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THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and

entered into this            day of,            2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and INTEGRATED VOTING SYSTEMS, INC., a Delaware Corporation, dba INTEGRATED VOTING SOLUTIONS, whose address is 496 S. Uruapan Way, Dinuba, CA 93618 (hereinafter "CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 15-584, dated 17<sup>th</sup> November, 2015 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide ballot printing, vote by mail processing, and vote by mail envelopes to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to extend the Agreement by 12 months in order to ensure continuity of services during a Presidential election cycle and increase the maximum compensation.

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

1. Section 2 of the Agreement, located on page 2, lines 13 through 16, is deleted in its entirety and replaced with the following:

"This Agreement shall become effective November 18, 2015 and shall terminate on the 30<sup>th</sup> day of June 2021."

2. Section 4 of the Agreement, located on page 3, lines 19 through 25, is deleted in its entirety and replaced with the following:

"Five Hundred Forty-Five Thousand and No/100 Dollars (\$545,000.00) during the period of July 1, 2018 through June 30, 2019. In no event shall services performed under this Agreement be in excess of Eight Hundred Twenty Thousand and No/100 Dollars (\$820,000.00) during the period of July 1, 2019 through June 30, 2020. In no event shall services performed under this Agreement be in excess of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) during the period of July 1, 2020 through June 30, 2021. The maximum total compensation for services included

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1 in this Agreement from the period of November 18, 2015 through June 30, 2021, shall be Three Million  
2 Seven Hundred Thirty Thousand and No/100 Dollars (\$3,730,000.00). It is understood that all  
3 expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne  
4 by the CONTRACTOR."

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

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

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

12  
13 **CONTRACTOR**

**COUNTY OF FRESNO**

14  
15 (Authorized Signature)

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

16 Rebecca Kozlowski, President  
17 Print Name & Title

18 496 S Urvaan Way  
19 Dinuba Ca 93618

Mailing Address

**ATTEST:**

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

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25 By: \_\_\_\_\_  
26 Deputy

1 FOR ACCOUNTING USE ONLY:

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