

AMENDMENT NO. 1 TO THE AGREEMENT

This Amendment No. 1 to the Agreement ("Amendment No. 1") is dated April 23, 2024 and is between the County of Fresno, a political subdivision of the State of California ("County"), and InfoSend, Inc., a California corporation, whose address is 4240 Ease La Palma Avenue, Anaheim, California 92807 ("Contractor").

RECITALS

A. On April 27, 2021, the County and Contractor entered into an agreement, which is County agreement number 21-133 ("Agreement"), for the purpose of providing Data Processing, Printing and Mailing Services.

B. Under section 3 of the Agreement, the term of the Agreement is April 27, 2021, through April 26, 2024, plus two optional 12-month extension periods upon written approval of both parties.

C. The parties now wish, rather than using the two optional extension periods, to amend the Agreement to extend the term for one additional year with an option for a further one-year extension, to add Address Change Services, and to update pricing.

The parties therefore agree as follows:

1. The term of the Agreement is extended for an additional one year period from April 27, 2024, through April 26, 2025, with an optional further one-year extension. The optional extension is effective upon written approval of both parties at least 30 days before the first day of the extension period. The Tax Collector or their designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of the Agreement, as amended by this Amendment No. 1, by the County is not a waiver or compromise of any default or breach of this Agreement as amended by the Contractor existing at the time of the extension whether or not known to the County.
2. In addition to the services of the Contractor provided under section 1 of the Agreement, titled "OBLIGATIONS OF THE CONTRACTOR," the Contractor shall also provide Address Change Services, as follows:

- 1 a. All mail pieces sent by the Contractor under the Agreement will be sent as
2 addressed in outgoing envelopes, with instructions to the United States Postal
3 Service (“USPS”) to forward items for which a forwarding address is on file with
4 the USPS.
- 5 b. The Contractor will receive a report from the USPS of which items were
6 forwarded and the forwarding addresses for those items.
- 7 c. The Contractor will provide to the County, via email and via the Contractor’s
8 secure website, the USPS-created report of any changed addresses on record.
- 9 d. The County is responsible for updating its address database with the new
10 information.
- 11 e. Undeliverable mail pieces will be returned to the County. If the County chooses
12 to re-mail the returned pieces, it must pay the cost of mailing at its own
13 expenses.
- 14 3. In section 5 of the Agreement, titled “COMPENSATION/INVOICING,” subdivision A. is
15 replaced in its entirety to read as follows:

16 “A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR
17 agrees to receive compensation for the services performed and forms created
18 under this agreement as follows:

19 1) Services

- 20 • \$0.005 per image of data processing
- 21 • \$0.061 per image of inkjet printing 8 ½ x 11 inches (black)
- 22 • \$0.062 per image of inkjet printing 11 ½ x 14 inches (black)
- 23 • \$0.08 per image of inkjet printing 8 ½ x 11 inches (color)
- 24 • \$0.083 per image of inkjet printing 11 ½ x 14 inches (color)
- 25 • \$0.00 per piece for inserting and metering
- 26 • \$0.0075 per piece for additional insert
- 27 • \$0.30 per piece that involves hand work
- 28 • \$95.00 per hour for graphic design

- 1 • \$125.00 per hour of programming
- 2 • The current AADC Letter postage rate and 3 Digit Flat postage rate
- 3 calculated at the time of mailing. "AADC" means a presort level in
- 4 which all pieces in the bundle or container are addressed for delivery
- 5 in the service area of the same automated area distribution center.
- 6 • \$0.25 per update for USPS Address Change Service

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8 2) Forms

- 9 • \$0.015 per form measuring up to 8 ½ x 14 inches
- 10 • \$0.017 per form measuring up to 8 ½ x 11 inches
- 11 • \$0.215 per booklet pistol poly window 6 x 9 ½ inches
- 12 • \$0.319 per booklet pistol poly window 9 x 12 inches
- 13 • \$0.020 per #9 standard single window return envelope
- 14 • custom #9 return envelope depending on volume and priced upon
- 15 reorder
- 16 • \$0.023 per #10 windowed envelope

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18 3) Postage Deposit

19 Contractor purchases the postage needed to mail County

20 documents on the day of mailing. The postage charges are later invoiced

21 to County based on County's payment terms. Contractor requires County

22 to maintain a postage deposit to facilitate the payment terms. This

23 amount will remain in deposit for the duration of the Agreement. Upon

24 Agreement expiration or termination, County must pay in full any

25 outstanding invoices from Contractor for payables created under this

26 Agreement; the postage deposit will be refunded within fifteen (15) days

27 of the date that the last open invoice is paid.

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1 The current postage deposit on hand, as of the date of
2 Amendment No. 1, is \$31,840.00.

3 The postage deposit is subject to ongoing review and may be
4 adjusted at any time to account for changes to County's average mailing
5 volume or changes to USPS postage rates with at least thirty (30) days'
6 written notice to County."

- 7 4. During the additional 12-month period of the Agreement as amended by this
8 Amendment No. 1., from April 27, 2024, through April 26, 2025, compensation paid by
9 the County to the Contractor under the Agreement as amended shall not exceed three
10 hundred fifty thousand dollars (\$350,000). If the Agreement as amended is further
11 extended by the parties for the optional 12-month extension, the maximum total for the
12 two 12-month periods shall not exceed seven hundred thousand dollars (\$700,000). The
13 maximum compensation payable to the Contractor for the entire Agreement as amended
14 shall not exceed one million eight hundred thousand (\$1,800,000).
- 15 5. When both parties have signed this Amendment No. 1, the Agreement and this
16 Amendment No 1 together constitute the Agreement.
- 17 6. The Contractor represents and warrants to the County that:
- 18 a. The Contractor is duly authorized and empowered to sign and perform its
19 obligations under this Amendment No. 1.
- 20 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
21 authorized to do so and his or her signature on this Amendment No. 1 legally
22 binds the Contractors to the terms of this Amendment No. 1.
- 23 7. The parties agree that this Amendment No. 1 may be executed by electronic signature
24 as provided in this section.
- 25 a. An "electronic signature" means any symbol or process intended by an individual
26 signing this Amendment to represent their signature, including but not limited to
27 (1) a digital signature; (2) a faxed version of an original handwritten signature; or
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1 (3) an electronically scanned and transmitted (for example by PDF document)
2 version of an original handwritten signature.

3 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is
4 deemed equivalent to a valid original handwritten signature of the person signing
5 this Amendment No. 1 for all purposes, including but not limited to evidentiary
6 proof in any administrative or judicial proceeding, and (2) has the same force and
7 effect as the valid original handwritten signature of that person.

8 c. The provisions of this section satisfy the requirements of Civil Code section
9 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
10 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

11 d. Each party using a digital signature represents that it has undertaken and
12 satisfied the requirements of Government Code section 16.5, subdivision (a),
13 paragraphs (1) through (5), and agrees that each other party may rely upon that
14 representation.

15 e. This Amendment No. 1 is not conditioned upon the parties conducting the
16 transactions under its by electronic means and either party may sign this
17 Amendment No.1 with an original handwritten signature.

18 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
19 all of which together constitute this Amendment No. 1.

20 9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
21 provisions of the Agreement and not amended by this Amendment No. 1 remain in full
22 force and effect.

23 *SIGNATURES ON FOLLOWING PAGE*

1 The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

2 **CONTRACTOR**

COUNTY OF FRESNO

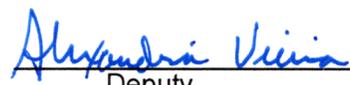
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5 Roxana Weil, EVP
6 4240 E. La Palma Ave
7 Anaheim, CA 92807

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

8 **Attest:**
9 Bernice E. Seidel
10 Clerk of the Board of Supervisors
11 County of Fresno, State of California

12 By: 
13 Deputy

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15 For accounting use only:
16 Org No.: 04100500
17 Account No.: 7268 / 7295 / 7265
18 Fund No.: 0001
19 Subclass No.: 10000
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