



OCEANSIDE CITY CLERK REPORT

ITEM NO. 12

DATE: April 20, 2011

TO: Mayor and City Councilmembers

FROM: Barbara Riegel Wayne, City Clerk

SUBJECT: **AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARIS IMAGING SOLUTIONS, LLC, OF CARLSBAD, EXTENDING THE TERM OF THE AGREEMENT FOR THE CITY'S DOCUMENT IMAGING SYSTEM**

SYNOPSIS

The City Clerk recommends that the City Council approve Amendment 1 in an amount not to exceed \$171,813.17 to the Professional Services Agreement with Maris Imaging Solutions, LLC, of Carlsbad for Annual Citywide Document Imaging System Licensing and Technical Support, extending the term of the agreement from June 30, 2011, to July 1, 2014, for annual technical support, software licensing and upgrades, scanner maintenance, and licensing for the Citywide system, including the City Clerk Department, Information Technologies Division and Police Department electronic document imaging installations; and authorization for the City Manager to execute the amendment.

BACKGROUND

At the initiation of the Document Imaging program an RFP was created and competitive bidding was held for the selection of a standardized system for use within all City departments. The outcome of that process was the selection of the EMC Documentum ApplicationXtender suite of software, a proprietary item with the ownership of the software remaining with the manufacturer and licensing distributed through authorized service providers. Renewal of the software licensing, upgrade and technical support is necessary to keep the software current and the associated hardware functional. The amendment includes the provision to negotiate for unforeseen software and licensing cost increases not to exceed ten percent per year during the term of the amendment.

ANALYSIS

The complexity of the system is such that its continued maintenance, licensing and operations require a detailed knowledge of the City Information Technologies installations as well as a detailed knowledge of the construction of departmental

applications and indexing schema. Additionally, technicians providing outside support require detailed background investigations in order to access secure areas. This vendor meets the requirements contained in Administrative Directive AD-21, Section IX (C) for sole-source providers.

FISCAL IMPACT

Previous funding was approved as part of the normal budget process. Funds have been allocated for this program for previous and current year maintenance, support and licensing in the following accounts:

Document Imaging	120124101.5320	Maintenance & Repair
Document Imaging	120124101.5355	Materials & Supplies
Information Technologies	155162841.5320	Network Infrastructure

This amendment allows negotiation of annual cost increases based on the value of the original agreement. Funding will be provided in accordance with AD-37 Section III Procedure, I-Specific equipment and software which allows for allocation of annual fees by department.

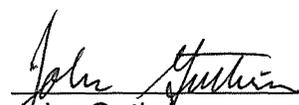
CITY ATTORNEY'S ANALYSIS

The referenced document has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

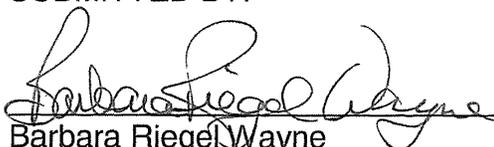
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PREPARED BY:



John Guthrie
City Clerk Records Manager

SUBMITTED BY:



Barbara Riegel Wayne
City Clerk

Reviewed By:

Michelle Skaggs Lawrence, Deputy City Manager 
Teri Ferro, Financial Services Director 

CITY OF OCEANSIDE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Annual City-Wide Document Imaging System Licensing and Technical Support

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated April 20th, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Maris Imaging Solutions, LLC., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated July 1, 2010 hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, CITY and CONSULTANT desire to amend the Agreement extending the term of the agreement for three years and modifying compensation contained in Section 8 and the term of the agreement contained in Section 10.1;

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. The Agreement shall be amended by changing Sections 1, 8, and 10.1 to read as follows:
 - a. Section 1 SCOPE OF WORK. The project is more particularly described as follows:
 - Provide software, install all licensing, licensing renewals, software upgrades (as made available from the software vendors), including setup for installed software, and provide maintenance for scanning equipment listed in Exhibit A attached hereto and incorporated by reference.
 - Provide technical support for the City's installed document imaging system software and hardware during CONSULTANT'S normal business hours of 8:00 am – 5:00 pm Monday through Friday. This support to include installations at the Civic Center, Police Department, and the City Operations Center. Regular and after hours support will be provided in accordance with provisions contained in Exhibit B attached hereto and incorporated by reference.
 - b. Section 8 COMPENSATION, the CITY shall negotiate annually with the Consultant to provide for annual compensation up to a maximum amount not to

Maris Imaging Solutions LLC., Annual City-Wide Document Imaging System Licensing and Technical Support

exceed a ten percent (10%) contract increase within thirty (30) days of the annual contract date. The maximum annual contract increases are listed as follows as part of the three (3) year automatic annual contract renewal:

Year one - \$51,907.35
Year two - \$57,098.01
Year three - \$62,807.81

The final compensation amount for the three year period is not to exceed \$171,813.17.

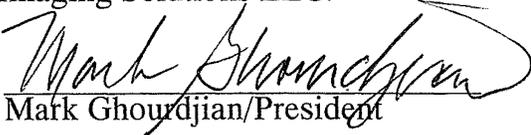
- c. Section 10.1 TERM OF AGREEMENT, unless earlier terminated, this agreement shall be effective as of July 1st, 2011 and shall continue for a period of three (3) years.
- d. Except as otherwise provided all terms and conditions in the Agreement shall remain in full force and effect for the duration of this Amendment No. 1.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

Maris Imaging Solutions LLC.

CITY OF OCEANSIDE

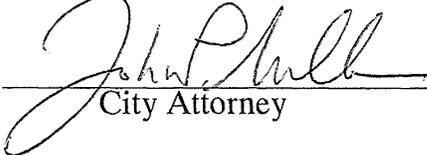
By: 
Mark Ghourdjian/President

By: _____
Peter Weiss/City Manager

Date: 3-25-2011
54-2175290
Employer ID No.

Date: _____

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

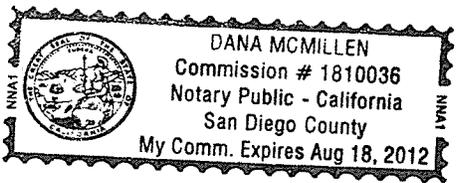
State of California

County of San Diego }

On March, 25, 2011 before me, Dana McMillen, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mark Edward Ghourdjian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Dana McMillen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PSA Amendment #1 City of Oceanside - Maris Imaging Solutions

Document Date: 4-20-11 Number of Pages: 2

Signer(s) Other Than Named Above: Peter Weiss CM, and City Attorney

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Edward Ghourdjian

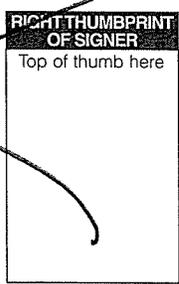
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: President



Signer Is Representing: Maris Imaging Solutions

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



Maris Imaging Solutions, LLC

663 S. Rancho Santa Fe. Rd.
Suite 207
San Marcos, CA 92078

Invoice

Date	Invoice #
06-07-2010	2010-2868

Bill To

City of Oceanside
City Clerk Dept.
Attn: John Guthrie
300 N. Coast Highway
Oceanside, Ca. 92054

P.O. No.	Terms	Due Date
	Net 30	07-10-2010

Quantity	Description	Rate	Amount
	EMC DOCUMENTUM MAINTENANCE - Coverage 07-10-2010 to 07-09-2011 HOST # CC71DE12 . C42F5558. 90F740C4		
1	INFOSYS - ARCGIS FOR APPLICATIONXTENDER - END OF SUPPORT	0.00	0.00
1	APPLICATIONXTENDER SERVER - 3 CC	1,494.00	1,494.00
1	APPLICATIONXTENDER SERVER - 50 CC USER	11,340.00	11,340.00
2	CLERK - APPLICATIONXTENDER IMAGE CAPTURE SERVER	90.00	180.00
2	APPXTENDER OCR SERVER	360.00	720.00
3	VERITY K2 FULL TEXT SERVER	720.00	2,160.00
1	VERITY K2 CLIENT - 25 CC USERS	1,282.50	1,282.50
1	INFOSYS - APPLICATIONXTENDER REPORTS MGMT PDF	900.00	900.00
1	INFOSYS - APPXTENDER REPORTS MANAGEMENT SERVER	1,350.00	1,350.00
1	INFOSYS - APPLICATIONXTENDER REPORTS MGMT PCL	5,400.00	5,400.00
1	INFOSYS - APPXTENDER WEB ACCESS .NET PAL - 75 USERS	5,400.00	5,400.00
1	APPLICATIONXTENDER INT'G MOD - 10 USERS	900.00	900.00
	KOFAX ASCENT CAPTURE MAINTENANCE - Coverage 07-10-2010 to 07-09-2011		
2	OPD - Annual Support for Kofax Ascent Capture 900k Scans/year License	1,100.00	2,200.00
1	OPD - Annual Support for Kofax Ascent Capture 900k Scans/year License	1,100.00	1,100.00
1	OPD - Annual Support for Kofax Ascent Capture Workstation/Full License	600.00	600.00
1	CLERK - Annual Support for Kofax Ascent Capture 900k Scans/year License	1,100.00	1,100.00
1	CLERK - Annual Support for Kofax Ascent Capture Workstation/Full License	600.00	600.00
	SCANNER MAINTENANCE - Coverage 07-10-2010 to 07-09-2011		
2	OPD - Kodak i260 Document Scanner: Serials 12650341 & 12818108	1,042.00	2,084.00
1	CLERK - Fujitsu 5750C Low Volume Basic Plus Program: NBD/Parts/Travel/Labor	1,195.00	1,195.00
1	CLERK - Contex Chroma Wide Format Scanner Model FB67A and Software Upgrade	1,683.00	1,683.00
	MARIS IMAGING SOLUTIONS, LLC: SYSTEM MAINTENANCE- Coverage 07-10-2010 to 07-09-2011		
1	Technical Support Includes unlimited Onsite, Phone, Email all Upgrades and Bug Fixes	5,500.00	5,500.00

Thank you for your business. Office 760-727-7097

Total

\$47,188.50

EMC² | **documentum**
Partner

Web Site

www.marisimaging.com



Maris Imaging Solutions, LLC Technical Support Services

Hours of Operation

Technical Support hours of operation are from 8am – 5pm Monday through Friday
Holidays excluded.

24-Hour Technical Support Services are available to the Oceanside Police Department
Sunday through Saturday.

Contacting Technical Support

Help Desk Support – (760)-603-9523
Emergency 24-Hour Support – (760)-845-5304
Email Support@marisimaging.com

Most incoming problems are resolved on primary contact by utilizing Remote Desktop support.

Our goal for contacting users on tracked problems depends on the severity of the problem: a 1-hour callback for severe problems, and up to 24 hours for low-priority problems.

Problems that cannot be immediately resolved by our Technical Support staff may involve the manufacturer's technical support in resolving the client's problems; however, we always retain ownership of the problem.

Onsite technical support may be necessary in solving problem in the event Remote Desktop support is unsuccessful.

Maris Imaging Solutions, LLC
2380 Camino Vida Roble Suite C
Carlsbad, Ca. 92011
760-603-9523 office / fax

When contacting our Technical Support, please have the following information available:

1. Your company name
2. Your name, telephone number(s), and e-mail address
3. The product name, version, and operating system
4. Your description of the problem and any documentation which may help in resolving the issue i.e., error logs, screen shots
5. A severity code from 1 to 4 that you will assign to the issue
 - a. 1 – System Down
 - b. 2 – High Impact issue
 - c. 3 – Question concerning product performance
 - d. 4 – General product use question

Software Upgrades

Clients are entitled to software product updates through the purchase of annual EMC Documentum and Kofax software maintenance agreements. Maris Imaging Solutions provides professional onsite installation which is included in the renewal cost.

Professional Services not included in the Software Maintenance Agreement

Off-hour Remote Technical Support (excluding the Oceanside P.D.) - \$150.00/hr
Off-hour Onsite Technical Support (excluding the Oceanside P.D.) - \$175.00/hr
Software Application Creation / Modifications - \$65.00/hr
Customized Programming - \$175.00/hr

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