

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated November 7, 2023 and is between Integrated Voting Systems, Inc., dba Integrated Voting Solutions, a Delaware corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The County desires to engage the Contractor for the purpose of providing ballot printing, vote by mail processing, vote by mail envelopes, and voter services mailer services.

B. Ballot printing, vote by mail processing, vote by mail envelopes, and voter services mailers are required by the California Elections Code.

C. Contractor has the qualified personnel, facilities, and resources to provide ballot printing, vote by mail processing, vote by mail envelopes, and voter services mailers to County in a timely manner.

D. Contractor was the successful bidder in Request for Proposal 23-025 for Ballot Printing and Mailing.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide Contractor with all information necessary for ballot printing,  
4 vote by mail processing, vote by mail envelopes, and voter services mailers.

5 **Article 3**

6 **Compensation, Expenses, Invoices, and Payments**

7 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
8 the performance of its services under this Agreement and amounts for certain expenses as  
9 described in Exhibit B to this Agreement, titled "Compensation and Expenses."

10 3.2 **Maximum Compensation and Expenses.** The maximum compensation payable to  
11 the Contractor under this Agreement is One Million Six Hundred Thousand Dollars  
12 (\$1,600,000.00), and the maximum amount payable to the Contractor for its expenses under  
13 this Agreement is Forty-Five Thousand Dollars (\$45,000.00). The Contractor acknowledges that  
14 the County is a local government entity, and does so with notice that the County's powers are  
15 limited by the California Constitution and by State law, and with notice that the Contractor may  
16 receive compensation under this Agreement only for services performed according to the terms  
17 of this Agreement and while this Agreement is in effect, and subject to the maximum amount  
18 payable under this section. The Contractor further acknowledges that County employees have  
19 no authority to pay the Contractor except as expressly provided in this Agreement.

20 3.3 **Invoices.** The Contractor shall submit monthly invoices for the performance of its  
21 services under this Agreement and invoices for the amount of certain expenses as described in  
22 Exhibit B to this Agreement to Fresno County Clerk-Elections, Business Manager at 2221 Kern  
23 Street, Fresno, CA 93721 or countyclerkfinance@fresnocountyca.gov. The Contractor shall  
24 submit each invoice within 60 days after the month in which the Contractor performs services or  
25 incurs the expense, and in any case within 60 days after the end of the term or termination of  
26 this Agreement.



1 (A) A notice delivered by personal service is effective upon service to the recipient.

2 (B) A notice delivered by first-class United States mail is effective three County  
3 business days after deposit in the United States mail, postage prepaid, addressed to the  
4 recipient.

5 (C) A notice delivered by an overnight commercial courier service is effective one  
6 County business day after deposit with the overnight commercial courier service,  
7 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
8 the recipient.

9 (D) A notice delivered by PDF document attached to an email is effective when  
10 transmission to the recipient is completed (but, if such transmission is completed outside  
11 of County business hours, then such delivery is deemed to be effective at the next  
12 beginning of a County business day), provided that the sender maintains a machine  
13 record of the completed transmission.

14 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
15 nothing in this Agreement establishes, waives, or modifies any claims presentation  
16 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
17 of Title 1 of the Government Code, beginning with section 810).

## 18 **Article 6**

### 19 **Termination and Suspension**

20 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
21 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
22 are not allocated, then the County, upon at least 30 days' advance written notice to the  
23 Contractor, may:

24 (A) Modify the services provided by the Contractor under this Agreement; or

25 (B) Terminate this Agreement.

### 26 **6.2 Termination for Breach.**

27 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
28 occurred, the County may give written notice of the breach to the Contractor. The written

1 notice may suspend performance under this Agreement, and must provide at least 30  
2 days for the Contractor to cure the breach.

3 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
4 time stated in the written notice, the County may terminate this Agreement immediately.

5 (C) For purposes of this section, a breach occurs when, in the determination of the  
6 County, the Contractor has:

- 7 (1) Obtained or used funds illegally or improperly;
- 8 (2) Failed to comply with any part of this Agreement;
- 9 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 10 (4) Improperly performed any of its obligations under this Agreement.

11 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
12 County may terminate this Agreement by giving at least 30 days advance written notice to the  
13 Contractor.

14 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
15 under this Article 6 is without penalty to or further obligation of the County. The County will pay  
16 the Contractor all outstanding and approved invoices through the date of termination.

17 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article  
18 6, the County may demand repayment by the Contractor of any monies disbursed to the  
19 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
20 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
21 demand. This section survives the termination of this Agreement.

## 22 **Article 7**

### 23 **Independent Contractor**

24 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
25 agents, employees, and volunteers, is at all times acting and performing as an independent  
26 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
27 venturer, partner, or associate of the County.





1 data that the Contractor may provide to the County, unless such disclosure is prohibited  
2 by court order.

3 (C) This Agreement, and any record or data that the Contractor may provide to the  
4 County, is subject to public disclosure under the Ralph M. Brown Act (California  
5 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

6 (D) This Agreement, and any record or data that the Contractor may provide to the  
7 County, is subject to public disclosure as a public record under the California Public  
8 Records Act (California Government Code, Title 1, Division 10, beginning with section  
9 7920.000) ("CPRA").

10 (E) This Agreement, and any record or data that the Contractor may provide to the  
11 County, is subject to public disclosure as information concerning the conduct of the  
12 people's business of the State of California under California Constitution, Article 1,  
13 section 3, subdivision (b).

14 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
15 respect to any record or data that the Contractor may provide to the County shall be  
16 disregarded and have no effect on the County's right or duty to disclose to the public or  
17 governmental agency any such record or data.

18 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
19 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
20 and which the County has a right, under any provision of this Agreement or applicable law, to  
21 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
22 County, for purposes of public disclosure, the requested records that may be in the possession  
23 or control of the Contractor. Within five business days after the County's demand, the  
24 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
25 possession or control, together with a written statement that the Contractor, after conducting a  
26 diligent search, has produced all requested records that are in the Contractor's possession or  
27 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
28 diligent search, does not possess or control any of the requested records. The Contractor shall



1 cooperate with the County with respect to any County demand for such records. If the  
2 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
3 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
4 exemption by citation to specific legal authority within the written statement that it provides to  
5 the County under this section. The Contractor's assertion of any exemption from disclosure is  
6 not binding on the County, but the County will give at least 10 days' advance written notice to  
7 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
8 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
9 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
10 failure to produce any such records, or failure to cooperate with the County with respect to any  
11 County demand for any such records.

## 12 **Article 11**

### 13 **Liquidated Damages**

14 11.1 **Liquidated Damages.** The County and the Contractor acknowledge and agree that  
15 if the Contractor fails to timely deliver ballot materials as required by the Agreement, the County  
16 will incur substantial damages. The County and the Contractor further acknowledge and agree  
17 that such damages would be difficult to estimate at the date of this Agreement. The County and  
18 the Contractor agree that the Liquidated Damages Amount, hereinafter defined, represents a  
19 reasonable estimate of what the County's damages would be in the event of a breach by the  
20 Contractor.

21 11.2 **Liquidated Damages Amount.** For each calendar day after the delivery deadlines  
22 set forth in Sections I and II of Exhibit A, the Contractor shall pay the County the sum of Ten  
23 Thousand Dollars (\$10,000.00) per day as fixed and agreed liquidated damages (the  
24 "Liquidated Damages Amount"), but not as a penalty. Liquidated damages shall under no  
25 circumstances exceed One Hundred Thousand Dollars (\$100,000.00).

26 11.3 **Liquidated Damages Application.** Contractor does hereby authorize the County to  
27 deduct such Liquidated Damages Amount from any amount owing to the Contractor. Contractor  
28

1 further agrees that any such deduction shall not in any way whatsoever release the Contractor  
2 from further obligation and liabilities in regard to fulfillment of the entire Agreement.

3 **11.4 Liquidated Damages Exception.** It is further agreed that time is of the essence in  
4 fulfilling the obligations of the Agreement. Contractor shall not be charged the Liquidated  
5 Damages Amount of any excess costs when the delay in completion is due to any of the  
6 following:

7 (A) Any preference or priority of allocation duly issued by the County or delay in  
8 delivery of materials or information by the County.

9 (B) Any unforeseen causes beyond the control and without the fault of the  
10 Contractor, including but not limited to, acts of God or of the public enemy provided,  
11 further, that the Contractor shall, within 24 hours of such delay, notify the County  
12 Clerk/Registrar of Voters and shall use reasonable commercial efforts to avoid or  
13 remove such causes of nonperformance, and shall continue performance hereunder with  
14 reasonable dispatch whenever such causes are removed. The County will grant no  
15 delays and extensions of time due to acts or omissions arising from negligence or willful  
16 misconduct on the part of the Contractor or the Contractor's employees.

17 (C) The County deadlines which precede the execution of the Agreement.

## 18 **Article 12**

### 19 **Data Security**

20 **12.1 Data Security Requirements.** Contractor shall comply with data security  
21 requirements in Exhibit E to this Agreement.

## 22 **Article 13**

### 23 **Disclosure of Self-Dealing Transactions**

24 **13.1 Applicability.** This Article 13 applies if the Contractor is operating as a  
25 corporation, or changes its status to operate as a corporation.

26 **13.2 Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
27 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
28

1 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to  
2 the County before commencing the transaction or immediately after.

3 13.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
4 a party and in which one or more of its directors, as an individual, has a material financial  
5 interest.

## 6 **Article 14**

### 7 **General Terms**

8 14.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
10 by both parties. The Contractor acknowledges that County employees have no authority to  
11 modify this Agreement except as expressly provided in this Agreement.

12 14.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
13 under this Agreement without the prior written consent of the other party.

14 14.3 **Governing Law.** The laws of the State of California govern all matters arising from  
15 or related to this Agreement.

16 14.4 **Jurisdiction and Venue.** This Agreement is signed in Fresno County, California and  
17 performed in Fresno County, California and Tulare County, California. Contractor consents to  
18 California jurisdiction for actions arising from or related to this Agreement, and, subject to the  
19 Government Claims Act, all such actions must be brought and maintained in Fresno County.

20 14.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
21 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
22 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
23 against either party.

24 14.6 **Days.** Unless otherwise specified, “days” means calendar days.

25 14.7 **Headings.** The headings and section titles in this Agreement are for convenience  
26 only and are not part of this Agreement.

27 14.8 **Severability.** If anything in this Agreement is found by a court of competent  
28 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in

1 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
2 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
3 intent.

4 14.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
5 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
6 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
7 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
8 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
9 all applicable State of California and federal statutes and regulation.

10 14.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
12 performance of any continuing or other obligation of the Contractor and does not prohibit  
13 enforcement by the County of any obligation on any other occasion.

14 14.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
15 between the Contractor and the County with respect to the subject matter of this Agreement,  
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
17 publications, and understandings of any nature unless those things are expressly included in  
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
21 exhibits.

22 14.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
23 create any rights or obligations for any person or entity except for the parties.

24 14.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

25 (A) The Contractor is duly authorized and empowered to sign and perform its  
26 obligations under this Agreement.  
27  
28

1 (B) The individual signing this Agreement on behalf of the Contractor is duly  
2 authorized to do so and his or her signature on this Agreement legally binds the  
3 Contractor to the terms of this Agreement.

4 14.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual  
7 signing this Agreement to represent their signature, including but not limited to (1) a  
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
9 electronically scanned and transmitted (for example by PDF document) version of an  
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
12 equivalent to a valid original handwritten signature of the person signing this Agreement  
13 for all purposes, including but not limited to evidentiary proof in any administrative or  
14 judicial proceeding, and (2) has the same force and effect as the valid original  
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and  
20 satisfied the requirements of Government Code section 16.5, subdivision (a),  
21 paragraphs (1) through (5), and agrees that each other party may rely upon that  
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions  
24 under it by electronic means and either party may sign this Agreement with an original  
25 handwritten signature.

26 14.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.

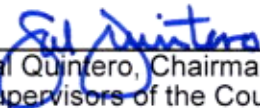
28 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Integrated Voting Systems Inc., DBA  
3 Integrated Voting Solutions

COUNTY OF FRESNO

4   
5 \_\_\_\_\_  
6 Eric Kozlowski, CEO

7   
8 \_\_\_\_\_  
9 Sal Quintero, Chairman of the Board of  
10 Supervisors of the County of Fresno

11 496 S Uruapan Way  
12 Dinuba, CA 93618

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

By:   
Deputy

13 For accounting use only:

14 Org No.: 2850  
15 Account No.: 7295  
16 Fund No.: 0001  
17 Subclass No.: 10000  
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# Exhibit A

## Scope of Services

### EXHIBIT A - SCOPE OF SERVICES

#### BALLOT PRINTING, VOTE BY MAIL PROCESSING, VOTE BY MAIL ENVELOPE, AND VOTER SERVICES MAILER SERVICES

Integrated Voting Systems, Inc. ("IVS") shall provide Ballot Printing (Section III), Vote by Mail Ballot Processing and Vote by Mail Envelopes (Section IV), and Voter Services Mailers (Section V) which are required for the County of Fresno ("County") to conduct elections and maintain voter registration records. The County utilizes the Dominion Voting Systems Democracy Suite ("Dominion" or "Dominion Voting Systems"). Dominion ballots are available in several sizes: 8 1/2" x 11"; 8 1/2" x 14", 8 1/2" x 17", 8 1/2" x 18", and 8 1/2" x 19". The County requires that all ballots are printed by precinct number to meet the requirements of Division 13 of the California Elections Code. IVS shall meet the production activities, needs of the County and delivery deadlines identified herein, which shall be subject to change at the sole discretion of the County and without approval by IVS, depending on the type of election or changes made by the County. All changes made by the County to production activities, needs of the County, and delivery deadlines identified herein shall be in writing and shall be transmitted to IVS at the earliest possible date. Current deadlines are as follows:

#### SECTION I: BALLOT PRINTING DEADLINES FOR EACH ELECTION LISTED ON PAGE A-3 HEREIN

PROCESSES AND/OR REQUIREMENTS	COUNTY DEADLINE
Pre-Payment to IVS by County for 10% Discount	90 days before the election
County prepares ballot order and sends to IVS	60 days before the election
IVS returns ballot order proof back to County for review	58 days before the election

## Exhibit A

1	County sends ballot image files (pdf file) to IVS to apply tint and logo (tint and logo information is from the California Secretary of State)	56 days before the election
2		
3	IVS sends back ballot image proofs and paper proofs to County for verification	50 days before the election
4	IVS prints and mails Vote by Mail Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) ballots and paper proofs to County	60 to 45 days before the election
5		
6	IVS prints test ballots for County and delivers to County	49 to 40 days before the election
7		
8	IVS delivers ballot stock to County	34 days before the election

**SECTION II: VOTE BY MAIL BALLOT PROCESSING AND VOTE BY MAIL ENVELOPE DEADLINES FOR EACH ELECTION LISTED ON PAGE A-3 HEREIN**

12	PROCESSES AND/OR REQUIREMENTS	COUNTY DEADLINE
13	County orders vote by mail envelopes from IVS	90 days before a County-wide election or 85 days before any other election
14		
15	County submits 1st vote by mail voter extract to IVS	56 days before the election
16	IVS delivers vote by mail envelopes to County	55 days before the election
17		
18	IVS mails UOCAVA ballots to UOCAVA voters	60 to 45 days before the election
19	IVS mails vote by mail packets for 1st extract to voters	35 - 29 days before the election
20	IVS assembles and mails subsequent vote by mail packets for subsequent voter extracts to voters	28 to 6 days before the election
21		

IVS shall maintain its status on the California Secretary of State's list of certified ballot printers throughout the contract period. Any changes to certification of any of IVS's operations shall be reported to County within 24 hours after IVS receives notice of the status change by one of the following: phone, email, fax, or in person.

IVS shall be on call and respond to the County 24 hours a day and 7 days a week beginning E-56 through election day to address any situation or problem with ballot printing or vote by mail



## Exhibit A

1 processing. IVS shall assign a project manager to coordinate service needs of the County, who  
2 should be available to the County by one of the following: phone, email, or in person.

3  
4 IVS shall provide services for the following elections:

5  
6 **Year 2024:**

7 Presidential Primary Election – March 5, 2024

8  
9 Election dates may change by action of the California legislature.

10  
11 In addition to these scheduled elections, IVS shall provide services for any additional Special  
12 Elections, which are not currently scheduled. County deadlines for performance will be  
13 determined based on the date of the election. County will provide IVS with the date of the  
14 election within three (3) working days after the exact date of the election is known by County.  
15 County will inform IVS of the election date by one of the following: phone, email, mail, fax, or in  
16 person.

17  
18 **SECTION III: BALLOT PRINTING**

19  
20 BALLOT PRINTING

## Exhibit A

1 A) Ballot printing shall be completed in accordance with the Dominion Democracy  
2 Suite Use Procedures, Version 5.10-A::5, dated 09/09/2021 ("Guide"). IVS shall comply  
3 with any updates to this Guide. The Guide is currently available at  
4 [https://votingsystems.cdn.sos.ca.gov/vendors/dominion/ds510a/ds510a-use-proc-2021-](https://votingsystems.cdn.sos.ca.gov/vendors/dominion/ds510a/ds510a-use-proc-2021-2.pdf)  
5 [2.pdf](https://votingsystems.cdn.sos.ca.gov/vendors/dominion/ds510a/ds510a-use-proc-2021-2.pdf).

6 B) Submission of Ballot Order

- 7 1. The County will submit an electronic transmission of the order with all  
8 pertinent data (e.g. quantity, numbering, etc.) to IVS, approximately sixty (60)  
9 days before the election date.
- 10
- 11 2. Artwork: The County will arrange for the layout of the ballot. Ballot artwork  
12 will be electronically transmitted to IVS in a PDF format. The artwork will be  
13 provided to IVS no later than fifty-six (56) days before the election date. The  
14 County will supply all language, titles for races, candidate information,  
15 measure information, etc. in a timely manner. The County will be the sole  
16 owner of all artwork created pursuant to the election. The County requires  
17 proofs for final approval, prior to printing, fifty (50) days before an election.
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## Exhibit A

1 3. Delivery of Order – Required delivery as specified under County deadlines.  
2 No overages or shortages are accepted.

3 4. Shipping Order – IVS will provide shipping F.O.B. Fresno, CA. All boxes will  
4 be sealed in a fashion so as to determine if the seal has been tampered with  
5 during shipping. All boxes will be labeled on the outside and inside of the  
6 front box cover with custom box labels with information such as Vote Center  
7 name, precinct numbers, and quantities to meet County needs. If these boxes  
8 are shipped in another carton, that carton is to be sealed in the same manner  
9 and labeled with the Vote Center numbers of the boxes contained within. The  
10 County is to be notified by telephone or e-mail the day the ballot stock is  
11 shipped. The name of the shipping company, their telephone number,  
12 address, and exact delivery date of the shipment will also be provided by IVS  
13 the day the ballot stock is shipped.

### 14 C) Summary of Ballot Requirements

#### 15 1. Test Ballots or Test Deck Ballots

16 a. The County will work with Dominion Voting Systems on the requested test  
17 decks, and Dominion Voting Systems will provide the test deck  
18 information to IVS for printing.

19 b. Dominion to pre-fill ovals in all test decks in a required pattern as specified  
20 by the County at the time the ballot images are forwarded to IVS.

21 c. Test decks are to be packaged flat, in precinct, ballot type, and/or party,  
22 determined by the Fresno County Elections Office.

23 d. Vendor shall not staple the test deck ballot.

#### 24 2. Specific Information on Test Ballots or Test Deck Ballots

25 a. Paper ballot “Logic and Accuracy Test Decks” are required for testing the  
26 Dominion ImageCast Central ballot counting equipment in the County.

27 These test decks are to be generated by Dominion and printed by IVS. For  
28 primary elections, a test deck is required for each of the political parties.

## Exhibit A

1 For primary elections all party ballots must be grouped together and  
2 ordered by precinct and party.

3 b. Any other test deck will be requested by the County through Dominion  
4 Voting Systems and printed by IVS.

5 3. Vote by Mail Ballots:

6 a. All registered voters receive vote by mail ballots.

7 b. Vote by mail ballots must be printed by individual precincts using software  
8 generated precinct ID markers.

9 c. Words "Vote by Mail" to be printed on each ballot. All vote by mail ballots  
10 are to be scored and folded.

11 d. The vote by mail ballots are to be packaged as follows:

- 12 • 8 ½" x 11", 8 ½" x 14", 8 ½" x 17", 8 ½" x 18", and 8 ½" x 19" ballots;  
13 scores and folds must be centered between vertical timing marks;  
14 score the folds. Folded ballots must fit into custom envelope not  
15 higher than approximately 5 ⅝".
- 16 • Vote by mail ballots are not to be stapled on pads nor packed in  
17 shrink-wrap.

18 4. Extra Boxes:

19 a. The County requires flat, empty ballot boxes for polling place supplies.

20 Approximately 800-1,000 boxes are needed for each election to fit the size  
21 of the ballot (8 ½" x 11", 8 ½" x 14", 8 ½" x 17", 8 ½" x 18", or 8 ½" x 19").

22 D) Additional Ballot Information

23 a. The County shall never be left off the print schedule prior to a non-  
24 contracted county.

25 b. Vote Center and Vote by Mail Ballots

26 i. The ballot design/watermark and color are determined by the California  
27 Secretary of State's Office and applied by IVS. The design and tint must  
28 appear on the ballot itself (for example, in the top portion of the ballot with

## Exhibit A

1 the title of election, instructions, etc.). The ballot color cannot be printed in  
2 any of the restricted areas.

- 3 ii. The type of ballot (Vote by Mail or Vote Center) is printed in black ink or red  
4 ink on the type of ballot; precinct number; and instructions. The title of the  
5 election is printed in black ink. This information is printed on the top  
6 portion of the ballot before the ovals and where restricted areas begin.  
7 Ballots are to be printed in five colors (Black, red, green, blue, and  
8 brown).

9 c. Blank Ballot Paper Stock

- 10 i. Blank Paper Ballot Stocks are packaged in boxes by vote centers, and  
11 clearly labeled with details such as quantity and vote center name. Ballots  
12 are flat, and sometimes scored and are packaged and normally in groups  
13 of 100 and then shrink-wrapped in groups of 100.

14 E) Other requirements and scenarios:

- 15 a. IVS shall provide one sample of each size of printed ballots (8 ½" x 11", 8 ½" x  
16 14", 8 ½" x 17", 8 ½" x 18", and 8 ½" x 19") and one outgoing envelope and one  
17 return envelope with the same specification.  
18 b. IVS should be able to print Intelligent Mail Barcode ("IMB") on either side of  
19 incoming envelope.

- 20 F) IVS will provide sample printed ballots upon request of the County for the  
21 purposes of testing readability by the Dominion Image Cast Evolution units.  
22

23 **SECTION IV: VOTE BY MAIL ("VBM") BALLOT PROCESSING AND VOTE BY MAIL**  
24 **ENVELOPES**

25  
26 IVS shall provide the following services:  
27

- 28 1. Insert outgoing vote by mail pieces through an automated process with voter specific

## Exhibit A

1 data printed on the VBM envelope for all VBM voter data extracts. This includes a  
2 barcode scanner attached to IVS for quality control. IVS shall confirm barcode  
3 readability.

- 4 2. The outgoing mail preparation and inserting typically begins at approximately 56 days  
5 prior to an election. Additional mail preparation and inserting continues through six days  
6 prior to an election. The quantity of mail typically decreases with each mailing. This  
7 process must be available to the County from twenty-nine days prior to an election to six  
8 days prior to an election. Additional outgoing letters shall be processed within 48 hours  
9 to be dropped at the United States Postal Service ("USPS") in Fresno.
- 10 3. On-site secure storage of all ballot materials prior to processing is required.
- 11 4. IMB as required by the United States Postal Service.
- 12 5. Once the voter data file is forwarded to IVS the turnaround time shall be 2 days.
- 13 6. After the County receives and reviews electronic samples, IVS may print paper samples.
- 14 7. A County representative will not be on site at IVS to approve ink jetted samples. An  
15 original sample envelope needs to be sent to the County for testing. The County requires  
16 a sample of 50 envelopes with blank ballot paper according to size for each specific  
17 election for testing of the Mail Ballot Verification ("MBV") system.
- 18 8. The following barcodes must be tested by IVS for readability:
  - 19 a. The return envelope barcode of the precinct number which is used to identify the  
20 voter.
  - 21 b. The barcode of the voter ballot issue ID which is used when returning the ballot  
22 manually on the County's election management system and through the County's  
23 MBV system.
  - 24 c. IMB code on front and back of return envelope.
- 25 9. Preparation shall include the printing of variable voter data as outlined in Paragraph 15:  
26 Printing Specifications for Variable Voter Data, with specific barcodes provided by the  
27 County on the ballot return envelope and the automated insertion of that envelope into  
28 the outgoing window envelope. Delivery of envelopes shall be required no later than 55

## Exhibit A

1 days prior to each election shipped to the County. The vote by mail ballot package shall  
2 consist of the following:

- 3 a. Return envelope (approximately 9.125" x 5.875") with variable voter data / IMB.  
4 Voter name and mailing address with delivery point barcode must show through  
5 the window of the outgoing window envelope. The specifications for the vote by  
6 mail return envelope are as follows:
- 7 i. Paper – weight and color required: 24 lb. standard weight; colors are  
8 orchid, orange, green, yellow, blue, and brown. Multi-colored envelope –  
9 front flood.
  - 10 ii. Ink – number of colors required on the front, back and inside: 2 colors,  
11 black and red.
  - 12 iii. Flap – options for remoisten glue or peel off tape.
  - 13 iv. Flap – Security tear-off tab measuring approximately 1 3/8" by 2 9/16".  
14 Exception: FCERA elections do not use the tear-off security tab in the  
15 return envelope flap.
- 16 b. Outgoing window envelope (approximately 9.625" x 6.125" with custom window)  
17 – 24 lb. standard weight. The specifications for the vote by mail outgoing  
18 envelope are as follows:
- 19 i. Paper color required: White with blue flood.
  - 20 ii. Window – approximate 1 3/4" x 4"; position is in the right-hand corner;  
21 cellophane or polyfilm window.
- 22 c. Official Ballot (8 1/2" x 11"; 8 1/2" x 14", 8 1/2" x 17", 8 1/2" x 18", or 8 1/2" x 19").  
23 Official ballots are divided into separate precincts as called for by a specific  
24 election and must be separated and matched with the corresponding voter  
25 addressed return envelope.
- 26 d. Separate instructions to the voter (8 1/2" x 11" paper), which may be multiple  
27 pages on colored paper and require folding.

28 10. Receive approval from the United States Postal Service on all envelope artwork and

## Exhibit A

1 design of envelopes.

2 11. Guarantee a perfect match between the voter specific return envelope and precinct  
3 specific ballots and other materials during an automated inserting process.

4 12. Prepare vote by mail mailings per USPS requirements.

5 13. Must comply with USPS "move update" requirements, NCOA ("National Change of  
6 Address") and IMB.

7 14. Must provide five electronic samples of ink-jetted reply envelopes with sample variable  
8 voter data for County review. The County will test ballot ID barcode. IVS must not  
9 change ink-jet setting while waiting for the County approval.

10 15. Printing Specifications for Variable Voter Data

11 a. Registered voter information: The County will provide the variable information for  
12 each registered voter on electronic media in a fixed field format.

13 i. All variable information will be printed on the return vote by mail envelope.

14 The name and mailing address of the registered voter will be printed on  
15 the envelope and will show through the window of the outgoing envelope  
16 when inserted.

17 ii. The name and address block consist of:

18	Vote by Mail ID (3 of 9 barcode)	ID must be human readable
19	Job Line	-Job Number -Sequence number of ballots within -Precinct Mail or Vote by Mail Indicator -Vote by Mail ID
20		
21	County Line	-Election date -Voter's political party -Voting precinct -Voter affidavit (registration) ID
22		
23	Voter Name	-Job number -Sequence number of ballots within -Precinct mail or Vote by Mail Indicator -Vote by Mail ID -Zip Code (post net barcode)
24		
25		

26 The residence address block is printed on the envelope at a separate location. This  
27 information includes residence address, city, state, and zip code.

28 16. Barcode printing:



## Exhibit A

1  
2 A delivery-point barcode consisting of the ZIP + 4 code for the mailing address of the  
3 voter will be printed under the job line. The barcode must meet all USPS POSTNET  
4 barcode specifications for height, weight, and pitch. The barcode must show clearly in  
5 the window of the outgoing envelope with a 1/8" clearance when the return envelope is  
6 inserted into the outgoing window envelope and tapped in any direction. Barcode must  
7 be on both the front and back of the incoming voter returned envelope.

8  
9 A human readable code line shall be printed in a human readable font above the  
10 name/address on the return envelope and will be positioned to show through the window  
11 of the outgoing window envelope. It will be printed on the return envelope at  
12 approximately 2 1/4" above the bottom and start at 4" from the right-hand edge. The font  
13 will be no smaller than eight lines per inch (LPI) and 12 characters per inch (CPI).

14  
15 The format of the human readable code for both ballot and Voter line shall be:

Field Description	Length	Sample
Election date	8	08061999 mmddyyyy
File type	8	Regular, mailed, military, permanent
File Date	8	05121999 mmddyyyy
Voter's Political Party	3	REP
Voting Precinct	4	0501
Affidavit number	10	00F123456
Issue number	1	1
Voter Name	41	Placeholder J Name Jr
Residence Add	50	123 W Streetname Way
Res City/State/Zip	33	Fresno, CA 93711
Mailing Address	50	PO Box 1234
Mailing City	13	Fresno
Mailing State	2	CA
Mailing Zip	5	93722

## Exhibit A

1 Note: File Date is the date the file was generated and will be used to distinguish one file  
2 from another of the same file type.

3 Label format for mailing address information:

4  
5 090519-1 0501 00F123456 1 (Election date; election number; voting precinct; affidavit  
6 number; issue number)

7 Placeholder J Name Jr

8 PO Box 1234

9 Fresno, CA 93722

10  
11 A) Human readable lines will be printed above the code 3 of 9 barcode approximately  
12 ¼” from the left-hand edge of the envelope. The format will be as  
13 follows: 6 character election date.

14  
15 B) Once the inserting is complete, the outgoing mailer will be sealed and presorted  
16 according to USPS requirements for Non-Profit or First-Class mail (whichever is  
17 applicable). IVS will be responsible for delivering the sealed outgoing mailer to the  
18 Fresno BMAU (Bulk Mail Acceptance Unit).

### 20 SECTION V: VOTER SERVICES MAILERS

- 21
- 22 1. Voter Notification Card (“VNC”): Provided by the California Secretary of State. IVS must  
23 have the capability to print on a template. They would process by inkjet and send out on  
24 a biweekly or monthly basis.
  - 25 2. County Voter Information Guide (“CVIG”): IVS must have the capability to print on a  
26 template. CVIG are 8 ½” X 11” bound booklets between 24 and 120 pages and require  
27 printing on the back cover only.
  - 28 3. Conditional Voter Registration (“CVR”) and Provisional Envelopes: IVS must be capable

## Exhibit A

1 of providing CVR and Provisional Envelopes. The current CVR and Provisional  
2 envelopes are approximately 10" X 13" booklet size with attached carbon copy on the  
3 front of the envelope. The envelopes are yellow or pink with black ink and allow for front  
4 and back printing on the envelope. CVR and Provisional envelopes must be provided in  
5 bulk to Fresno County at least 45 days prior to an election.

- 6 4. 8D2 Cards: County will provide IVS the layout of the postcard, and IVS shall inkjet and  
7 mail on a biweekly / monthly basis.
- 8 5. 2225(b) Cards: County shall provide IVS the layout of the postcard, and IVS shall inkjet  
9 and mail on a biweekly / monthly basis.
- 10 6. Special mailers: IVS shall maintain capacity to produce any special mailers requested  
11 by County utilizing various sizes and colors.
- 12 7. Inserts: IVS shall maintain capacity to produce multiple inserts of different sizes,  
13 amounts, and colors.
- 14
- 15 8. New Homeowner Files – IVS shall maintain the capacity to print new homeowner  
16 records on template provided by the County on a monthly basis.
- 17

### 18 SECTION VI: OTHER INFORMATION

- 19
- 20 A) By January 30, 2024, of each calendar year, IVS shall submit copies of the most recent  
21 years' independently audited or reviewed financial statements, if requested.
- 22 B) IVS must maintain an effective Emergency Contingency Plan which describes how and  
23 where services will be provided in case of a major interruption in services at IVS's  
24 primary printing location. A copy of this plan must be provided to the County by January  
25 30, 2024.
- 26 C) IVS must maintain and update as needed its security plan and provide an updated copy  
27 to the County.
- 28 D) IVS shall provide a turnaround time for blank ballot stock of two hours. IVS shall print

## Exhibit A

1 and insert ballots and envelopes within the State of California.

2 E) IVS shall ensure 100% accuracy in ballot printing, vote by mail processing, and vote by  
3 mail envelopes.

4 F) IVS shall provide the following throughout the contract period as such period is stated in  
5 the Agreement:

6 1. Staff who are experts in vote by mail processing.

7 2. 24-7 Customer Service Support Center.

8 3. Flexible on-site customer visits.

9 4. Election Industry Experienced Staff.

10 5. IVS shall provide the County with technical information on how to reduce costs  
11 where appropriate.

12 6. IVS shall provide technical support to the County's staff as needed at no additional  
13 cost to the County.

14 7. 100% Digital Printing Solutions.

15 8. 100% Ballot Printing and Vote by Mail Assembly and Mailing performed in Dinuba,  
16 California.

17 9. Ongoing Tracking and Reporting.

18 10. Technology updates as needed for ballot printing, vote by mail processing, and vote  
19 by mail envelopes at no additional cost to the County.

20 G) The Fresno County Clerk/Registrar of Voters shall be provided full access without  
21 restrictions to IVS's production facilities.

22

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28

## Exhibit B

### Compensation and Expenses

The Contractor will be compensated for performance of its services under this Agreement and for the amount of certain expenses, identified below, as provided in this Exhibit B. The Contractor is not entitled to any compensation or payment for any cost or expenses except as expressly provided in this Exhibit B.

### Compensation

<b>Vote by Mail (VBM) Ballots without Stubs</b>	<b>Cost</b>
11" Ballot without stub (2 sided)	\$0.245 per ballot
14" Ballot without stub (2 sided)	\$0.245 per ballot
17" Ballot without stub (2 sided)	\$0.260 per ballot
18" Ballot without stub (2 sided)	\$0.260 per ballot
18" Ballot without stub (2 sided)	\$0.260 per ballot
<b>Blank Ballot Stock</b>	
11" Page	\$0.120 per ballot
14" Page	\$0.120 per ballot
17" Page	\$0.150 per ballot
18" Page	\$0.150 per ballot
19" Page	\$0.150 per ballot
<b>Test Deck-No stubs-Prefilled</b>	
11" Ballot (2 sided)	\$0.260 per ballot
14" Ballot (2 sided)	\$0.260 per ballot
17" Ballot (2 sided)	\$0.260 per ballot
18" Ballot (2 sided)	\$0.260 per ballot
19" Ballot (2 sided)	\$0.260 per ballot
<b>Custom Boxes</b>	
11" Ballot	\$1.500 per box
14" Ballot	\$1.500 per box
17" Ballot	\$1.500 per box
18" Ballot	\$1.500 per box
19" Ballot	\$1.500 per box
<b>Additional Pricing</b>	
Party Ballots (More than two)	Included in pricing
Database setup ballots	Included in pricing

## Exhibit B

1	Ballot order received after E-56	Plus 5%
2	Extra charge for ballot order under quantity of 100,000	N/A
3	Scoring, folding, printing all variable data, including inkjet set up	Included in pricing
4	Split order for deliveries	N/A
5	Supplemental order setup	\$50.000
6	Minimum order charge	\$500.000
7	<b>Initial Mailing (E-29)</b>	
8	Assembly, Inserting, and Mailing Prep (1 ballot card)	\$0.240 per piece
9	Assembly, Inserting, and Mailing Prep (2 ballot cards)	\$0.240 per piece
10	Estimated Postage Rate (1 ballot card)	\$0.110 per piece
11		
12	Estimated Postage Rate (2 ballot cards)	\$0.110 per piece
13	<b>Subsequent Mailing (weekly to E-7)</b>	
14	Assembly, Inserting, and Mailing Prep (1 ballot card)	\$0.240 per piece
15	Assembly, Inserting, and Mailing Prep (2 ballot cards)	\$0.240 per piece
16		
17	Estimated Postage Rate (1 ballot card)	\$0.110 per piece
18	Estimated Postage Rate (2 ballot cards)	\$0.110 per piece
19		
20	What is the minimum quantity for subsequent mailings?	<u>0</u>
21	<b>Additional Pricing</b>	
22	Database setup Mail Ballot File	Included in pricing
23	Database for Mail Ballot Packets received after E-56	Plus 5%
24	Envelopes including USPS approval under 100,000	\$0.070 per envelope
25	Envelopes including USPS approval over 100,000	\$0.070 per envelope
26		
27	Reply Envelopes including USPS approval under 100,000	\$0.083 per envelope
28		

## Exhibit B

1	Reply Envelopes including USPS approval over 100,000	\$0.083 per envelope
2	Envelopes set up including USPS approval	\$125.000 per envelope type
3		
4	Mail ballot packets under 100,000	\$0.240 per packet
5	Mail ballot packets over 100,000	\$0.240 per packet
6		
7	Sample Ballot inserting into mail ballot packets for postage savings	\$0.050 per packet
8	USPS Mail Ballot Voter Tracking Set-up	Included in pricing
9		
10	USPS Mail Ballot Voter Tracking	\$0.025 per piece
11	<b>Pre-payment Discount</b>	10%
12	8D2 cards	\$0.140 per card
13	Vote center Post cards color 8 ½" X 11"	\$0.120 per card
14	Vote center Post cards color 8 ½" X 11" – year 4 and year 5	\$0.130 per card
15	Voter Notification Post Card 8 ½" X 5 ½" Black	\$0.080 per card
16	Precinct Officers Handbook over 90 pages black print	\$9.500 per book, increasing \$0.200 per year
17	Vote by mail insert Black 8 ½" X 11"	\$0.050 per sheet
18	Vote by mail insert Black 8 ½" X 11" – year 4 and year 5	\$0.060 per sheet
19	Vote by mail insert color 8 ½" X 11"	\$0.060 per sheet
20	Vote by mail insert color 8 ½" X 11" – year 4 and year 5	\$0.070 per sheet
21	Vote by mail insert Black 17" X 11"	\$0.090 per sheet
22	Vote by mail insert color 17" X 11"	\$0.110 per sheet
23	Vote by mail insert color 17" X 11" – year 4 and year 5	\$0.120 per sheet
24	White precinct rosters	\$0.070 per page
25	Yellow street rosters	\$0.070 per page
26	Assembly of rosters	50.00 per Hour
27	CVIG inkjetting and mailing	\$0.070 per book
28	CVIG inkjetting and mailing additional mailings	\$0.120 per book
	CVR and Provisional Envelopes	\$0.350 per envelope
	Special Projects will be quoted	

## Exhibit B

### EXPENSES

1  
2 **Cyber Liability Insurance Coverage** – Contractor shall be paid for the amount of expenses  
3 incurred, not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for the term of this  
4 Agreement, of purchasing cyber liability insurance coverage required under Exhibit D to this  
5 Agreement, “Insurance Requirements,” provided however, the amount of Contractor’s actual  
6 expenses incurred for purchasing such cyber liability insurance coverage shall not limit  
7 Contractor’s performance of its obligations under Exhibit D to this Agreement, “Insurance  
8 Requirements.”

9  
10 **Exhibit E, Data Security, Requirements** – Contractor shall be paid for the amount of expenses  
11 incurred, not to exceed Twenty Thousand Dollars (\$20,000.00) for the term of this Agreement, to  
12 comply with the data security requirements described in Exhibit E to this Agreement, “Data  
13 Security,” provided however, the amount of Contractor’s actual expenses incurred for complying  
14 with the data security requirements described in Exhibit E to this Agreement, “Data Security,” shall  
15 not limit Contractor’s performance of its obligations under Exhibit E to this Agreement, “Data  
16 Security.”



## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

# Exhibit C

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**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(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**

<b>Signature:</b>		<b>Date:</b>	
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## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

(E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not

## Exhibit D

1 less than five years after completion of services under this Agreement; and (3) if the  
2 policy is canceled or not renewed, and not replaced with another claims-made policy  
3 with a retroactive date prior to the date on which services begin under this Agreement,  
4 then the Contractor shall purchase extended reporting coverage on its claims-made  
5 policy for a minimum of five years after completion of services under this Agreement.

6 (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars  
7 (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The  
8 cyber liability policy must be endorsed to cover the full replacement value of damage to,  
9 alteration of, loss of, or destruction of intangible property (including but not limited to  
10 information or data) that is in the care, custody, or control of the Contractor.

11 **Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security  
12 Breach, which may include Disclosure of Personal Information to an Unauthorized Third  
13 Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Sections  
14 IV and VI of Exhibit A of this Agreement; (iv) system failure; (v) data recovery; (vi) failure  
15 to timely disclose data breach or Security Breach; (vii) failure to comply with privacy  
16 policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property,  
17 including but not limited to infringement of copyright, trademark, and trade dress; (x)  
18 invasion of privacy, including release of private information; (xi) information theft; (xii)  
19 damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv)  
20 extortion related to the Contractor's obligations under this Agreement regarding  
21 electronic information, including Personal Information; (xv) fraudulent instruction; (xvi)  
22 funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach  
23 response costs, including Security Breach response costs; (xx) regulatory fines and  
24 penalties related to the Contractor's obligations under this Agreement regarding  
25 electronic information, including Personal Information; and (xxi) credit monitoring  
26 expenses.

## Exhibit D

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

## Exhibit D

1 (v) The cyber liability insurance certificate must also state that it is endorsed, and  
2 include an endorsement, to cover the full replacement value of damage to,  
3 alteration of, loss of, or destruction of intangible property (including but not limited  
4 to information or data) that is in the care, custody, or control of the Contractor.

5 (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be  
6 issued by admitted insurers licensed to do business in the State of California and  
7 possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no  
8 less than A: VII.

9 (C) **Notice of Cancellation or Change.** For each insurance policy required under this  
10 Agreement, the Contractor shall provide to the County, or ensure that the policy requires  
11 the insurer to provide to the County, written notice of any cancellation or change in the  
12 policy as required in this paragraph. For cancellation of the policy for nonpayment of  
13 premium, the Contractor shall, or shall cause the insurer to, provide written notice to the  
14 County not less than 10 days in advance of cancellation. For cancellation of the policy  
15 for any other reason, and for any other change to the policy, the Contractor shall, or shall  
16 cause the insurer to, provide written notice to the County not less than 30 days in  
17 advance of cancellation or change. The County in its sole discretion may determine that  
18 the failure of the Contractor or its insurer to timely provide a written notice required by  
19 this paragraph is a breach of this Agreement.

20 (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance  
21 with broader coverage, higher limits, or both, than what is required under this  
22 Agreement, then the County requires and is entitled to the broader coverage, higher  
23 limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer  
24 to deliver, to the County's Risk Manager certificates of insurance and endorsements for  
25 all of the coverages that have such broader coverage, higher limits, or both, as required  
26 under this Agreement.

27 (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its  
28 officers, agents, employees, and volunteers any amounts paid under the policy of

## Exhibit D

1 worker's compensation insurance required by this Agreement. The Contractor is solely  
2 responsible to obtain any policy endorsement that may be necessary to accomplish that  
3 waiver, but the Contractor's waiver of subrogation under this paragraph is effective  
4 whether or not the Contractor obtains such an endorsement.

5 (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep  
6 in effect at all times any insurance coverage required under this Agreement, the County  
7 may, in addition to any other remedies it may have, suspend or terminate this  
8 Agreement upon the occurrence of that failure, or purchase such insurance coverage,  
9 and charge the cost of that coverage to the Contractor. The County may offset such  
10 charges against any amounts owed by the County to the Contractor under this  
11 Agreement.

12 (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by  
13 the Contractor to provide services under this Agreement maintain insurance meeting all  
14 insurance requirements provided in this Agreement. This paragraph does not authorize  
15 the Contractor to provide services under this Agreement using subcontractors.  
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## Exhibit E Data Security

### 1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

(A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.

(B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.

(C) **“Director”** means the Fresno County Clerk/Registrar of Voters or his or her designee.

(D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

(E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.

(F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision



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1 (e). Personal Information does not include publicly available information that is lawfully  
2 made available to the general public from federal, state, or local government records.

3 (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to  
4 the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security  
5 Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly  
6 investigate and take remedial action under this Exhibit E.

7 (H) **“Security Safeguards”** means physical, technical, administrative or organizational  
8 security procedures and practices put in place by the Contractor (or any Authorized  
9 Persons) that relate to the protection of the security, confidentiality, value, or integrity of  
10 Personal Information. Security Safeguards shall satisfy the minimal requirements set  
11 forth in section 3(C) of this Exhibit E.

12 (I) **“Security Breach”** means (i) any act or omission that compromises either the security,  
13 confidentiality, value, or integrity of any Personal Information or the Security Safeguards,  
14 or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of,  
15 or any corruption of or damage to, any Personal Information.

16 (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply,  
17 manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose  
18 of Personal Information.

19 **2. Standard of Care**

20 (A) The Contractor acknowledges that, in the course of its engagement by the County under  
21 this Agreement, the Contractor, or any Authorized Persons, may Use Personal  
22 Information only as permitted in this Agreement.

23 (B) The Contractor acknowledges that Personal Information is deemed to be confidential  
24 information of, or owned by, the County (or persons from whom the County receives or  
25 has received Personal Information) and is not confidential information of, or owned or by,  
26 the Contractor, or any Authorized Persons. The Contractor further acknowledges that all  
27 right, title, and interest in or to the Personal Information remains in the County (or  
28 persons from whom the County receives or has received Personal Information)

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1           regardless of the Contractor's, or any Authorized Person's, Use of that Personal  
2           Information.

3           (C) The Contractor agrees and covenants in favor of the County that the Contractor shall:

4           (i) keep and maintain all Personal Information in strict confidence, using such degree of  
5           care under this section 2 as is reasonable and appropriate to avoid a Security  
6           Breach;

7           (ii) Use Personal Information exclusively for the purposes for which the Personal  
8           Information is made accessible to the Contractor pursuant to the terms of this Exhibit  
9           E;

10          (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal  
11          Information for the Contractor's own purposes or for the benefit of anyone other than  
12          the County, without the County's express prior written consent, which the County  
13          may give or withhold in its sole and absolute discretion, which shall not be  
14          unreasonably withheld; and

15          (iv) not, directly or indirectly, Disclose Personal Information to any person (an  
16          "Unauthorized Third Party") other than Authorized Persons pursuant to this  
17          Agreement, without the Director's express prior written consent, which shall not be  
18          unreasonably withheld.

19          (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it,  
20          or any Authorized Person, is required to disclose Personal Information to government  
21          regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be  
22          required by applicable law, Contractor shall (i) immediately notify the County of the  
23          specific demand for, and legal authority for the disclosure, including providing County  
24          with a copy of any notice, discovery demand, subpoena, or order, as applicable,  
25          received by the Contractor, or any Authorized Person, from any government regulatory  
26          authorities, or in relation to any legal proceeding, and (ii) promptly notify the County  
27          before such Personal Information is offered by the Contractor for such disclosure so that  
28          the County may have sufficient time to obtain a court order or take any other action the

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1 County may deem necessary to protect the Personal Information from such disclosure,  
2 and the Contractor shall cooperate with the County to minimize the scope of such  
3 disclosure of such Personal Information.

4 (E) The Contractor shall remain liable to the County for the actions and omissions of any  
5 person or entity under Contractor's control concerning its Use of such Personal  
6 Information as if they were the Contractor's own actions and omissions.

7 **3. Information Security**

8 (A) The Contractor covenants, represents and warrants to the County that the Contractor's  
9 Use of Personal Information under this Agreement does and will at all times comply with  
10 all applicable federal, state, and local, privacy and data protection laws, as well as all  
11 other applicable regulations and directives, including but not limited to California Civil  
12 Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-  
13 Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3,  
14 beginning with section 1747).

15 (B) The Contractor covenants, represents and warrants to the County that, as of the  
16 effective date of this Agreement, the Contractor has not received notice of any violation  
17 of any privacy or data protection laws, as well as any other applicable regulations or  
18 directives, and is not the subject of any pending legal action or investigation by, any  
19 government regulatory authority regarding same.

20 (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the  
21 Contractor's (or Authorized Person's) Security Safeguards shall conform to accepted  
22 industry practices and, at a minimum, include the following:

- 23 (i) limiting Use of Personal Information strictly to the Contractor's and Authorized  
24 Persons' technical and administrative personnel who are necessary for the  
25 Contractor's, or Authorized Persons', Use of the Personal Information pursuant to  
26 this Agreement;

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- 1 (ii) ensuring that all of the Contractor's connectivity to County computing systems will  
2 only be through the County's security gateways and firewalls, and only through  
3 security procedures approved upon the express prior written consent of the Director;
- 4 (iii) to the extent that they contain or provide access to Personal Information, (a)  
5 securing business facilities, data centers, paper files, servers, back-up systems and  
6 computing equipment, operating systems, and software applications, including, but  
7 not limited to, all mobile devices and other equipment, operating systems, and  
8 software applications with information storage capability; (b) employing adequate  
9 controls and data security measures, both internally and externally, to protect (1) the  
10 Personal Information from potential loss or misappropriation, or unauthorized Use,  
11 and (2) the County's operations from disruption and abuse; (c) having and  
12 maintaining network, device application, database and platform security; (d)  
13 maintaining authentication and access controls within media, computing equipment,  
14 operating systems, and software applications; and (e) installing and maintaining in all  
15 mobile, wireless, or handheld devices a secure internet connection, having  
16 continuously updated anti-virus software protection and a remote wipe feature  
17 always enabled, all of which is subject to express prior written consent of the  
18 Director, which consent shall not be unreasonably withheld;
- 19 (iv) encrypting all Personal Information at advance encryption standards of Advanced  
20 Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices,  
21 including but not limited to hard disks, portable storage devices, or remote  
22 installation, or (b) transmitted over public or wireless networks (the encrypted  
23 Personal Information must be subject to password or pass phrase, and be stored on  
24 a secure server and transferred by means of a secure File Transfer Protocol (FTP  
25 site);
- 26 (v) strictly segregating Personal Information from all other information of the Contractor,  
27 including any Authorized Person, or anyone with whom the Contractor or any  
28

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1 Authorized Person deals so that Personal Information is not commingled with any  
2 other types of information;

3 (vi) having a patch management process including installation of all operating system  
4 and software vendor security patches;

5 (vii) maintaining appropriate personnel security and integrity procedures and practices,  
6 including, but not limited to, conducting background checks of Authorized Employees  
7 consistent with applicable law; and

8 (viii) providing appropriate privacy and information security training to Authorized  
9 Employees.

10 (D) During the term of each Authorized Employee's employment by the Contractor, the  
11 Contractor shall cause such Authorized Employees to abide strictly by the  
12 Contractor's obligations under this Exhibit E. The Contractor shall maintain a  
13 disciplinary process to address any unauthorized Use of Personal Information by any  
14 Authorized Employees.

15 (E) The Contractor shall provide the County with the name and contact information for  
16 one Authorized Employee (including such Authorized Employee's work shift, and at  
17 least one alternate Authorized Employee for each Authorized Employee during such  
18 work shift) who shall serve as the County's primary security contact with the  
19 Contractor and shall be available to assist the County twenty-four (24) hours per day,  
20 seven (7) days per week as a contact in resolving the Contractor's and any  
21 Authorized Persons' obligations associated with a Security Breach or a Privacy  
22 Practices Complaint.

23 (F) The Contractor shall not knowingly include or authorize any Trojan Horse, back door,  
24 time bomb, drop dead device, worm, virus, or other code of any kind that may  
25 disable, erase, display any unauthorized message within, or otherwise impair any  
26 County computing system, with or without the intent to cause harm.

27 **4. Security Breach Procedures**

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1 (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach,  
2 the Contractor shall (i) notify the Director of the Security Breach, such notice to be given  
3 first by telephone at the following telephone number (559) 600-3013, followed promptly  
4 by email at the following email address:clerk-elections@fresnocountyca.gov (which  
5 telephone number and email address the County may update by providing notice to the  
6 Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized  
7 Person to preserve all relevant evidence) relating to the Security Breach. The notification  
8 shall include, to the extent reasonably possible, the identification of each type and the  
9 extent of Personal Information that has been, or is reasonably believed to have been,  
10 breached, including but not limited to, compromised, or subjected to unauthorized Use,  
11 Disclosure, or modification, or any loss or destruction, corruption, or damage. Notice is  
12 completed when receipt is acknowledged by Director.

13 (B) Immediately following the Contractor's notification to the County of a Security Breach, as  
14 provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each  
15 other to investigate the Security Breach. The Contractor agrees to fully cooperate with  
16 the County, including, without limitation:

- 17 (i) assisting the County in conducting any investigation;
- 18 (ii) providing the County with physical access to the facilities and operations affected;
- 19 (iii) facilitating interviews with Authorized Persons and any of the Contractor's other  
20 employees knowledgeable of the matter; and
- 21 (iv) making available all relevant records, logs, files, data reporting and other materials  
22 required to comply with applicable law, regulation, industry standards, or as  
23 otherwise reasonably required by the County.

24 To that end, the Contractor shall, with respect to a Security Breach, be solely  
25 responsible, at its cost, for all notifications required by law and regulation, or deemed  
26 reasonably necessary by the County, and the Contractor shall provide a written report of  
27 the investigation and reporting required to the Director within 30 days after the  
28 Contractor's discovery of the Security Breach.

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1 (C) County shall promptly notify the Contractor of the Director’s knowledge, or reasonable  
2 belief, of any Privacy Practices Complaint, and upon the Contractor’s receipt of that  
3 notification, the Contractor shall promptly address such Privacy Practices Complaint,  
4 including taking any corrective action under this Exhibit E, all at the Contractor’s sole  
5 expense, in accordance with applicable privacy rights, laws, regulations and standards.  
6 In the event the Contractor discovers a Security Breach, the Contractor shall treat the  
7 Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor’s  
8 receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the  
9 County whether the matter is a Security Breach, or otherwise has been corrected and  
10 the manner of correction, or determined not to require corrective action and the reason  
11 for that determination.

12 (D) The Contractor shall take prompt corrective action to respond to and remedy any  
13 Security Breach and take mitigating actions, including but not limiting to, preventing any  
14 reoccurrence of the Security Breach and correcting any deficiency in Security  
15 Safeguards as a result of such incident, all at the Contractor’s sole expense, in  
16 accordance with applicable privacy rights, laws, regulations and standards. The  
17 Contractor shall reimburse the County for all reasonable costs incurred by the County in  
18 responding to, and mitigating damages caused by, any Security Breach, including all  
19 costs of the County incurred in relation to any litigation or other action described section  
20 4(E) of this Exhibit E. The County shall reimburse the Contractor for all reasonable costs  
21 incurred by the Contractor in responding to, and mitigating damages resulting from, a  
22 Security Breach caused solely by the County or an agent of County other than  
23 Contractor.

24 (E) In the event of a Security Breach caused solely by Contractor, the Contractor agrees to  
25 cooperate, at its sole expense, with the County in any litigation or other action to protect  
26 the County’s rights relating to Personal Information, including the rights of persons from  
27 whom the County receives Personal Information.

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1 (F) In the event of a Security Breach caused solely by County or an agent of County other  
2 than Contractor, the County agrees to cooperate, at its sole expense, with the Contractor  
3 in any litigation or other action to which Contractor becomes a party wherein such action  
4 is for the purpose of protecting the County's rights relating to Personal Information,  
5 including the rights of persons from whom the County receives Personal Information.

6 **5. Oversight of Security Compliance**

7 (A) The Contractor shall have and maintain a written information security policy that  
8 specifies Security Safeguards appropriate to the size and complexity of the Contractor's  
9 operations and the nature and scope of its activities.

10 (B) Upon the County's written request, to confirm the Contractor's compliance with this  
11 Exhibit E, as well as any applicable laws, regulations and industry standards, the  
12 Contractor grants the County or, upon the County's election, a third party on the  
13 County's behalf, permission to perform an assessment, audit, examination or review of  
14 all controls in the Contractor's physical and technical environment in relation to all  
15 Personal Information that is Used by the Contractor pursuant to this Agreement. The  
16 Contractor shall fully cooperate with such assessment, audit or examination, as  
17 applicable, by providing the County or the third party on the County's behalf, access to  
18 all Authorized Employees and other knowledgeable personnel, physical premises,  
19 documentation, infrastructure and application software that is Used by the Contractor for  
20 Personal Information pursuant to this Agreement. In addition, the Contractor shall  
21 provide the County with the results of any audit by or on behalf of the Contractor that  
22 assesses the effectiveness of the Contractor's information security program as relevant  
23 to the security and confidentiality of Personal Information Used by the Contractor or  
24 Authorized Persons during the course of this Agreement under this Exhibit E.

25 (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information  
26 agree to the same restrictions and conditions in this Exhibit E. that apply to the  
27 Contractor with respect to such Personal Information by incorporating the relevant  
28 provisions of these provisions into a valid and binding written agreement between the



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1 Contractor and such Authorized Persons, or amending any written agreements to  
2 provide same.

3 **6. Return or Destruction of Personal Information.** Upon the termination of this Agreement,  
4 the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County  
5 all Personal Information, whether in written, electronic or other form or media, in its possession  
6 or the possession of such Authorized Persons, in a machine readable form used by the County  
7 at the time of such return, or upon the express prior written consent of the Director, securely  
8 destroy all such Personal Information, and certify in writing to the County that such Personal  
9 Information have been returned to the County or disposed of securely, as applicable. If the  
10 Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit  
11 E, such certification shall state the date, time, and manner (including standard) of disposal and  
12 by whom, specifying the title of the individual. The Contractor shall comply with all reasonable  
13 directions provided by the Director with respect to the return or disposal of Personal Information  
14 and copies of Personal Information. If return or disposal of such Personal Information or copies  
15 of Personal Information is not feasible, the Contractor shall notify the County according,  
16 specifying the reason, and continue to extend the protections of this Exhibit E to all such  
17 Personal Information and copies of Personal Information. The Contractor shall not retain any  
18 copy of any Personal Information after returning or disposing of Personal Information as  
19 required by this section 6. The Contractor's obligations under this section 6 survive the  
20 termination of this Agreement and apply to all Personal Information that the Contractor retains if  
21 return or disposal is not feasible and to all Personal Information that the Contractor may later  
22 discover.

23 **7. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its  
24 officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all  
25 infringement of intellectual property including, but not limited to infringement of copyright,  
26 trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized  
27 Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage  
28 to, Personal Information, Security Breach response and remedy costs, credit monitoring

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1 expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest,  
2 awards, fines and penalties (including regulatory fines and penalties), costs or expenses of  
3 whatever kind, including attorneys' fees and costs, the cost of enforcing any right to  
4 indemnification or defense under this Exhibit E and the cost of pursuing any insurance  
5 providers, arising out of or resulting from any third party claim or action against any County  
6 Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized  
7 Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or  
8 arising out of or resulting from the Contractor's failure to comply with any of its obligations under  
9 this section 7. The provisions of this section 7 do not apply to the acts or omissions of the  
10 County. The provisions of this section 7 are cumulative to any other obligation of the Contractor  
11 to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The  
12 provisions of this section 7 shall survive the termination of this Agreement.

13 **8. Survival.** The respective rights and obligations of the Contractor and the County as stated  
14 in this Exhibit E shall survive the termination of this Agreement.

15 **9. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E  
16 is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the  
17 County or the Contractor and their respective successors or assignees, any rights, remedies,  
18 obligations or liabilities whatsoever.

19 **10. No County Warranty.** The County does not make any warranty or representation whether  
20 any Personal Information in the Contractor's (or any Authorized Person's) possession or control,  
21 or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is  
22 or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

23  
24 -END-