

1 **AMENDMENT NO. 2 TO THE AGREEMENT**

2 This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated
3 _____ and is between the County of Fresno, a political subdivision of the State
4 of California (“County”), and InfoSend, Inc., a California corporation, whose address is 4240
5 Ease La Palma Avenue, Anaheim, California 92807 (“Contractor”).

6 **Recitals**

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

10 B. On April 23, 2024, Amendment No. 1 to Agreement No. 21-133 (“Amendment”) with
11 Infosend, Inc. for the purpose of extending the terms of the original agreement for one year and
12 including an option for a further one-year extension, adding Address Change Services (“ACS”),
13 and updating pricing for Data Processing, Printing and Mailing Services (“DPPM Services”).

14 C. On February 24, 2025, the parties approved the further one-year extension, through
15 April 26, 2026.

16 D. The parties now wish to extend the term for one additional year, with an option to extend
17 the Agreement for two additional one-year periods and to update pricing.

18 **The parties therefore agree as follows:**

19 1. The term of the Agreement is extended through April 26, 2027, with two further optional
20 one-year extensions. Each optional extension is effective upon written approval of both parties
21 at least 30 days before the first day of the extension period. The Auditor-Controller/Treasurer-
22 Tax Collector is authorized to sign the written approval on behalf of the County based on the
23 Contractor’s satisfactory performance. The extension of the Agreement, as amended by this
24 Amendment No. 2, by the County is not a waiver or compromise of any default or breach of this
25 Agreement as amended by the Contractor existing at the time of the extension whether or not
26 known to the County.

27 2. Section 5 of the Agreement, as previously amended by Amendment No. 1, titled
28 “COMPENSATION/INVOICING,” subdivision A is replaced in its entirety to read as follows:

1 1. Services

- 2 • \$0.0052 per image of data processing
- 3 • \$0.0631 per image of inkjet printing 8 ½ x 11 inches (black)
- 4 • \$0.0641 per image of inkjet printing 8 ½ x 14 inches (black)
- 5 • \$0.0827 per image of inkjet printing 8 ½ x 11 inches (color)
- 6 • \$0.0858 per image of inkjet printing 8 ½ x 14 inches (color)
- 7 • \$0.00 per piece for inserting and metering
- 8 • \$0.01 per piece for additional insert
- 9 • \$0.31 per piece that involves hand work
- 10 • \$95.00 per hour for graphic design
- 11 • \$185.00 per hour of programming
- 12 • \$0.30 per update for USPS Address Change Service
- 13 • USPS rates are invoice at pass-through

14 2. Materials

- 15 • \$0.0155 per form measuring up to 8 ½ x 11 inches
- 16 • \$0.0176 per form measuring up to 8 ½ x 14 inches
- 17 • \$0.222 per booklet pistol poly window 6 x 9 ½ inches
- 18 • \$0.33 per booklet pistol poly window 9 x 12 inches
- 19 • \$0.023 per #9 standard single window return envelope
- 20 • Custom #9 return envelope depending on volume and priced upon
reorder
- 21 • \$0.026 per #10 windowed envelope

22 3. Data Security

- 23 • \$50.00 Data Security Infrastructure Surcharge per month

24 4. Price Escalations

25 Contractor may increase the Contractor Fees by up to five percent (5%)
26 annually, beginning on April 26, 2027. The County will be notified in writing at
27 least thirty (30) days prior to any price increase.

28 Additionally, if County uses DPPM Services, Contractor reserves the right to
increase paper, form, and envelope fees as needed, with thirty (30) days'

1 written notice to the County, in the event of extraordinary increases to the
2 cost of paper. Extraordinary increases to the cost of paper is defined as any
3 increase of more than 5% in a rolling 12-month period.

4 5. Postage Deposit

5 Contractor purchases the postage needed to mail County documents on the
6 day of mailing. The postage charges are later invoiced to County based on
7 County's payment terms. Contractor requires County to maintain a postage
8 deposit to facilitate the payment terms. This amount will remain in deposit for
9 the duration of the Agreement. Upon Agreement expiration or termination,
10 County must pay in full any outstanding invoices from Contractor for payables
11 created under this Agreement; the postage deposit will be refunded within
12 fifteen (15) days of the date that the last open invoice is paid.

13 The postage deposit is subject to ongoing review and may be adjusted at any
14 time to account for changes to County's average mailing volume or changes
15 to USPS postage rates with at least thirty (30) days' written notice to County.
16 The current postage deposit on hand, as of the date of Amendment No. 2, is
17 \$31,840.00. The Contractor will invoice the County for the difference if an
18 increase is needed due to a change in the average mailing volume.

19 6. During the extended term of the Agreement as amended by this Amendment No. 2,
20 through April 26, 2027, and for each optional one-year extension, if exercised, compensation
21 paid by the County to the Contractor under the Agreement as amended shall not exceed three
22 hundred fifty thousand dollars (\$350,000). If the Agreement as amended is further extended by
23 the parties for both optional one-year extensions, the maximum total for the three year period
24 provided by this Amendment No. 2 shall not exceed one million and fifty thousand dollars
25 (\$1,050,000) and the maximum compensation payable to the Contractor for the entire
26 Agreement as amended shall not exceed two million eight hundred and fifty thousand
27 (\$2,850,000).

1 7. The Contractor acknowledges that it is a “service provider” under the California
2 Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (California Civil
3 Code, Division 3, Part 4, Title 1.81.5 (§ 1798.100 et seq.)) (“CCPA/CPRA”) and shall process
4 personal information, as defined in the CCPA/CPRA, solely for the purpose of performing
5 services under the Agreement. The Contractor shall not sell, share, retain, or use personal
6 information outside of its direct business relationship with the County.

7 8. When both parties have signed this Amendment No. 2, the Agreement and this
8 Amendment No 2 together constitute the Agreement.

9 9. The Contractor represents and warrants to the County that:

- 10 a. The Contractor is duly authorized and empowered to sign and perform its obligations
11 under this Amendment No. 2.
- 12 b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly
13 authorized to do so and his or her signature on this Amendment No. 2 legally binds
14 the Contactors to the terms of this Amendment No. 2.

15 10. The parties agree that this Amendment No. 2 may be executed by electronic signature
16 as provided in this section.

- 17 a. An “electronic signature” means any symbol or process intended by an individual
18 signing this Amendment to represent their signature, including but not limited to (1) a
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
20 electronically scanned and transmitted (for example by PDF document) version of an
21 original handwritten signature.
- 22 b. Each electronic signature affixed or attached to this Amendment No. 2 (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this
24 Amendment No. 2 for all purposes, including but not limited to evidentiary proof in
25 any administrative or judicial proceeding, and (2) has the same force and effect as
26 the valid original handwritten signature of that person.

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- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 2 is not conditioned upon the parties conducting the transactions under its by electronic means and either party may sign this Amendment No.1 with an original handwritten signature.

11. This Amendment No. 2 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 2.

12. The Agreement as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 on the date stated in the introductory
2 clause.

3 CONTRACTOR

COUNTY OF FRESNO

4 
5 Russ Rezai (Apr 6, 2026 08:36:16 PDT)

6 _____
Russ Rezai, President

_____ Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

7 4240 E. La Palma Ave
8 Anaheim, CA 92807

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

10
11 By: _____
Deputy

12 For accounting use only:

13 Org No.: 04100500
14 Account No.: 7268 / 7295 / 7265
Fund No.: 0001
15 Subclass No.: 10000
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Amendment No. 2 - Infosend

Final Audit Report

2026-04-06

Created:	2026-04-04
By:	Narene Lonh (slonh@fresnocountyca.gov)
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"Amendment No. 2 - Infosend" History

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