

**AMENDMENT NO. 1  
TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
BETWEEN COUNTY OF SANTA BARBARA AND ANACOMP INC.**

This Amendment (hereafter "Amendment No. 1") to the Agreement for Services of Independent Contractor (hereafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and Anacomp, Inc. (hereafter "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract No. BC 15-066, on August 19, 2014; and

WHEREAS, the CONTRACTOR's agreed upon compensation was based on an estimated volume of 20 images per microfiche jacket for a total volume of 1.6 million images scanned; and

WHEREAS, actual images scanned to date show an average of 9.4 images per microfiche jacket scanned; and

WHEREAS, the file size for these images exceed the estimated file sizes per microfiche jacket scanned; and

WHEREAS, CONTRACTOR requires additional time to complete the scanning of the microfiche images; and

WHEREAS, Section 25, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the parties may alter, amend or modify the Agreement by an instrument in writing executed by the parties to this Agreement; and

WHEREAS, COUNTY and CONTRACTOR desire to amend Section 4, Subsection A of the Agreement to extend performance term for scanning through June 30, 2016 and to amend Exhibit B, Attachment B1, Schedule of Fees, to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. The term of the Agreement as set forth in Section 4, TERM, subsection A, Microfiche Conversion Services, shall be extended to June 30, 2016.
2. Exhibit B, Attachment B1, Schedule of Fees, shall be deleted and superseded with Attachment A of this Amendment No. 1 (Amended Schedule of Fees).

3. Except as set forth in Sections 1, 2, and 3 hereof, this Amendment No. 1 shall not modify or change any of the provisions of the Agreement and the parties to the Agreement are bound by its provisions, as amended herein.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Russ Baker  
Deputy Clerk

**County of Santa Barbara:**

By: Janet Wolf  
Chair, Board of Supervisors

Date: 5/5/15

**RECOMMENDED FOR APPROVAL:**

Planning and Development

By: [Signature]  
Department Head

**CONTRACTOR:**

Anacomp, Inc.

By: Carmel Noble, Director  
Authorized Representative Finance

Name: Anacomp Inc.  
Tax ID No: 35-1144230

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: [Signature]  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By: [Signature]  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: [Signature]  
Risk Management

**ATTACHMENT "A"  
AMENDED SCHEDULE OF FEES**

| <b>CONVERSION OF IMAGES</b>                                   |                     |          |            |                     |
|---|---------------------|----------|------------|---------------------|
| Service Description   | Est. Qty            | Rate     | Unit       | Total Amt           |
| Pick-up and Delivery of Microfiche Jackets                    | 3 <sup>1</sup>      | \$300.00 | Per Event  | \$900.00            |
| Preparation Services <sup>2</sup>                             | 355                 | \$18.50  | Per Hour   | \$6,567.50          |
| Scan microfiche image – GRAYSCALE                             | 80,000 <sup>3</sup> | \$1.26   | Per Jacket | \$100,800.00        |
| Image Enhancement Services <sup>4</sup>                       | As Needed           | \$22.00  | Per Hour   |                     |
| Delivery of All Converted Images on County-Provided USB Drive | 1                   | \$100.00 | Per Event  | \$100.00            |
| Support Services / Project Management                         |                     | Included |            |                     |
| Storage Services for Microfiche Jackets                       |                     | Included |            |                     |
| <b>TOTAL COST FOR CONVERSION OF IMAGES:</b>                   |                     |          |            | <b>\$108,367.50</b> |

- <sup>1</sup> A minimum of two trips (maximum of three trips) will be necessary for this project. Any additional trips must be authorized by COUNTY in writing before incurring cost.
- <sup>2</sup> Preparation Services are estimated not to exceed 355 hours for this project. Any Preparation Services beyond the estimate must be authorized by COUNTY in writing before incurring cost. Preparation Services are services necessary to prepare the microfiche jackets for scanning and conversion.
- <sup>3</sup> Total jacket counts for conversion are estimated and fixed at the rate indicated. CONTRACTOR must provide reports to substantiate the total jackets converted before COUNTY can authorize payment.
- <sup>4</sup> Standard Enhancement Services to de-skew, de-speckle, cropping, brightness/contrast adjustment, rotate images to correct orientation, right-reading, and centering are included in purchase price. Additional enhancement services above and beyond the standard services may not be performed by CONTRACTOR unless authorized by COUNTY in writing.

| <b>INDEXING OF IMAGES</b>                 |                     |          |            |                   |
|---|---------------------|----------|------------|-------------------|
| Service Description                       | Est. Qty            | Rate     | Unit       | Total Amt         |
| Group A Images                            | 50,000 <sup>1</sup> | \$0.025  | Per Jacket | \$1,250.00        |
| Group B Images                            | 30,000 <sup>1</sup> | \$0.045  | Per Jacket | \$1,350.00        |
| Support Services / Project Management     |                     | Included |            |                   |
| <b>TOTAL COST FOR INDEXING OF IMAGES:</b> |                     |          |            | <b>\$2,600.00</b> |

- <sup>1</sup> Total jacket counts for indexing are estimated and fixed at the rate indicated. CONTRACTOR must provide reports to substantiate the total number of jackets converted before COUNTY can authorize payment.

**ATTACHMENT "A"  
AMENDED SCHEDULE OF FEES**

| <b>INTERNET BASED ARCHIVE SYSTEM</b>                          |           |             |          |                    |
|---|-----------|-------------|----------|--------------------|
| Service Description   | Est. Qty  | Rate        | Unit     | Total Amt          |
| Project Management  |           | Included    |          |                    |
| Software Implementation                                       | 1         | \$4,000     | OTC      | \$4,000.00         |
| Software Installation   |           | Included    |          |                    |
| Software Training <sup>1</sup>                                |           | Included    |          |                    |
| Software Hosting Services <sup>2,3</sup>                      | 3         | \$20,448.00 | Annually | \$61,344.00        |
| Technical Support   |           | Included    |          |                    |
| Professional Services – Beyond Standard Services <sup>4</sup> | As Needed | \$120.00    | Hourly   |                    |
| <b>TOTAL COST FOR INTERNET BASED ARCHIVE SYSTEM:</b>          |           |             |          | <b>\$65,344.00</b> |

<sup>1</sup> Training shall be provided in accordance with the Statement of Work (Exhibit A).

<sup>2</sup> All images will be hosted using CONTRACTOR’s Valise Records Management Solution. Rate is fixed at the price listed above, billed annually, for a three year term, with unlimited users (including public users and administrative users), and up to 3.25 million images stored. Each individual PDF file is considered a single image for this purpose. First year term shall commence upon contract execution and shall run for a full twelve (12) month period (one calendar year). If and when the COUNTY exceeds the two million image threshold, CONTRACTOR shall notify COUNTY in writing with the total image count and adjust the annual rate for the next tiered count. Tiered rates are as follows:

| <b>Image Count Threshold</b>   | <b>Annual Rate (3-year term)</b> |
|--|----------------------------------|
| 3,250,000  | \$20,448.00                      |
| 6,500,000  | \$38,760.00                      |
| 13,000,000   | \$42,240.00                      |
| 25,000,000   | \$46,200.00                      |
| <i>*Image counts greater than 25,000,000 will be priced at \$ 0.00025 per image.</i> |                                  |

<sup>3</sup> Once the three year term is concluded, the parties will continue with ongoing maintenance on an annual basis based on the tiered rate listed above. Either party may terminate this agreement after the initial three year term pursuant to the termination clause of the Agreement (Clause 19). If the parties decide to terminate ongoing maintenance after the initial three year term, CONTRACTOR agrees to provide all images stored in the archive system on a COUNTY provided USB drive within thirty (30) days of termination date.

<sup>4</sup> A change order / contract amendment must be executed by both parties before any additional professional services not contemplated as part of this Agreement commences. If a change order / contract amendment is necessary to engage CONTRACTOR for additional professional services, such services shall not exceed the hourly rate listed above.