

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 26th day of May, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and TOPPAN MERRILL LLC, a Delaware Corporation, whose address is 1501 Energy Park Drive, St. Paul, MN 55108 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and MERRILL COMMUNICATIONS, LLC entered into Agreement number 15-369, dated August 11, 2015 (hereinafter "Agreement"), pursuant to which MERRILL COMMUNICATIONS, LLC agreed to provide Voter Information Guides and Sample Ballot Booklets to COUNTY; and

WHEREAS, COUNTY, MERRILL COMMUNICATIONS, LLC and CONTRACTOR entered into Assignment of Agreement number 15-369-1 dated 26th day of March 2019 (hereinafter "Assignment"), pursuant to which CONTRACTOR, as the ASSIGNEE, accepted the assignment and transfer of all rights, obligations, duties, and liabilities regarding the Agreement from the ASSIGNOR, MERRILL COMMUNICATIONS LLC retroactive to September 1, 2018; and

WHEREAS, COUNTY and CONTRACTOR entered into Second Amendment number 15-584-2 dated 26th day of March 2019 (hereinafter "Second Amendment") in order to increase the contract maximum compensation; and

WHEREAS, COUNTY and CONTRACTOR entered into Third Amendment number 15-584-3 dated 10th March, 2020 (hereinafter "Third Amendment") in order to increase the contract maximum compensation and extend the Agreement term by 12 months; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the maximum compensation for the full term of the Agreement.

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

1. Section 4 of the Agreement, located on page 3, lines 12 through 21, is deleted in its

1 entirety and replaced with the following:

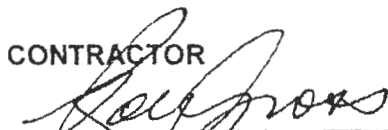
2 "In no event shall services performed under this Agreement be in excess of Two Million
3 No/100 Dollars (\$2,000,000.00) for the period of August 12, 2015 through June 30, 2018. In no
4 event shall services performed under this Agreement be in excess of Seven Hundred Twenty
5 Thousand and No/100 Dollars (\$720,000.00) during the period of July 1, 2018 through June 30,
6 2019. In no event shall services performed under this Agreement be in excess of Eight
7 Hundred Eight-five Thousand and No/100 Dollars (\$885,000.00) during the period of July 1,
8 2019 through June 30, 2020. In no event shall services performed under this Agreement be in
9 excess of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) during the period
10 of July 1, 2020 through June 30, 2021. The maximum total compensation for services included
11 in this Agreement from the date the Agreement is executed through June 30, 2021, will be Four
12 Million Three Hundred Fifty-Five Thousand and No/100 Dollars (\$4,355,000.00). It is
13 understood that all expenses incidental to CONTRACTOR's performance of services under this
14 Agreement shall be borne by CONTRACTOR. "

15 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
16 Agreement and, that upon execution of this Amendment, the Agreement, Assignment, Second
17 Amendment, Third Amendment and this Fourth Amendment together shall be considered the
18 Agreement.

19 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
20 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
21 in full force and effect.

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

23
24 **CONTRACTOR**

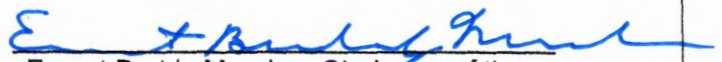


(Authorized Signature)

26 Roy Gross - SVP

27 Print Name & Title

COUNTY OF FRESNO



Ernest Buddy Mendes, 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

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1501 Energy Park Drive
St. Paul, MN. 55108

Mailing Address

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

By: Attestation on page two
Deputy

FOR ACCOUNTING USE ONLY:

Fund:0001

Subclass:10000

ORG:28500100

Account:7295