

**AGREEMENT FOR SERVICES #2206
AMENDMENT 2**

This Amendment 2 to that Agreement for Services #2206, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and DFM Associates, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10 Chrysler, Irvine, CA 92618; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide election management software know as Election information Management System (EIMS) in accordance with Agreement for Services #2206, dated January 30, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to exercise the option to extend the agreement beginning July 1, 2018 , hereby amending **Addendum 50 -Initial and Subsequent Monthly Lease Fees** and **Addendum Section 60-Initial Lease Term**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #2206 shall be amended a second time as follows:

Addendum 50 -Initial and Subsequent Monthly Lease Fees: is hereby amended to read as follows:

Fiscal year #5 (7/1/22 – 6/30/23) \$7,522 per month

Fiscal year #6 (7/1/23 – 6/30/24) \$7,522 per month

Addendum 60 -Initial Lease Term is hereby amended in its entirety to read as follows:

This Agreement shall become effective upon final execution by both parties hereto and shall continue for a term of six (6) months from the installation of the EIMS.

This Agreement may be renewed for additional fiscal years upon written agreement of the parties, and no later than ninety (90) days prior to the date this Agreement is set to terminate, and at the maximum monthly amounts as stated in Addendum Section 50, Initial and Subsequent Monthly Lease Fees, above.

The parties hereto have mutually agreed to extend the initial term of the Agreement effective July 1, 2018. This Agreement, as amended, shall cover the period of July 1, 2018, through June 30, 2024.

Total amount of this Agreement (i.e., the term from July 1, 2022 through June 30, 2024) shall not exceed \$180,528.00, inclusive of all cost and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado Elections Department
PO Box 678001
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth in **ARTICLE 10 Right to Terminate or Suspend Performance**.

Except as herein amended, all other parts and sections of that Agreement #2206 as amended by Amendment 1 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Linda Webster
Assistant Registrar of Voters

Dated: _____

Requesting Department Head Concurrence:

By: _____
Bill O'Neill
Registrar of Voters

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #2206 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - CONTRACTOR - -

DFM ASSOCIATES, a California Corporation

By: _____
Thomas G. Diebolt
President
"Contractor"

Dated: _____