

1 **THIRD AMENDMENT TO AGREEMENT**

2 THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered
3 into this day of , 2020, by and between COUNTY OF FRESNO, a Political
4 Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and TOPPAN
5 MERRILL LLC, a Delaware Corporation, whose address is 1501 Energy Park Drive, St. Paul, MN
6 55108 (hereinafter "CONTRACTOR").

7 **WITNESSETH:**

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

11 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to
12 extend the agreement for 12 months in order to maintain continuity of services through a Presidential
13 election cycle and increase the maximum compensation for the full term of the Agreement.

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

16 1. Section 2 of the Agreement, located on page 2, lines 9 through 12, is deleted in its
17 entirety and replaced with the following:

18 "The Agreement shall become effective August 12, 2015 and shall terminate on the
19 30th day of June 2021."

20 2. Section 4 of the Agreement, located on page 3, lines 12 through 21, is deleted in its
21 entirety and replaced with the following:

22 "In no event shall services performed under this Agreement be in excess of Two Million
23 No/100 Dollars (\$2,000,000.00) for the period of August 12, 2015 through June 30, 2018. In no
24 event shall services performed under this Agreement be in excess of Seven Hundred Twenty
25 Thousand and No/100 Dollars (\$720,000.00) during the period of July 1, 2018 through June 30,
26 2019. In no event shall services performed under this Agreement be in excess of Seven
27 Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) during the period of July 1, 2019
28 through June 30, 2020. In no event shall services performed under this Agreement be in

1 excess of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) during the period
2 of July 1, 2020 through June 30, 2021. The maximum total compensation for services included
3 in this Agreement from the date the Agreement is executed through June 30, 2021, will be Four
4 Million Two Hundred Twenty Thousand and No/100 Dollars (\$4,220,000.00). It is understood
5 that all expenses incidental to CONTRACTOR's performance of services under this Agreement
6 shall be borne by CONTRACTOR. "

7 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
8 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
9 shall be considered the Agreement.

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

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

14
15 **CONTRACTOR**

COUNTY OF FRESNO

16 *Roy Gross*
17 (Authorized Signature)

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

18 *Roy Gross, SVP*
19 Print Name & Title

20 *1501 Energy Park Drive*

21 *St. Paul, MN 55108*

Mailing Address

ATTEST:

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

22
23
24
25
26
27 By: _____
28 Deputy

1 FOR ACCOUNTING USE ONLY:

2
3 Fund:

4 Subclass:

5 ORG:

6 Account: