

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: May 7, 2014

TO: Honorable Mayor and City Councilmembers

FROM: City Clerk

SUBJECT: **AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARIS IMAGING SOLUTIONS, LLC, EXTENDING THE TERM OF THE AGREEMENT FOR THE CITY'S DOCUMENT IMAGING SYSTEM**

**SYNOPSIS**

Staff recommends that the City Council approve Amendment 2 to the Professional Services Agreement with Maris Imaging Solution, LLC of Carlsbad extending the term of the agreement for three years to June 30, 2017, in an amount not to exceed \$148,687, for the City's Document Imaging System technical support, software licensing, scanner maintenance, and upgrades of the Document Imaging System; and authorize the City Manager to execute the amendment.

**BACKGROUND**

The City's Document Imaging program began in 2001. An RFP and competitive bidding process were held in 2001 for the selection of a standardized system for use by all City departments. The contract was initially awarded to Matrix Imaging and was moved to Maris Imaging, LLC in 2005. On July 1, 2010, the City continued the support provided by Maris Imaging, LLC with a one-year agreement for software licensing and maintenance of the system. Amendment 1 to this agreement extended the services for a three-year period beginning July 1, 2011 and ending June 30, 2014. Amendment 1 included the provision to negotiate for unforeseen software and licensing cost increases not to exceed ten percent per year during the term of the amendment. The City Clerk office wants to again extend the term of the agreement from July 1, 2014, to June 30, 2017.

**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. The software installed and maintained by Maris Imaging includes a custom text search program allowing City staff to search for documents across multiple applications. This vendor meets the requirements contained in Administrative Directive AD-21, Section IX (C) for sole-source providers.

**FISCAL IMPACT**

Funds will be allocated for the maintenance, support and licensing in the Information Technologies FY 2014-2015 account: 155160841.5320. This amendment allows negotiation of annual cost increases based on the value of the original agreement, which is not to exceed a 10 percent annual increase. Therefore, the not to exceed costs for each of the three years are as follows:

- Year one - \$44,920
- Year two - \$49,413
- Year three - \$54,354

The final compensation amount for the three-year period is not to exceed \$148,687. 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.

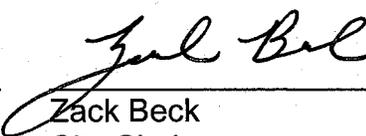
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 2 to the Professional Services Agreement with Maris Imaging Solution, LLC of Carlsbad extending the term of the agreement for three years to June 30, 2017, in an amount not to exceed \$148,687, for the City's Document Imaging System technical support, software licensing, scanner maintenance, and upgrades of the Document Imaging System; and authorize the City Manager to execute the amendment.

PREPARED BY:

SUBMITTED BY:

  
 \_\_\_\_\_  
 John Guthrie  
 Records Manager

  
 \_\_\_\_\_  
 Zack Beck  
 City Clerk

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
 James Riley, Financial Services Director  
 Yukari Krause-Brown, Information Technologies Division Manager

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

ATTACHMENT

**CITY OF OCEANSIDE**  
**AMENDMENT No. 2 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

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

THIS AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated April 3<sup>rd</sup>, 2014 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 the 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, Compensation may increase annually up to a maximum amount not to exceed a ten percent (10%) contract increase. The

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

maximum amount not to exceed a ten percent (10%) contract increase. The maximum annual contract increases are listed as follows as part of the three (3) year contract:

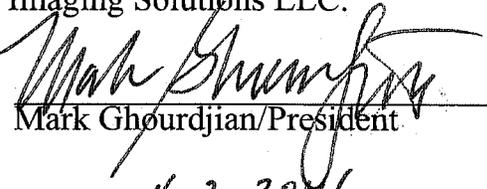
Year one - \$ 44,920.50  
Year two - \$ 49,412.55  
Year three - \$ 54,353.81

The final compensation amount for the three year period is not to exceed \$148,686.86.

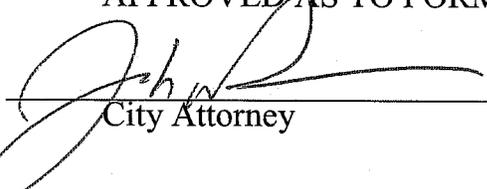
- c. Section 10.1 TERM OF AGREEMENT, unless earlier terminated, this agreement shall be for a period of three (3) years, commencing on July 1, 2014 and ending June 30, 2017
- d. Except as otherwise provided all terms and conditions in the Agreement shall remain in full force and effect for the duration 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.  
By:   
Mark Ghourdjian/President  
Date: 4-3-2014  
54-2175290  
Employer ID No.

CITY OF OCEANSIDE  
By: \_\_\_\_\_  
Steven R. Jepsen, City Manager  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**



**Maris Imaging Solutions, LLC**

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

**Invoice**

Date	Invoice #
01-15-2014	2013-3353

<b>Bill To</b>
City of Oceanside Information Technology Attn: John Guthrie 300 N. Coast Highway Oceanside, Ca. 92054

P.O. No.	Terms	Due Date
	Net 15	01-30-2014

Quantity	Description	Rate	Amount
	<b>**EMC DOCUMENTUM MAINTENANCE - Coverage 07-09-2014 to 07-10-2015**</b> HOST # CC71DE12 , C42F5558, 90F740C4		
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
1	APPXTENDER OCR SERVER	360.00	360.00
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	APPLICATIONXTENDER INTG MOD - 10 USERS	900.00	900.00
	<b>**MARIS CUSTOM AX FULL TEXT SEARCH- Coverage 07-09-2014 to 07-10-2015****</b>		
1	CLERK - Custom Full Text Annual Maintenance	2,002.50	2,002.50
	<b>**KOFAX ASCENT CAPTURE MAINTENANCE - Coverage 07-09-2014 to 07-10-2015**</b>		
2	OPD - Annual Support for Kofax Ascent Capture 900k Scans/year License	1,100.00	2,200.00
1	FINANCE - 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
	<b>**SCANNER MAINTENANCE - Coverage 07-09-2014 to 07-10-2015**</b>		
2	OPD - Fujitsu 5530c2 Low Volume Basic Plus Program: NBD/Parts/Travel/Labor	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	FINANCE - 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	2,420.00	2,420.00
	<b>**MARIS IMAGING SOLUTIONS, LLC; SYSTEM MAINTENANCE- Coverage 07-09-2014 to 07-10-2015**</b>		
1	Technical Support Includes unlimited Onsite, Phone, Email all Upgrades and Bug Fixes as well as Training	8,500.00	8,500.00

Thank you for your business. Office 760-727-7097	<b>Total</b>	\$44,920.50
--	--------------	-------------

			Web Site <a href="http://www.marisimaging.com">www.marisimaging.com</a>
--	--	--	--



## **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](mailto: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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of SAN DIEGO

On April 3, 2014 before me, Holly J. Trobaugh, Notary  
Date Here Insert Name and Title of the Officer

personally appeared MARK 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: Holly J. Trobaugh  
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: Amendment 2 Document Imaging System Support

Document Date: April 3, 2014 Number of Pages: 2

Signer(s) Other Than Named Above: Steve Japson

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Mark Ghourdjian

Corporate Officer — Title(s): President

Individual

Partner —  Limited  General

Attorney in Fact

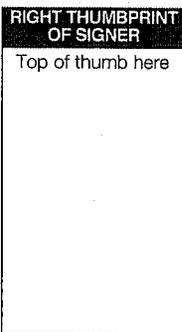
Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Mark's Imaging Solutions, LLC



Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

