

ATTACHMENT A

First Amendment to Anacomp, Inc. Agreement for an Internet Archive
System and to Digitize Fire Department Paper Records

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

And

ANACOMP, INC.

(BC-17272)

FIRST AMENDMENT

Effective July 2, 2019

On April 11, 2017, an Agreement for Services of Independent Contractor was entered into between the County of Santa Barbara and Anacomp, Inc. (BC-17272) (“Agreement”). **THIS FIRST AMENDMENT** (“First Amendment”) to the Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California having its principle place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101 (hereafter COUNTY) and Anacomp Inc. with an address of 1935 Avenida Del Oro, Suite E, Oceanside, CA 92056 (hereafter CONTRACTOR), is effective as of July 2, 2019 (“First Amendment Effective Date”).

WHEREAS, the parties desire to amend the Agreement to add funding; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Exhibit B Payment Arrangements.**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid up to a total contract amount not to exceed \$113,000, including \$61,344.00 for a 3-year annual hosting license fee (\$20,448.00 per year), and \$51,656.00 for all cost reimbursements, training and digital conversion services.
- B. Additional efforts and cost reimbursements within the scope of **EXHIBIT A** that exceed \$51,656.00 may be authorized by the Fire Chief or designee at the same rate per unit as defined in **EXHIBIT B**. Additional efforts and cost reimbursement must be approved in advance by the Fire Chief or designee. The total amount of this contingency fund is not to exceed 10% of the cost reimbursements, training and digital conversion services costs of the Agreement amount or **\$5,166.00**. In no event shall the COUNTY be liable for the cost of any changes or additions to the services being performed under this Agreement unless approved in advance and in writing by the Fire Chief or designee. In no event shall the total contract amount exceed **\$118,166.00**.

All other terms of the Agreement remain in effect.

First Amendment to Agreement between the County of Santa Barbara and Anacomp Inc.
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on
the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Fire Department

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
Auditor-Controller

By: _____
Auditor-Controller

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: _____
Risk Manager

First Amendment to Agreement between the **County of Santa Barbara** and **Anacomp, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be
effective July 2, 2019.

By: _____
Anacomp Inc.

Date: _____