1. Paragraph A of Section 1 of the Agreement is hereby amended to read as follows:

"A. Initial Term. Except for the license granted hereby for City's use of the Laserfiche software system described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full, this Agreement shall commence on March 28, 2017 through March 27, 2021 ("initial term"), unless extended or sooner terminated pursuant to the provisions of this Agreement."

Section 2. Paragraph B of Section 1 of the Agreement is hereby amended to read as follows:

"B. Extension of Term. The initial term of this Agreement may be extended for no more than one (1) succeeding term of twelve (12) months, by written agreement of Contractor and the City Council or the City Manager, as authorized, executed at least thirty (30) calendar days before expiration of any term. Nothing in this Agreement requires either party to extend this Agreement or to enter into negotiations regarding the extension of this Agreement."

Section 3. Paragraph B of Section 6 of the Agreement is hereby amended to read as follows:

"B. Document Scanning Services. City agrees to cause Contractor to be paid monthly for document scanning services, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon document scanning services actually performed during the period of March 28, 2017 through March 27, 2018 of the initial term of the

Agreement. For the period of March 28, 2018 through March 27, 2021, City agrees to cause Contractor to be paid monthly for document scanning services, in accordance with the payment rates and terms as set forth in this Paragraph B. The total compensation amount for the document scanning services shall not exceed (1) Two Thousand Two Hundred Fifty Dollars (\$2,250.00) for the period of March 28, 2017 through March 27, 2018 of the initial term of the Agreement, and (2) Twenty-Five Thousand Dollars (\$25,000.00) per 12-months for the period of March 28, 2018 through March 27, 2021 of the initial term of this Agreement, unless additional payment is approved as provided in this Agreement. Contractor shall submit invoices monthly for actual document scanning services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) calendar days of receipt of each invoice as to all non-disputed fees. If City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice."

Section 4. Paragraph C of Section 6 of the Agreement is hereby amended to read as follows:

"C. Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or the City Manager, as authorized. Any additional services authorized by the City Council shall be compensated at a rate mutually agreed to by the parties. Any additional services authorized by the City Manager, including pursuant to an extension of or amendment to this Agreement, shall be compensated at a rate mutually agreed to by the parties, subject to a total maximum compensation amount for document scanning services and all additional services of Twenty-Five Thousand Dollars (\$25,000.00) per 12-month period and only if the funds for the additional services are included in the adopted budget."

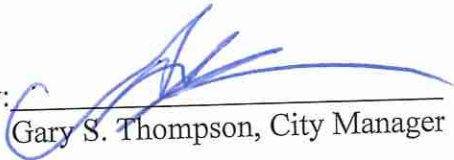
Section 5. The person or persons executing this First Amendment on behalf of Contractor warrants and represents that he or she has the authority to execute this First Amendment on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

Section 6. Except as expressly modified or supplemented by this First Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

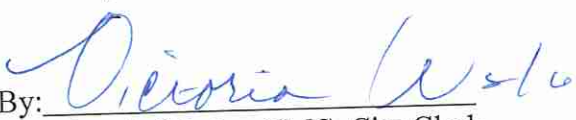
[SIGNATURE PAGE FOLLOWS]

The parties are signing this First Amendment on the date stated in the introductory clause.

CITY OF JURUPA VALLEY

By: 
Gary S. Thompson, City Manager


ATTEST:

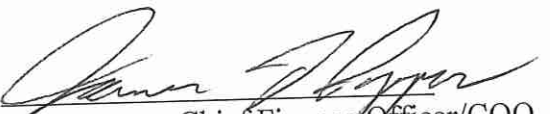
By: 
Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

By: 
Peter M. Thorson, City Attorney

ESC IMAGING, INC.

By: 
Debbie Bodewin, Senior Vice President

By: 
James PAPPAS Chief Finance Officer/COO

Signatures of two corporate officers required pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.