## AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND K\&H PRINTERS-LITHOGRAPHERS INC.

THIS AMENDMENT is made to the AGREEMENT for official ballot printing and mailing services by and between K\&H PRINTERS-LITHOGRAPHERS INC, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT for the CONTRACTOR to provide County with official ballot printing and mailing services with a term of 11/5/2019 to $\mathbf{9 / 3 0} / \mathbf{2 0 2 3}$ and total aggregate not to exceed amount of $\$ 6,000,000$; and,

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term two (2) additional years through September 30, 2025; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the amount of the Agreement by $\mathbf{\$ 3 , 6 0 0 , 0 0 0}$ due to the updated services fees and the term extension, for a total not to exceed amount of $\mathbf{\$ 9 , 6 0 0 , 0 0 0}$.

NOW THEREFORE, County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $\$ 6,000,000$ " and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $\mathbf{\$ 9 , 6 0 0 , 0 0 0 . "}$
2. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing, "The term of this Agreement is from 11/5/2019 to $9 / \mathbf{3 0} / \mathbf{2 0 2 3}$ unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is $\mathbf{1 1 / 5 / 2 0 1 9}$ to $\mathbf{9 / 3 0 / 2 0 2 5}$ unless sooner terminated pursuant to the terms of this Agreement".
3. EXHIBIT B - PRICING SCHEDULE shall be amended by adding several additional services as per EXHIBIT B1 Revised-PRICING SCHEDULE per AMENDMENT attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated December 5, 2019.

K\&H Printers-Lithographers, Inc

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

## MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:
Approved as to Fiscal Provisions:
DocuSigned by:
Patricia Rnig
Deputy Auditor/Controller
Dated:9/18/2023 | 7:55 AM PDT

Approved as to Liability Provisions:

Risk Management
Dated:


County Counsel
9/15/2023 | 8:39 AM PDT
Dated:
*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.


Signature of Chair, President, or Vice-President

Senior VP
Printed Name and Title
9/15/2023 | 8:35 AM PDT
Dated:

By Ryan Dotson
(Signature of Aectary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Director of Finance and Administration
Printed Name and Title
Dated. 9/12/2023 | 9:32 AM PDT
Dated:

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K\&H Printers-Lithographers, Inc

EXHIBIT B1 Revised-PRICING SCHEDULE

## All Pricing FOB Destination

BALLOT PRINTING, PROCESSING, ASSEMBLY \& MAILING (Per 1,000 ballots):

| Type of Charge | Cost |
| :--- | :--- |
| Printing | $\$ 330$ |
| Processing, Assembly, Mailing | $\$ 310$ |
| Multi-card surcharge | $\$ 100$ |
| Subsequent extract surcharge | $\$ 100$ |

*Prices include administration, set up charges and plates
*Prices are per 1,000 ballots, single or double sided, regardless of number of columns on page
*Prices are fixed regardless of size of election and total final quantity printed

COLOR ENVELOPE SET UP (Per version):

| Type of Service | Cost |
| :--- | :---: |
| Pre-press | $\$ 0$ |
| Process files/plates | $\$ 0 *$ |

*\$2,000 per envelope type; 2 versions included per type; $\$ 475$ per version after 2 types
COLOR ENVELOPE PRINTING \& PROCESSING COSTS (Per 1,000 envelopes):

| Q | $\mathbf{1}$ to 10,000 | $\mathbf{1 0 , 0 0 1}$ to 50,000 | $\mathbf{5 0 , 0 0 1}$ to 100,000 | Over 100,000 |
| :--- | :---: | :---: | :---: | :---: |
| Return** | $\$ 156.88$ <br> + Peel/Seal $\$ 511.86$ | $\$ 156.88$ <br> +Peel/Seal $\$ 171.01$ | $\$ 156.88$ <br> +Peel/Seal $\$ 92.45$ | $\$ 156.88$ <br> +Peel/Seal $\$ 83.57$ |
| Outer | $\$ 103.88$ | $\$ 103.88$ | $\$ 103.88$ | $\$ 103.88$ |

*Special items: MILOS booklets are quoted at time of order and "I Voted by Mail" sticker inserts are $\$ 61.73$ per 1,000
*Letter size inserts are $\$ 99.54$ and ledger size inserts are $\$ 158.30$ per 1,000
**Peel/Seal pricing if over 250,000 is $\$ 82.42$

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VOTER GUIDE SET UP \& PROCESSING (Each):

| Type of Charge | Cost |
| :--- | :---: |
| Set up inside page | Included |
| Set up color cover | Included |
| Set up VIG type | \$600.00 |
| Candidate statement (English) | Included |
| Candidate statement (Spanish) | Included |
| Line change request | Included |
| New page request | Included |

VOTER GUIDE PRINTING, BINDING, ASSEMBLY \& MAILING COSTS:

| Number of inside <br> pages per booklet | $<\mathbf{1 0}$ | $\mathbf{1 2 - 1 6}$ | $\mathbf{1 8 - 2 4}$ | $\mathbf{2 6 - 3 6}$ | $\mathbf{3 8 - 5 0}$ | $\mathbf{5 2 - 6 8}$ | $\mathbf{7 0 - 9 0}$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
|  | $8 \mathrm{pg}-\$ 573.04 ; 16 \mathrm{pg}-\$ 846.73 ; 24 \mathrm{pg}-\$ 1,120.41-32 \mathrm{pg}-\$ 1,394.10 ;$ |  |  |  |  |  |  |
| Per 1,000 booklets | $40 \mathrm{pg}-\$ 1,667.79 ; 48 \mathrm{pg}-\$ 1,941.48 ; 56 \mathrm{pg}-\$ 2,215.17 ; 64 \mathrm{pg}-\$ 2,488.86 ;$ |  |  |  |  |  |  |
|  | $72 \mathrm{pg}-\$ 2,762.55 ; 80 \mathrm{pg}-\$ 3,036.24 ; 88 \mathrm{pg}-\$ 3,309.93 ; 96 \mathrm{pg}-\$ 3,583.62$. |  |  |  |  |  |  |

*Prices based on 8pg increments and include processing, sorting, labeling, packaging and delivering to post office

OTHER COSTS ASSOCIATED WITH VOTER INFORMATION GUIDES:

| Type of Charge | Unit | Cost |
| :--- | :---: | :---: |
| Software Support | per hour | Included |
| Translation | per word | Supplied |

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