



City of Arts & Innovation

Community and Economic Development

December 19, 2025

ECS Imaging, Inc.

5905 Brockton Avenue, Suite C

Riverside, CA 92506

Attention: Debbie Bodewin

RE: Termination Notice for Professional Consulting Services Agreement with City
of Riverside

Dear Ms. Bodewin,

On or about April 23, 2025, the City of Riverside and ECS Imaging, Inc. ("ECS"), entered into a Professional Consultant Services Agreement ("Agreement"). Section 3 of that agreement provides the following:

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Fifty Thousand Dollars (\$50,000.00) per year, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) in total, payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

Exhibit B provides a pricing sheet for the services to be provided by ECS.

On or about July 16, 2025, the City received a request from ECS to consent to the assignment of the agreement to MCCi, LLC. On July 30, 2025, the City received a formal letter from ECS confirming they would not be able to fulfill the contract under the original terms.

Section 25 of the Agreement provides the following:

25. Termination. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

Pursuant to Section 25.1, the City hereby gives ECS written notice of termination of the Agreement, effective thirty (30) days' from the receipt of this letter. Please be advised that no services have been provided to the City by ECS under the Agreement and therefore no compensation is owed to ECS.

[signature]