



Contract Number

13-1051 A-6

SAP Number

4400013189

Registrar of Voters

Department Contract Representative	<u>Bob Page</u>
Telephone Number	<u>909-387-2100</u>

Contractor	<u>Toppan Merrill, LLC</u>
Contractor Representative	<u>Leslie Harwood</u>
Telephone Number	<u>714-690-2294</u>
Contract Term	<u>1/1/2014 – 12/31/2021</u>
Original Contract Amount	<u>\$2,668,844</u>
Amendment Amount	<u>\$1,650,000</u>
Total Contract Amount	<u>\$8,790,111</u>
Cost Center	<u>6800001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on December 17, 2013, County of San Bernardino (County) and Merrill Communications LLC entered into an agreement for Voter Information Guide and Sample Ballot Printing and Mailing Services (Services), County Contract No. 13-1051; and

WHEREAS, on July 28, 2020, the Board of Supervisors adopted two Ordinances to be placed on the Ballot for the Election scheduled for November 3, 2020; and

WHEREAS, the additional ordinances require a supplemental printing and mailing of a Voter Information Guide; and

WHEREAS, the supplemental Voter Information Guide requires an amendment to increase the contractual dollar amount of the agreement with Merrill Communications LLC; and

WHEREAS, the Parties desire to extend the term of the Contract; and

WHEREAS, the Parties now desire to amend the Contract as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to amend the Contract as follows:

1. Section D. TERM OF CONTRACT shall be replaced to read in its entirety as follows:
 - D. TERM OF CONTRACT
This Contract is effective as of January 1, 2014 and expires December 31, 2020, but may be terminated earlier in accordance with provisions of this Contract.

2. Section F. FISCAL PROVISIONS subparagraph F.2 shall be replaced to read in its entirety as follows:
 - F.2 The maximum amount of payment under this Contract shall not exceed \$8,790,111. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

3. No other changes to the Contract are made through this Amendment No. 6 and all others provision of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed by their respective proper officers hereto duly authorized.

COUNTY OF SAN BERNARDINO

Toppan Merrill, LLC

(Print or type name of corporation, company, contractor, etc.)

▶

Curt Hagman, Chairman, Board of Supervisors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address 1501 Energy Park Drive
St. Paul, MN 55108

FOR COUNTY USE ONLY

Approved as to Legal Form ▶ Jolena Grider, Deputy County Counsel Date _____	Reviewed for Contract Compliance ▶ Date _____	Reviewed/Approved by Department ▶ Bob Page, Registrar of Voters Date _____
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