

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 10th day of December, 2019 ("Effective Date"), by and between COUNTY OF FRESNO, a political subdivision of the state of California, Fresno, California ("COUNTY"), and BMI Imaging Systems, Inc., a California corporation, whose address is 1115 East Arques Avenue, Sunnyvale, CA 94085 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-676, dated December 6, 2016 ("Agreement"), pursuant to which CONTRACTOR agreed to issue software licenses for its online Hosting Service ("DIGITAL REEL™") to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR entered into the First Amendment, dated October 9, 2018 ("First Amendment"), to add additional professional services related to imaging system upgrades, and to increase the maximum compensation amount; the Agreement with the First Amendment shall collectively be referred to as "the Agreement, as Amended";

WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement, as Amended, in order to add additional professional services, and to increase the maximum compensation amount accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 6. COMPENSATION/INVOICING of the Agreement, as Amended, is deleted in its entirety, and replaced with the following:

"6. COMPENSATION/INVOICING

A. License and Hosting

For each year of the possible five (5) year term of this Agreement, COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive, compensation for annual hosting, licensing for ten (10) kiosk users and fifteen (15) named users, support, and maintenance as follows:

TIMEFRAME	ANNUAL COST
Year 1 (December 2016 – November 2017)	\$20,100.00
Year 2 (December 2017 – November 2018)	\$20,100.00
Year 3 (December 2018 – November 2019)	\$26,400.00
Year 4 (December 2019 – November 2020)	\$26,400.00
Year 5 (December 2020 – November 2021)	\$26,400.00
TOTAL	\$119,400.00

In the event this Agreement is terminated early by COUNTY, for whatever reason, CONTRACTOR shall refund to COUNTY on a pro-rata basis, all annual fees paid in advance for goods and services to be provided hereunder but not yet delivered.

B. Additional License Fees

COUNTY may purchase additional named user licenses at the following price/volume combination: five (5) users for \$3,000.00. In no event shall costs for additional licenses exceed \$6,000.00.

C. Professional Service Fees

COUNTY agrees to pay CONTRACTOR compensation for the professional services for the DIGITAL REEL upgrade in the amounts set forth in Exhibit A of the First Amendment, not to exceed \$262,379.00.

D. Additional Professional Service Fees

i. Inventory and Transportation Project

COUNTY agrees to pay CONTRACTOR compensation for services related to the inventory, packaging, and transportation of COUNTY's microfilm rolls and microfiche at the rates set forth in

Attachment 1 of this Second Amendment, which is attached and incorporated by this reference. In no event shall compensation for the services set forth in Attachment 1 exceed \$60,000.00.

ii. Microfilm Digital Archive (MDA) Project

COUNTY agrees to pay CONTRACTOR compensation for archive writing and digital archiving services, collectively referred to as Microfilm Digital Archive ("MDA"), at the rates set forth in Attachment 2 of this Second Amendment, which is attached and incorporated by this reference. In no event shall compensation for the services exceed \$50,000.00.

E. Extra Professional Service Fees

Extra Professional Service Fees shall only be paid to CONTRACTOR if Professional Services are performed by CONTRACTOR, upon COUNTY's written request, in an amount exceeding the Professional Services included in this Agreement and described in Exhibit A of the First Amendment, or Attachment 1 or Attachment 2 of this Second Amendment. In no event shall payment for Extra Professional Service Fees exceed \$50,000.00 for the entire potential five (5) year term of the Agreement.

F. Maximum Compensation

In no event shall compensation for services performed under this Agreement for the entire possible five (5) year term exceed \$547,779.00. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

G. Invoices

CONTRACTOR shall submit annual invoices for hosting fees and monthly invoices for one-time fees as tasks are completed, referencing the Agreement Number 16-676, either electronically or via mail to the Fresno County Recorder, 2281 Tulare Street Room 302, Fresno, CA 93721. COUNTY will pay CONTRACTOR within forty-five (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's remittance address at 1115 E. Arques Avenue, Sunnyvale, CA 94085."

COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the Agreement, as Amended and that upon execution of this Second Amendment, the Agreement, as Amended, and this Second Amendment together shall be considered the "Agreement."

The Agreement, as hereby amended, is ratified and continued. All provisions, terms,

covenants, conditions and promises contained in the Agreement and not amended herein shall remain
in full force and effect.

EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

(Authorized Signature)

William Whitney, CEO, BMI Imaging
Systems, Inc.

Print Name & Title

1115 E. Arques Avenue

Sunnyvale, CA 94085

Mailing Address

COUNTY OF FRESNO

Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0035

Subclass: 17058

ORG: 1048

Account: 7295

Attachment 1



BMI Imaging Systems, Inc.
749 W. Stadium Lane
Sacramento, CA 95834

Michael D. Aufranc
maufranc@bmiimaging.com
800.488.3456 x405



Digital Reel System Upgrade – Inventory Project

April 9, 2019

Prepared for:

Assessor-Recorder
County of Fresno



Attachment 1



April 9, 2019

Ms. Gina Luna
Assessor-Recorder
County of Fresno
2281 Tulare Street, Room 201
Fresno, CA 93721

Dear Gina,

Thank you for taking the time to meet with me. BMI appreciates the opportunity to provide the Fresno County Assessor-Recorder with information regarding the system upgrade to Digital Reel. Included with this proposal are the following items:

- Project Overview
- Schedule of Fees

BMI looks forward to working with the Fresno County Assessor-Recorder in making this another successful project. If you have any questions or need any additional information, please contact me at (916) 924-6666 x405.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. D. Aufranc', with a long horizontal stroke extending to the right.

Michael D. Aufranc

Attachment 1

Project Overview

The Fresno County Recorder has a large volume of film based materials in the basement of the County building. As the County is planning to move to a new facility shortly, this material needs to be inventoried and placed into long term storage.

The goals of this project are below:

1. Package all film based materials for transportation to Sunnyvale, CA.
2. Photograph roll film labels and fiche titles.
3. Place a barcode on each roll.
4. Key the data on the roll label and fiche title.
5. Create a complete inventory spreadsheet with a hyperlink to the photo of each roll/fiche title.

Once the project is complete, the spreadsheet can be used to locate and add missing items to the hosted Digital ReelL library. This project will assist in assuring the complete history of the land records is secured in our two data centers.

Schedule of Fees

Item	Estimated Volume	Unit Price	Total Price
Inventory Microfilm Rolls	15,000 Rolls	\$2.50/roll	\$37,500
Inventory Microfiche	50,000 Fiche	\$.15/fiche	\$7,500
Package and Transport Materials	2	\$2,500/trip	\$5,000
Sub Total			\$50,000
Taxable Items (7.975%)			\$3,988
Project Total			\$53,988

Note: These unit counts are very rough estimates. The actual volume of material inventoried will be billable.

Attachment 2



September 3, 2019

Ms. Gina Luna
Assessor-Recorder
County of Fresno
2281 Tulare Street, Room 201
Fresno, CA 93721

Dear Gina,

Described below is information about BMI's ability to provide your office with Archive Writing and Digital Archiving services, or what we collectively refer to as our "Microfilm Digital Archive" (MDA). Listed below are additional details about this project:

Program Outline:

1. County personnel will upload Official Record images and data to the MDA site. Data to include: at a minimum document numbers and (optional) page count or other data.
2. MDA will provide a programmatic alert for any pages and/or documents missing from an upload. Following any alert, County will then upload corrected documents.
3. MDA will track the image capacity of the roll and, when getting close to full capacity, will create one silver original microfilm roll that will be sent to the County. The digital roll will be maintained on-line, by BMI, for disaster recovery in the event of emergency.
4. BMI will process and inspect the microfilm rolls for image write and processing quality.
5. BMI will send original silver rolls to the County via UPS.
6. All system training will be provided by BMI at no cost to the County.

Pricing:

- MDA services provided to the County will be billed at \$.045/image once per month.
 - Image price includes film, processing and disaster recovery on-line backup.
- Tax is additional.
- Shipping will be billed at cost.
- County will make best efforts to ensure the image/data uploads are accurate and timely. Should County request BMI to assist in adjudicating the images/data, hourly fees will apply at \$50/hour.

Implementation:

- BMI will meet with your image/data upload staff and provide them access the MDA site. Training for this can be accomplished in about an hour. County to provide a daily data file to validate your document numbers and page counts related to the recorded data. This helps assure we are receiving an accurate archive for microfilm creation.

BMI looks forward to working with the Fresno County Assessor-Recorder in making this another successful project. If you have any questions or need any additional information, please contact me at (916) 924-6666 x405.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. D. Aufranc", with a stylized flourish at the end.

Michael D. Aufranc