

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of May, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" or "County" or "Licensee", and DOMINION VOTING SYSTEMS, INC., located at 1201 18th Street, Suite 210, Denver, CO 80202, hereinafter referred to as "CONTRACTOR" or "Licensor" or "Dominion". COUNTY and CONTRACTOR may each be referred to herein as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, CONTRACTOR is qualified to provide the products and services identified herein to enable the COUNTY to provide elections services mandated by State law;

WHEREAS, the COUNTY is purchasing from CONTRACTOR a comprehensive voting system and software, meeting the design and requirements provided in California Senate Bill (SB) 450 as well as any and all applicable federal, state, and local election code requirements and the ability to fully support a Vote Center structure for COUNTY; and,

WHEREAS, the Licensee wishes the Licensor to grant to it a license to use the Software as defined in this Agreement and the Licensor is agreeable to granting such a license subject to the terms and conditions in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide the Software, products and services identified in Exhibit A, which exhibit is attached hereto and incorporated herein by this reference.

B. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Fresno and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement under Section 5. TERMINATION herein.

C. CONTRACTOR shall perform its obligations and duties as provided herein, including but not limited to Exhibits A and B.

2. OBLIGATIONS OF THE COUNTY

COUNTY shall perform its obligations and duties as provided herein, including but not limited to Exhibits A and B.

3. USE OF CONTRACTOR SOFTWARE AND LICENSE TO SOFTWARE

See Exhibit B, which exhibit is attached hereto and incorporated herein by this reference.

4. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on the 14th day of May, 2019 through and including the 13th day of May, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both Parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The County Clerk/Registrar of Voters or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

The period during which this Agreement is in effect is referred to herein as the "Term". On expiration of the Term (a) the licenses granted in this Agreement will automatically terminate, (b) Licensee shall cease any further use of the Software, and (c) return the Software pursuant to Section 6 in Exhibit B. Notwithstanding such expiration or termination, Exhibit A, Section 2 (Payment) to the extent any payment is due for CONTRACTOR's performance under this Agreement and Section 19 (Confidential Information) of this Agreement will survive any expiration or termination of this Agreement in accordance to their respective terms. The terms of this Agreement that do not survive expiration or termination will nonetheless be effective in determining the Parties' rights and obligations for events taking place before such expiration or termination.

5. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement

1 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

2 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
3 Agreement in whole or in part, where in the determination of the COUNTY there is:

4 1) An illegal or improper use of funds;

5 2) Should CONTRACTOR fail to perform any of its obligations hereunder,
6 within the time and in the manner herein provided, or otherwise violate any of the
7 terms of this Agreement, COUNTY may immediately terminate this Agreement by
8 giving CONTRACTOR written notice of such termination, to the extent any such
9 failure or violation remains uncured thirty (30) days after CONTRACTOR was first
10 notified in writing of such failure or violation;

11 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
12 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
13 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

14 C. Without Cause - Under circumstances other than those set forth above, this
15 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
16 intention to terminate to CONTRACTOR. If the Agreement is terminated without cause, COUNTY shall pay
17 CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination
18 pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by the
19 COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder
20 exceed the amount of the agreement specified in Exhibit A and Section 6. COMPENSATION/INVOICING in
21 the Agreement.

22 6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR
23 agrees to receive compensation as outlined in Exhibit A, section 2. Payment Schedule. CONTRACTOR
24 shall submit annual invoices to the County of Fresno, County Clerk/Registrar of Voters, 2221 Kern
25 Street, Fresno, California 93721.

26 In no event shall services performed under this Agreement be in excess of 2,898,404 Dollars and
27 46 Cents during the term of this Agreement. It is understood that all expenses incidental to
28 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

1 CONTRACTOR shall allow a minimum of Forty-Five (45) days for net payment by COUNTY after an
2 invoice has been received by the COUNTY.

3 7. WARRANTIES: The following warranties shall apply during the Term.

4 A. Software Warranty Terms. Licensor warrants that the Software will function
5 substantially in accordance with the Specification during the Term. The Licensor also warrants that the
6 Software shall comply with the State of California certification requirements and election laws (collectively
7 the "Requirements") in effect as of the date the Software is certified by the State of California. This provision
8 applies to the initially installed Software as well as any subsequent upgrades. However, the Licensor will
9 not be required to make modifications to the Software or System as a result of changes in the
10 Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by
11 any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for
12 which the Software was designed by Licensor. If Licensor establishes that the reported material failure is
13 not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's
14 investigative and remedial work at Licensor's then current rates.

15 i. Corrections. If the Licensee believes that the Software is not functioning
16 substantially in accordance with the Specifications or Requirements, the Licensee shall
17 provide Licensor with written notice of the material failure within thirty (30) days of
18 discovering the material failure, provided that the Licensee can reproduce the material
19 failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost and
20 incorporate such corrections into the next version certified by the State of California.

21 ii. Third-Party Products. The warranties in this Section 7. do not apply to any
22 Third- Party Products. However, to the extent permitted by the manufacturers of Third-Party
23 Products, Licensor shall pass through to Licensee all warranties such manufacturers make
24 to Licensor regarding the operation of such Third-Party Products.

25 B. Hardware Warranty Terms. "Dominion Hardware" means the ImageCast® system
26 hardware as more specifically described in Exhibit A Dominion warrants that when used with the Software
27 configuration purchased through or approved by Dominion, each component of Dominion Hardware will be
28 free of defects that would prevent the Dominion Hardware from operating in conformity in all material

1 respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall
2 remain in effect during the Term of the Agreement. If any Dominion Hardware component fails to operate
3 in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the
4 Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware
5 component, so long as the Dominion Hardware is operated with its designated Software and with third party
6 products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the
7 Dominion Hardware warranty:

8 i. Dominion shall perform one (1) on-site preventative maintenance inspection
9 ("PM") per year on Dominion Hardware during the Agreement Term at a time mutually
10 agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90)
11 days prior to requested test date. Dominion shall perform the annual PM and will replace
12 any and all parts that fail due to normal use during the warranty period. In the event of a
13 warranty claim outside of the scheduled PM, additional on-site service will be available at
14 Dominion's then current time and material rates. There are no additional charges for parts
15 covered by this warranty. The following services are not covered by this Agreement, but
16 may be available at Dominion's current time and material rates:

17 a. Replacement of consumable items including but not limited to batteries, paper
18 rolls, seals, smart cards, removable memory devices, scanner rollers, or any
19 other consumable;

20 b. Repair or replacement of Dominion Hardware damaged by of accident,
21 disaster, theft, vandalism, neglect, abuse, or any improper usage;

22 c. Repair or replacement of Dominion Hardware modified by any person other
23 than those authorized in writing by Dominion;

24 d. Repair or replacement of Dominion Hardware from which the serial numbers
25 have been removed, defaced or changed.

26 C. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER WARRANTIES

27 AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY,
28 INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

1 AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR
2 USAGE OF TRADE.

3 8. SYSTEM TESTING:

4 A. Software Testing. After delivery of Software County will conduct
5 Acceptance testing of such units, in accordance with the Acceptance criteria developed and updated, from
6 time to time, by the Parties. Such Acceptance testing shall occur at a time mutually agreed upon by the
7 Parties, but no later than ten (10) business days after installation.

8 B. System Acceptance Testing. To the extent not tested as part of the testing pursuant
9 to Subsections A. above , upon completing the installation of the System, the County will conduct system
10 acceptance testing, according to the Acceptance test procedures developed and updated, from time to
11 time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties,
12 but no later than ten (10) business days after installation of the System.

13 C. Acceptance/Rejection. After testing, if the Software or the System does not
14 conform to user documentation or Dominion provided Acceptance criteria, County will notify Dominion in
15 writing within five (5} business days. Dominion will, at its own expense, repair or replace the rejected
16 Software or System within thirty (30) days after receipt of County's notice of deficiency. The foregoing
17 procedure will be repeated until County finally accepts or rejects the Software or System in writing in its sole
18 discretion.

19 D. System Conformance. County will not refuse to grant Acceptance of the System, in
20 whole or in part, solely for the reason that it fails to conform with the specifications, requirements and
21 functions set out in the Agreement in a manner that does not affect the performance of the System, in
22 whole or in part, and, Dominion shall provide a plan of action to cure such non-conformity with reasonable
23 dispatch.

24 9. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed
25 by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,
26 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and
27 performing as an independent contractor, and shall act in an independent capacity and not as an officer,
28 agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY

1 shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall
2 perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as
3 to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
4 thereof.

5 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
6 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

7 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
8 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
9 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
10 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
11 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
12 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
13 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

14 10. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
15 written consent of all the parties without, in any way, affecting the remainder.

16 11. NON-ASSIGNMENT: Neither Party shall assign, transfer or sub-contract this Agreement
17 nor their rights or duties under this Agreement without the prior written consent of the other party. Any
18 assignment or attempted assignment in violation of this Agreement shall be null and void.

19 12. HOLD HARMLESS and LIMITATION OF LIABILITY:

20 A. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
21 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
22 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
23 resulting to COUNTY in connection to the negligence or willful misconduct by CONTRACTOR, its officers,
24 agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's
25 fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
26 corporation who may be injured or damaged by the performance, or failure to perform, of
27 CONTRACTOR, its officers, agents, or employees under this Agreement.

28 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S request, defend the

1 CONTRACTOR, its officers, agents, and employees from any and all costs and expenses (including
2 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR
3 in connection to the negligence or willful misconduct by COUNTY, its officers, agents, or employees under
4 this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,
5 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
6 or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees
7 under this Agreement.

8 B. LIMITATION OF LIABILITY: Except for the HOLD HARMLESS obligations contained in
9 this Agreement, either Party's total aggregate liability for any loss, damage, costs or expenses under or in
10 connection with this Agreement and in connection with the Software howsoever arising, including
11 without limitation loss, damage, costs or expenses caused by breach of contract, negligence, strict liability,
12 breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the
13 Agreement. Neither Party shall be liable for any loss of profits, loss of business, loss of data, loss of use or
14 any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever
15 arising, incurred by the other Party or any third party, whether in an action in contract, negligence or other
16 tort, even if the Parties or their representatives have been advised of the possibility of such damages.

17 13. INSURANCE

18 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
19 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
20 policies throughout the term of the Agreement:

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than Two Million Dollars
23 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
24 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
25 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
26 liability or any other liability insurance deemed necessary because of the nature of this contract.

27 B. Automobile Liability

28 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
2 used in connection with this Agreement.

3 C. Cyber Liability

4 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000
5 aggregate. Coverage shall include, but not be limited to, claims involving infringement of intangible
6 property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy
7 violations, information theft, damage to or destruction of electronic information, release of private
8 information, alteration of electronic information, extortion and network security. The policy shall provide
9 coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring
10 expenses with limits sufficient to respond to these obligations.

11 D. Professional Liability

12 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
13 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
14 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

15 E. Worker's Compensation

16 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

17 F. CONTRACTOR shall obtain endorsements to the Commercial General Liability
18 insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
19 additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage
20 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
21 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with
22 insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or
23 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

24 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
25 employees any amounts paid by the policy of worker's compensation insurance required by this
26 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
27 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
28 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

1 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
2 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
3 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
4 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
5 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
6 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
7 and employees, individually and collectively, as additional insured, but only insofar as the operations under
8 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
9 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
10 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
11 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
12 written notice given to COUNTY.

13 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
14 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
15 Agreement upon the occurrence of such event.

16 All policies shall be issued by admitted insurers licensed to do business in the State of California,
17 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
18 FSC VII or better.

19 14. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
20 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
21 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
22 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
23 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

24 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
25 the examination and audit of the Auditor General for a period of three (3) years after final payment under
26 contract (Government Code Section 8546.7).

27 15. NOTICES: The persons and their addresses having authority to give and receive notices
28 under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
County Clerk/Registrar of Voters
2221 Kern Street
Fresno, California 93721

CONTRACTOR
Dominion Voting Systems, Inc
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202

4 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
5 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
6 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
7 personal service is effective upon service to the recipient. A notice delivered by first-class United States
8 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
9 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
10 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
11 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
12 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
13 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
14 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
15 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
16 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
17 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
18 beginning with section 810).

19 16. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
20 only be in Fresno County, California.

21 The rights and obligations of the parties and all interpretation and performance of this Agreement
22 shall be governed in all respects by the laws of the State of California.

23 | 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

24 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
25 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
26 to operate as a corporation.

27 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
28 that they are a party to while CONTRACTOR is providing goods or performing services under this

1 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
2 and in which one or more of its directors has a material financial interest. If applicable, members of the
3 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
4 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated
5 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
6 transaction or immediately thereafter.

7 18. PUBLIC RECORDS ACT: If the COUNTY receives a request under the California Public
8 Records Act (California Government Code, beginning with section 6250) (CPRA") or a similar law to
9 disclose any document that is in CONTRACTOR's possession but which the COUNTY may obtain from
10 CONTRACTOR under this Agreement, then COUNTY will promptly notify CONTRACTOR and request
11 the responsive documents that may be in the possession of CONTRACTOR. The notification shall be in
12 writing, which may include but is not limited to email addressed to the appropriate key person or
13 persons. Upon receiving that notification, CONTRACTOR has five business days in which to provide
14 responsive documents, using the procedure provided in this section of the Agreement. CONTRACTOR
15 shall promptly inform COUNTY if CONTRACTOR believes that five business days are not sufficient time
16 in which to respond. CONTRACTOR shall indemnify COUNTY for any award of costs or attorneys fees
17 under the CPRA that results from CONTRACTOR's use of the procedure provided in this section of the
18 Agreement.

19 A. If COUNTY for any reason requests any records, data, or documents from CONTRACTOR and
20 CONTRACTOR believes that the responsive documents contain trade secrets, proprietary
21 information, or other information that is subject to legal privilege or separate legally-enforceable
22 obligation of CONTRACTOR to withhold, then CONTRACTOR may do the following:

23 1) CONTRACTOR may redact the records or data before providing them, if that is
24 practicable, or withhold the records or data if redaction is not practicable.

25 2) If CONTRACTOR redacts or withholds any documents, it shall provide a privilege log
26 describing what has been redacted or withheld and identifying the legal privilege or
27 legally-enforceable obligation that is the reason for the redaction or withholding.

28 3) If COUNTY requests documents because of a CPRA request and CONTRACTOR

1 redacts or withholds any documents, CONTRACTOR shall also identify the specific
2 provision of the CPRA (by citation to the California Government Code) which
3 CONTRACTOR believes would authorize COUNTY to redact or withhold the documents
4 requested.

5 19. **CONFIDENTIAL INFORMATION:** "Confidential Information" means those materials,
6 documents, data, and technical information, specifications, business information, customer information,
7 or other information of a Party (the "Disclosing Party") maintains as trade secrets or confidential and
8 which are disclosed to a another Party (the "Receiving Party") in tangible form conspicuously marked as
9 "confidential," or with words having similar meaning, which includes without limitation, Software and
10 associated documentation.

11 A. Each Party shall treat the other Party's Confidential Information as confidential within their
12 respective organizations and each Party shall be given the ability to defend the confidentiality of its
13 Confidential Information to the maximum extent allowable under the law prior to disclosure by the other
14 Party of such Confidential Information.

15 B. Subject to COUNTY's obligations under the CPRA or similar public record laws ("PRL"),
16 neither Party shall disclose the other Party's Confidential Information to any person outside their
17 respective organizations unless disclosure is made in response to, or because of, an obligation to any
18 federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly
19 seeking discovery before any such agency or court.

20 C. Any specific information that Dominion claims to be confidential must be clearly marked or
21 identified as such by the COUNTY. To the extent consistent with PRL, COUNTY shall maintain the
22 confidentiality of all such information marked by Dominion as confidential. If a request is made to view
23 such Confidential Information, COUNTY will notify Dominion of such request and the date the information
24 will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If
25 Dominion fails to obtain such court order enjoining such disclosure, the COUNTY will release the
26 requested information on the date specified. Such release shall be deemed to have been made with
27 Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

20. **AUTHORITY TO EXECUTE AGREEMENT:** Each person signing this Agreement warrants they have the authority, as a duly authorized representative of the entity, to bind that entity to all terms and provisions of this Agreement.

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. The parties have attached hereto as Exhibits A and B CONTRACTOR'S proposed form of agreement and schedules hereto. However, Exhibits A and B and their schedules do not control over the terms of this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Exhibits A, B and C); (2) the text of this Agreement including Exhibits A, B and C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
first hereinabove written.

CONTRACTOR

~~(Authorized Signature)~~

Michael Frontera, Executive Vice President

Print Name & Title

1201 18th St., Suite 210

Denver, CO 80202

Mailing Address

COUNTY OF FRESNO

**Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno**

Clerk of th

County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

Fund:0001
Subclass:10000

Org:28500500
Account:7295,8300

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND FRESNO COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing and Deliverable Summary - All pricing in U.S. Dollars.

Description	Qty	Unit Price	Extension
Central Scanning Solution			
ImageCast Central: Canon DR-G1130 scanner, ImageCast Central Software License, Dell All-in-One, iButton programmer and key, cables	4	\$25,000.00	\$100,000.00
ImageCast Central: Canon DR-G1130 spares with Software License	2	\$9,750.00	\$19,500.00
Sub-Total:			\$119,500.00
In-Person Voting Solution			
ImageCast X BMD (21 inch): ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	240	\$3,175.00	\$762,000.00
ICX Technician Smartcard	30	\$8.10	\$243.00
ImageCast Evolution (ICE): Internal Battery, Printer w/Paper roll, 2x Memory Cards and iButtons	60	\$8,200.00	\$492,000.00
Mobile Ballot Printing (MBP) Kit Oki Data C712dn: MBP printer, dell laptop, cables	100	\$5,800.00	\$580,000.00
UPS SMT 1500VA: 1000 watts	55	\$714.00	\$39,270.00
Sub-Total:			\$1,873,513.00
Peripherals			
ATI Accessible Voting Kit for ICX USB	240	\$375.00	\$90,000.00
ImageCast X Voting Booth	240	\$295.00	\$70,800.00
ICX Transport Bag Set	240	\$125.00	\$30,000.00
8GB USB Flash Drive	50	\$16.60	\$830.00
Compact Flash Memory Card 16GB	120	\$36.75	\$4,410.00
ICE I-button Technician Key - Yellow	30	\$25.00	\$750.00
Sub-Total:			\$196,790.00
Election Management Hardware			
Democracy Suite EMS Standard Server Configuration - Up to 22 clients	2	\$17,000.00	\$34,000.00
EMS Client Workstation Configuration Kit	4	\$1,700.00	\$6,800.00

Adjudication Workstation Kit	7	\$1,700.00	\$11,900.00
Reformatting Station Kit	1	\$1,200.00	\$1,200.00
EMS Report Printer	2	\$125.00	\$250.00
Ballot and Report Printer – OKI C712dn	20	\$1,800.00	\$36,000.00
Paper Tray – OKI C712dn	20	\$255.00	\$5,100.00
G1130 Imprinter Kit	6	\$400.00	\$2,400.00
Sub-Total:			\$97,650.00
Software Licenses			
Democracy Suite Standard (EMS) and Automated Test Decks – Initial License Fee	1	\$90,000.00	\$90,000.00
ICC Adjudication Application – Initial License Fee	1	\$75,000.00	\$75,000.00
Mobile Ballot Printing System Application – Initial License Fee	1	\$15,000.00	\$15,000.00
Sub-Total:			\$180,000.00
Estimated Shipping		\$21,945.00	\$21,945.00
Purchase: Year 1 Sub-Total:			\$2,489,398.00
<i>General Discount</i>			(\$715,561.37)
Purchase: Year 1 Final Total:			\$1,773,836.63
<i>Estimated Taxes</i>			\$141,463.47

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Sales taxes are estimated and paid by Customer.

2.1 Year 1 Payment Schedule

ID	Payment Invoice Date	Payment Amount
1	System Acceptance	\$709,534.65
2	Certification of the November 2019 Election	\$886,918.32
3	Certification of the March 2020 Election	\$177,383.66
4	Estimated Taxes	\$141,463.47

2.2 Support Services Payment Schedule - Dominion shall provide invoices to the Customer upon completion of the services as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.

Election and Support Services	Qty	Unit Price	Extension
3 Day Election On-Site Support	6	\$17,000.00	\$102,000.00
Election Database Set Up	6	\$25,000.00	\$150,000.00
Train the Trainer: Pollworker	2	\$2,000.00	\$4,000.00
Democracy Suite System Training	5	\$2,000.00	\$10,000.00
ICC Operator Training	1	\$2,000.00	\$2,000.00
ICC Adjudication Training	1	\$2,000.00	\$2,000.00
ICX Operator Training	1	\$2,000.00	\$2,000.00
ICE Operator Training	1	\$2,000.00	\$2,000.00
Sub-Total:			\$274,000.00

2.3 Annual Software License Fees (Beginning in November 2020)

Annual Software Licenses Fees		Unit Price	Extension
Democracy Suite (EMS)	1	\$18,000.00	\$18,000.00
ICC Adjudication Application	1	\$15,000.00	\$15,000.00
Mobile Ballot Printing Application	1	\$3,000.00	\$3,000.00
ImageCast Central - Firmware	6	\$2,575.00	\$15,450.00
ImageCast X BMD - Firmware	240	\$150.00	\$36,000.00
ImageCast Evolution - Firmware	60	\$228.00	\$13,680.00
Total			\$101,130.00
Estimated Taxes			\$8,065.12

2.4 Optional Annual Hardware Warranty Fees (Beginning in November 2020)

Annual Warranty Fees*			
ImageCast Central - G1130	6	\$1,500.00	\$9,000.00
ImageCast X - BMD (21")	240	\$155.00	\$37,200.00
ImageCast Evolution	60	\$235.00	\$14,100.00
Total			\$60,300.00

Subject to the maximum dollar amount for the Term of this Agreement provided in Section 6. COMPENSATION/INVOICING in the Agreement, Dominion reserves the right to increase the Annual Software License and Hardware Warranty Fees up to three percent (3%) of the previous year's fee. Increase in the Annual Software License will see a corresponding increase in the estimated taxes.

3. Detailed Deliverables Description

- 3.1 ***ImageCast® Central Scanner (ICC)***. Each ImageCast® Central Scanner includes the following components:
 - 3.1.1 Canon DR-G1130 high speed document scanner
 - 3.1.2 ImageCast® Central Software
 - 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
 - 3.1.4 iButton Security Key
 - 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
- 3.2 ***ImageCast® X (“ICX”)***.
 - 3.2.1 **Application**: ImageCast X BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit.
 - 3.2.2 **Components**: ImageCast X BMD is composed of a 21" Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6' cable. 5 smart cards, and 8GB flash drive.
- 3.3 ***ImageCast® Evolution (ICE) Scanner and Tabulator*** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast® (ICE) provided to the Customer shall consist of the following items:
 - 3.3.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
 - 3.3.2 Two (2) Compact Flash 8GB memory cards.
 - 3.3.3 An integrated 19" diagonal full color LCD with built-in touch screen.
 - 3.3.4 An internal thermal printer and one (1) paper roll for generating reports.
 - 3.3.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.
 - 3.3.6 Two (2) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.

- 3.3.7 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17", and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
- 3.3.8 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.
- 3.3.9 The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface).
- 3.3.10 ImageCast Evolution is equipped with a textured molded plastic ballot box per ImageCast Evolution unit. Ballot Box is made of a 3 compartments, custom designed for use with the ImageCast Evolution.

3.4 ***ImageCast® Software.*** The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

- 3.4.1 **AuditMark®**. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
 - The top portion of the image contains a scanned image of the ballot.
 - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.5 ***Democracy Suite Light Software*** consists of the following components:

- 3.5.1 **Election File and iButton Creation** Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICE and ICC units.
- 3.5.2 **Results, Tally and Reporting (RTR)** Client Application is the application used for the tally, reporting and publishing of election results.

3.6 ***ImageCast® Adjudication Application*** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment.

3.7 **Mobile Ballot Printing** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

3.8 **Implementation Services and Training.** Dominion will provide the following training as described herein.

3.8.1 Project Management Support. Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

3.8.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

3.8.3 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, troubleshooting and ballot adjudication.

3.8.4 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.

3.8.5 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX and ICC files, tally and reporting.

3.8.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period.

- a. Dominion will coordinate with the State of California and Customer to acquire the State of California certified and approved trusted build.
- b. Dominion shall provide an Acceptance Test Plan ("ATP"). The ATP shall identify all tests necessary to demonstrate System compliance with the requirements for California and the Customer.
- c. Dominion shall be responsible for providing all training and training materials required to support the Acceptance testing.
- d. Dominion and the Customer shall finalize the development of the ATP and procedures prior to the Acceptance testing phase.

- e. Dominion shall assist the Customer in creating an ATP log sheet, to be used as a control sheet showing which System items have been received, tested, and accepted. This log sheet will be completed individually for each item, noting any physical damage, and shall contain the results of each test conducted.
- f. Dominion will provide an ATP log sheet template to the Customer for printing and distribution during the Acceptance test process. For each System item, the Customer, working with a Dominion product specialist, will complete the Acceptance test for each System item. Each form will be signed and stored by the Customer with copies made or scanned for Dominion to ensure that each System component is in proper working order upon receipt and unpacking.
- g. Throughout the Term of the Agreement, after delivery of any Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such components. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after installation.
- h. The Customer will provide Dominion with records that identify units that did not successfully pass Acceptance testing. If defects are uncovered during testing that result in an unsuccessful test, the affected System component(s) will be rejected and the Customer will send a notice to Dominion indicating the issues and reason for rejection. Upon receipt of notice, Dominion will have fifteen (15) business days to repair or replace the System component(s).

3.8.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ICX, troubleshooting and testing.

3.8.8 On-Site Election Day Support. Dominion will provide six (6) days (inclusive of travel) of direct onsite election support for two (2) elections.

3.9 ***Election Ballot Definition Setup.*** Dominion shall provide election setup services and support for the election database creation and ballot review for 6 Elections. Ballot definition services will be provided in English and Spanish and includes the following: Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Customer's expense.

3.10 ***Disposal of Present Voting Systems.*** Dominion and County agree that Dominion shall dispose of the present voting machines possessed by the Customer. Dominion and Customer agree that Customer shall comply with any licensing requirements for the removal of all software/firmware from the previous system, as may be required from the previous license agreement.

3.11 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.

- 3.12 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.13 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

Schedule A to Exhibit A

Summary of Payment Schedule

	2019	2020	2021	2022	2023	Total
Hardware/Software	\$1,773,836.63	-	-	-	-	\$1,773,836.63
Taxes on Purchase	\$141,463.47	-	-	-	-	\$141,463.47
Staff Training	\$22,000.00	-	-	-	-	\$22,000.00
Annual Licenses	-	\$101,130.00	\$104,163.90	\$107,288.82	\$110,507.48	\$423,090.20
Taxes on Licenses	-	\$8,065.12	\$8,307.07	\$8,556.29	\$8,812.97	\$33,741.45
Warranties	-	\$60,300.00	\$62,109.00	\$63,972.27	\$65,891.44	\$252,272.71
Election Support Services	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	\$84,000.00	\$252,000.00
Total	\$1,979,300.10	\$211,495.12	\$216,579.97	\$221,817.37	\$269,211.89	\$2,898,404.46

EXHIBIT B

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Agreement" shall mean the agreement between the Parties for the use of the licensed Software.
- 1.2. "Licensee" shall mean the Customer defined in the general terms and conditions of this Agreement.
- 1.3. "Licensor" shall mean Dominion Voting Systems, Inc.
- 1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.5. "Software" means the Democracy Suite® and ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.7. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. License Terms.

- 2.1. License to Software. Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- 2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- 2.3. Third-Party Products. When applicable, Licensor shall sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.
- 2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. Payment. In consideration of the grant of the license, the Licensee shall pay the license fees set forth in Exhibit A of this Agreement.

4. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

5. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

6. Return of Software. Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions. For the purposes of this Agreement, the following are defined terms:

- 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

- 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
 - (i) any commercial or non-commercial printer
 - (ii) any third party vendor using ballot on demand system.

2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. No Copyright Warranties. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

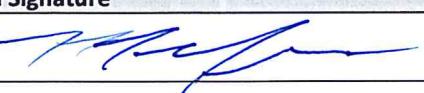
"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	4/22/19