

BALLOT PRINT AND MAIL SERVICES AGREEMENT

THIS PRINT AND MAIL SERVICES AGREEMENT (“Agreement”) is executed by and between RUNBECK ELECTION SERVICES, INC. (“Runbeck”), an Arizona corporation, with its principal offices located at 2404 W. 14th Street, Suite 110, Tempe, Arizona 85281 and the COUNTY OF SANTA BARBARA, California, a political subdivision of the State of California (“County”), with offices located at 4440-A Calle Real, Santa Barbara, California 93110.

RECITALS:

A. Runbeck is the provider of certain ballot printing and mailing services (the “Services”), more fully described in Exhibits A and B, which are available for sale. Runbeck also offers other services, support and products related to the elections process.

B. County desires to purchase from Runbeck products and services that are described in Exhibits A and B.

WITNESSETH:

In consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Product and Service Purchase.** If requested by County, Runbeck agrees to sell and County agrees to purchase the ballot printing and mailing services (and related products) that are described in Exhibits A and B. County agrees to pay to Runbeck the purchase price as shown in Exhibit A and the parties expressly acknowledge and agree that if the cost of paper increases by more than 1.0% annually, the price will be adjusted to include the amount by which such annual paper cost increase exceeds 1.0%; provided, however, that County shall not be required to pay as a paper cost adjustment more than 5% in any one year during the term of this Agreement. County agrees to use the purchased Products and Services in a manner that is consistent with the terms of this Agreement. It is only upon the County’s request that Runbeck will provide the services.

2. **Term; Option to Extend.**

2.1 **Term.** The term of this Agreement shall start on the Commencement Date and shall run for twelve (12) consecutive months. The Commencement Date shall be the date on which County signs this Agreement. Except for the termination provisions contained herein at Section 11, this Agreement may not be terminated during the term.

2.2 **Option to Extend.** At the end of the initial term of this Agreement, County shall have the option to extend this Agreement for one one-year period and all terms and conditions of this Agreement shall thereupon remain in full force and effect. The prices during the extended term shall remain subject to an annual increase adjustment per thresholds noted in Section 1 above. County must deliver to Runbeck written notice at least ninety (90) days before the end of the initial term of its exercise of the option to extend. Any extension or renewal must

be accompanied by a new submission of proof of insurance by Runbeck in accordance with the then existing standards of County Risk Management.

3. **Payment to Runbeck.** For Runbeck services and associated products to be rendered under this Agreement, Runbeck shall be paid a total contract amount, including cost reimbursements, not to exceed \$500,000. Payment for services and/or reimbursement of costs shall be made upon Runbeck's satisfactory performance based upon the scope and methodology contained in Exhibits A and B as determined by County. Upon completion of the work and/or delivery to County of item(s) specified therein, Runbeck shall submit to the County Designated Representative at the address designated in Section 20 Notices below an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. County Designated Representative shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from Runbeck. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's rights to require Runbeck to correct such work or billings or seek any other legal remedy. Payment terms on amounts billed to County are Net 30 Days.

4. **Product Delivery.** Runbeck shall deliver all Products and Services to County at the address specified in Section 20 Notices of this Agreement or at such other address that County provides in writing. The Products and Services will be delivered on a schedule that is mutually acceptable to the parties. All voter data provided by County to Runbeck by the 33rd day prior to the election must be processed and mailed on the 29th day prior to the election. No exceptions. Supplemental voter data files uploaded by County to the secure FTP site by 3:00 p.m. will be processed and mailed the next business day. Runbeck shall not be responsible for delays in delivery of the Products and Services that are not caused by Runbeck. The County is not liable for payment for any incorrectly printed or late ballots.

5. **Indemnification and Insurance.** Runbeck agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

6. **Limitation of Liability.** RUNBECK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS OR DAMAGES BY ANY PARTY RESULTING FROM COUNTY'S IMPROPER OR NEGLIGENT USE OR POSSESSION OF PRODUCTS. RUNBECK SHALL NOT BE LIABLE TO COUNTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES.

7. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is mutually understood and agreed that Runbeck (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Runbeck shall perform its work and function. However, County shall retain the right to administer this

Agreement so as to verify that Runbeck is performing its obligations in accordance with the terms and conditions hereof. Runbeck understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Runbeck shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Runbeck shall be solely responsible and save County harmless from all matters relating to payment of Runbeck's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Runbeck may be providing services to others unrelated to the County or to this Agreement.

8. **Taxes.** County shall be responsible for paying, when due, all taxes that are imposed by any state, local or other government authority on County's possession or use of the Products and Services referred to in Section 1 of this Agreement. Runbeck shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Runbeck's behalf, and should County be required to do so by state, federal, or local taxing agencies, Runbeck agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

9. **Access.** Runbeck shall allow representatives of the County Clerk-Recorder-Registrar of Voter's Office access to ballots during the printing process for testing of such ballots and during all processes being conducted for the County.

10. **Shipping.** During the term of this Agreement and when County requests, County is responsible for paying, when due, any expedited shipping charges on the Products and Services that are provided under this Agreement. However, if expedited shipping is required due to an error made by Runbeck, then Runbeck is responsible for charges.

11. **Termination.**

A. **By County.** County may, by written notice to Runbeck, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Runbeck to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Runbeck shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Runbeck of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should Runbeck default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Runbeck shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Runbeck, unless the notice directs otherwise.
- B. By Runbeck. Should County fail to pay Runbeck all or any part of the payment set forth in this Agreement, Runbeck may, at Runbeck's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, Runbeck shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Runbeck in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Runbeck to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Runbeck for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Runbeck be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Runbeck shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Runbeck. In the event of a dispute as to the reasonable value of the services rendered by Runbeck, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

12. **No Publicity or Endorsement.** Runbeck shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Runbeck shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Runbeck. Runbeck shall not in any way contract on behalf of or in the name of County. Runbeck shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining prior written approval of County.

13. **Confidentiality.** The parties acknowledge that each may have access to the confidential and proprietary information of the other in connection with this Agreement. Each party agrees to treat such confidential and proprietary information of the other party as strictly confidential and shall not disclose such information to any third party, except as reasonably necessary to perform its obligations under this Agreement or as required by applicable law. The parties acknowledge and agree that this Agreement is not confidential. For a period of thirty (30) days following the certification of a corresponding election, Runbeck shall retain data and file information that it acquires under this Agreement; thereafter, such data and file information may be delivered to County, destroyed or otherwise disposed of, as Runbeck may elect.

14. **County Property and Information.** All of County's property, documents, and information provided for Runbeck's use in connection with the services shall remain County's property, and Runbeck shall return any such items whenever requested by County and whenever required according to the termination of this Agreement. Runbeck may use such items only in connection with providing the services. Runbeck shall not disseminate any County property, documents, or information without County's prior written consent.

15. **Records, Audit, and Review.** Runbeck shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Runbeck's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Runbeck's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Runbeck shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Runbeck shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Runbeck shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Runbeck shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

16. **Nondiscrimination.** County hereby notifies Runbeck that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Runbeck agrees to comply with said ordinance.

17. **Nonexclusive Agreement.** Runbeck understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by Runbeck as the County desires.

18. **Assignment.** Runbeck shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. County acknowledges and consents to Runbeck's assignment of any payments that are due and payable under this Agreement to a financial institution ("Assignee") and to the appointment of Assignee as Runbeck's billing and collection agent during the term of this Agreement. Any such assignment shall be communicated to County in writing. County shall continue to abide by the terms and conditions of this Agreement and shall remit any payments in accordance with the terms contained herein or as provided by Assignee. The Assignee shall have all of Runbeck's rights with respect to the payments that are assigned, but shall have none of Runbeck's obligations under this Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

19. **Designated Representative.** Renee Bischof at phone number (805) 696-8963 is the representative of County and will administer this Agreement for and on behalf of County. Kevin Bannon at phone number (602) 230-0510 is the authorized representative for Runbeck. Changes in designated representatives shall be made only after advance written notice to the other party.

20. **Notices.** All notices, demands, instructions, or requests relating to this Agreement shall be in writing and, except as otherwise provided herein, shall be deemed to have been given for all purposes (i) upon personal delivery, (ii) one day after being sent, when sent by professional overnight courier service from and to locations within the continental United States, or (iii) five days after posting when sent by United States registered or certified mail, with postage paid and return receipt requested, if directed to the person or entity set forth below, or at any other address such person or entity has designated by notice. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

If to County via Overnight Courier: Santa Barbara County, Office of Elections
Attention: Renee Bischof
Clerk-Recorder-Assessor-Registrar of Voters
4440-A Calle Real
Santa Barbara, CA 93110

If to County via USPS: Santa Barbara County, Office of Elections
Attention: Renee Bischof
Clerk-Recorder-Assessor-Registrar of Voters
PO Box 61510
Santa Barbara, CA 93160-1510

If to Runbeck: Runbeck Election Services, Inc.

Attention: Kevin Bannon
President
2404 W. 14th Street, Suite 110
Tempe, Arizona 85281-6929

21. **Ownership of Documents and Intellectual Property.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Runbeck shall not release any of such items to other parties except after prior written approval of County. Unless otherwise specified in Exhibit B, Runbeck hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Runbeck pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Runbeck agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Runbeck warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Runbeck at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Runbeck hereunder infringe upon any intellectual property or other proprietary rights of a third party, and Runbeck shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

22. **Debarment and Suspension.** Runbeck certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. Runbeck certifies that it shall not contract with a subcontractor that is so debarred or suspended.

23. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24. **California Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

25. **Compliance with Law.** Runbeck shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Runbeck in any action or proceeding against Runbeck, whether County is a party thereto or not, that Runbeck has violated any such ordinance or statute, shall be conclusive of that fact as between Runbeck and County.

26. **Time of Essence.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

27. **Standard of Performance.** Runbeck represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Runbeck shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Runbeck is engaged. All products of whatsoever nature, which Runbeck delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Runbeck's profession. Runbeck shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Runbeck without additional compensation.

28. **Conflict of Interest.** Runbeck covenants that Runbeck presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Runbeck further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Runbeck. County retains the right to waive a conflict of interest disclosed by Runbeck if County determines it to be immaterial, and such waiver is only effective if provided by County to Runbeck in writing.

29. **No Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement.

30. **Incorporation of Exhibits.** Any Exhibits referred to herein and/or attached hereto are incorporated into this Agreement as if fully set forth herein. If any provision of any Exhibit conflicts or appears to conflict with any provision of the main body of this Agreement, the main body shall prevail unless otherwise expressly provided in the Exhibit.

31. **Section Headings.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

32. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

33. **No Waiver of Default.** No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

34. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

35. **Successors and Assigns.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

36. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

37. **Authority.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Runbeck hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Runbeck is obligated, which breach would have a material effect hereon.

37. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

38. **Precedence.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Runbeck Election Services, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

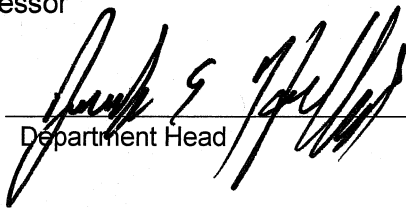
COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

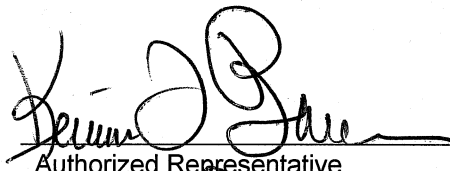
RECOMMENDED FOR APPROVAL:

Joseph E. Holland
County Clerk, Recorder and
Assessor

By:  _____
Department Head

CONTRACTOR:

Runbeck Election Services, Inc.

By:  _____
Authorized Representative
Name: Kevin J. Bannon
Title: President

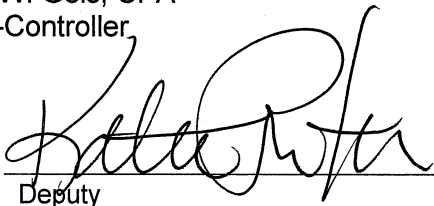
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:  _____
Deputy County Counsel

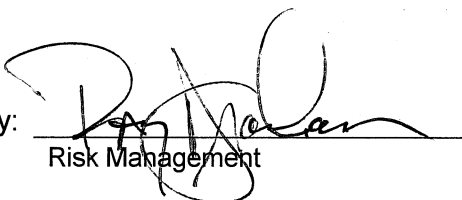
APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Runbeck Election Services, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

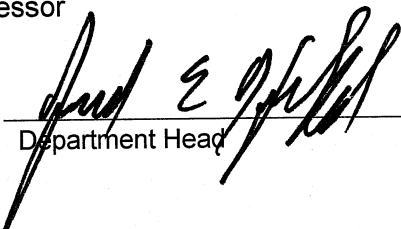
Date: _____

RECOMMENDED FOR APPROVAL:

Joseph E. Holland
County Clerk, Recorder and
Assessor

CONTRACTOR:

Runbeck Election Services, Inc.

By:  _____
Department Head

By:  _____
Authorized Representative

Name: Kevin J. Banner
Title: President

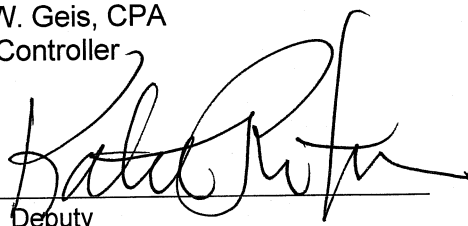
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management

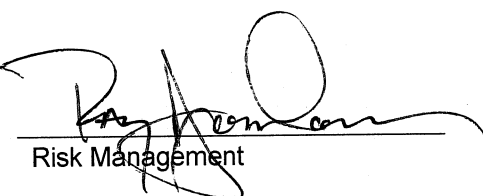
By:  _____
Risk Management

EXHIBIT A – PRICING SCHEDULE

Description: Ballot Printing

- 11” AccuVote Ballot = .27 per ballot
- 14” AccuVote Ballot = .27 per ballot
- 18” AccuVote Ballot = .28 per ballot
- Test Decks Pre-filled = .40 per ballot
- Supplemental Order = Included, no additional set-up charge
- Art/Set-up Production = Included
- 1 Additional File to Vendor after E-60 = No minimum and no supp. charge
- Precinct Ballot (Poll Ballot) preparation to include padding, stapling and packaging = .06 per ballot
- VBM Ballot preparation to include folding, packaging and delivery to county = .03 per ballot
- Database Set-up = Included
- Standard ground shipping to Goleta Business Mail Entry Unit (BMEU) = Included
- County is responsible for applicable taxes

Description: Outgoing Process

- Insertion Absentee Voter Packet = .24 per packet
- Insertion beyond three (3) pieces = .01 per additional piece
- Insertion for jobs under quantity 15 = No additional charge
- Supplemental Mailings (Post E-29) = Same as initial mailing
- Election Set-up = Included
- Mailing services = Included
- Database Set-up = Included
- USPS Mailing Coordination = Included
- USPS Mailing Statements = Included
- Postage = Actual USPS Automation rates

Description: Single Side Insert Printing

- B/W on White (8.5x11) = .06 per ballot
- B/W on Color (8.5x11) = .07 per ballot

Description: Double Side Insert Printing

- B/W on White (8.5x11) = .06 per ballot
- B/W on Color (8.5x11) = .07 per ballot

Description: Envelopes

- Outgoing 5 7/8" x 9.5" White Envelope = .07 per envelope
- Reply 5 5/8" x 9" White Envelope = .07 per envelope
- Reply 5 5/8" x 9" Colored Envelope = .07 per envelope
- USPS Mail Piece Consult and Design = included
- Initial Envelope Composition = Included
- Changes to Composition = Included

Amount not to exceed \$500,000 for Fiscal Year. First Fiscal Year of Agreement to include Commencement Date through June 30, 2015. In the event unanticipated election needs are requested from Runbeck and the anticipated amount will exceed \$500,000 in the Fiscal Year, a revised ceiling will need to be established in mutual agreement by both parties, otherwise Runbeck will need to cease fulfillment.

Pricing Adjustment:

- The parties expressly acknowledge and agree that if the cost of paper increases by more than 1.0% annually, the price will be adjusted to include the amount by which such annual paper cost increase exceeds 1.0%; provided, however, that County shall not be required to pay as a paper cost adjustment more than 5% in any one year during the term of this Agreement

EXHIBIT B

Scope of Services

- 1. Scope of Services.** Runbeck agrees to and accepts responsibility to perform the following services:

1.1 BALLOT PRINTING

At the time of contract award, and continuously during the term of the Agreement, Runbeck must be certified by the California Secretary of State to manufacture and finish ballots for the Premier AccuVote-OS system and all ballots must meet the:

- Requirements of Federal Election law, the California Elections Code, the California Secretary of State, and county.
- Specifications and requirements for reading by the Premier AccuVote-OS reader.

If County selects a replacement voting system, Runbeck shall be certified by the California Secretary of State to manufacture and finish ballots for the replacement voting system in order to continue serving the County within the period of the Agreement. If vendor chooses to not request certification or does not receive certification for printing ballots for a replacement voting system, the Agreement shall be voided.

1.1.1 Categories And Languages

The categories of ballots to be printed include:

Test Ballots in English and Spanish

Vote By Mail Ballots in English and Spanish

Mail Ballot Precinct Ballots in English and Spanish

Poll Ballots in English and Spanish

Supplemental Ballots for any category above as required

Training Ballots in English and Spanish

Replacement Ballots in English and Spanish as required

1.1.2 Paper Stock

Stock to be within the specifications for the Premier AccuVote-OS reader and tested by County and Runbeck.

Sample of stock printed as test ballots to be furnished by Runbeck for approval by County. Runbeck shall notify County, in writing, prior to changing paper stock. No change in paper stock during the printing for an election will be permitted unless agreed to by County in writing.

It shall be the Runbeck's responsibility to acquire, in a timely manner, paper stock of the type, size, weight, and colors specified to meet the requirements of the State of California Elections Code, the Secretary of State, County, and specifications and requirements for reading by the PremierAccuVote-OS reader.

The County will provide a preliminary estimate of the number of ballots per the Runbeck schedule to allow time for Runbeck to procure paper stock.

1.1.3 Size and Stub

At County's option, size of ballot is to be specified at time of initial order for each election. There are three options for the AccuVote-OS ballot: 8½" x 11", 8½" x 14", or 8½" x 18" with an additional detachable stub along the top (8½") edge. Polling Place ballots require two stubs, one for the voter and one for the County.

1.1.4 Ballot Quantities and Instructions

The County will provide a detailed and separate electronic ballot order by language for each election, or by the method mutually agreed to with Runbeck. The order will list quantities by ballot category (column) and by voting precinct, GEMS Card, DFM Ballot Type, party if applicable (row). Ballot quantities and instructions will be provided based on a schedule agreed to by both parties.

The County will also provide the vendor with a spreadsheet correlating the GEMS Card to DFM Ballot Type and instructions for printing in the format agreed upon with the Runbeck.

Quantities delivered must be the same as quantities ordered. No underruns or overruns shall be allowed.

1.1.5 Ballot Copy

The County will provide the Accu-Vote ballot content in electronic ballot images in the file format generated by the GEMS ballot layout application. The County generates two ballot layouts one for English and one for Spanish.

The ballot images are to be provided to the vendor based on a schedule agreed to by both parties.

1.1.6 Typsetting and Composition

Due to the complexity of the countywide and statewide elections and stringent registration requirements of the AccuVote-OS reader, only computerized typesetting will be allowed. Runbeck must be able to:

- Receive and process PDF or PostScript files generated by the GEMS ballot layout application (these files may be provided to Runbeck in multiple submissions, without limit).
- Accept data via e-mail or direct transmissions using standard error correction transfer protocols. Files may be encrypted and compressed with standard off the shelf compression software package, but in some cases data will be uncompressed.
- Print ballots on both sides of the ballot stock. Automated duplexing is preferred to ensure proper matching. If automated duplexing is not available, Runbeck must specify proven procedures for ensuring correct duplexing.
- Print ballot text in black ink and ovals in red ink.
- Apply or overprint watermark and tint furnished by the Secretary of State. In primary elections, Secretary of State will furnish a unique ballot tint for each party.
- Overlay on each AccuVote-OS ballot header:
 - a. Ballot category will be printed in the upper left corner;
 - b. The words 'BALLOT TYPE' followed by the corresponding DFM Ballot Type will be printed on each ballot on the line beneath the ballot category;
 - c. Voting Precinct number will be printed in the upper right corner.
- Overlay on each AccuVote-OS ballot stub:
 - a. The words 'VOTER STUB'
 - b. The name of the County
 - c. The name and date of the election
 - d. The ballot serial number, the words 'Precinct No.' followed by the voting precinct number and the DFM Ballot Type.
 - e. The words 'This ballot stub shall be removed and retained by the voter.'
 - f. The COUNTY stub on the polls ballots will have the words 'COUNTY STUB' and items b-d.

1.1.7 Scoring/Folding

Folding and Scoring cannot occur anywhere on the timing marks.

Vote by Mail and Mailed Precinct Ballots are to be scored and folded for insertion in a 5-5/8" x 9" envelope.

Fold will need to be either double-parallel on 18" ballots and tri-fold on 11" and 14" ballots with the ballot face showing on the outside of the fold. Fold must be approved during the OPEX MPE 7.5 Testing phase prior to printing/folding of ballots.

1.1.8 Proofing Cycle

Within 48 hours of receipt of the ballot order and ballot images from the County, Runbeck will provide a report of the ballot quantities ordered for proofing along with ballot proofs, as either single- or multi-page PDF documents.

The ballot order report will list all the columns as supplied by the County in the order as well as, the beginning and ending serial numbers for each Voting Precinct/DFM Ballot Type/Party (if applicable) combination, and any control data that Runbeck will print on the ballot such as a job number or data contained in a barcode.

Ballot proofs will be provided for each language, category of ballot and for each precinct within that ballot category and show the following:

- a. Stub with overlay data
- b. Ballot with overlay data
- c. Secretary of State furnished watermark and tint applied
- d. Cut and score marks
- e. Control Data/Barcodes used by Runbeck for matching

Runbeck shall supply County proofs in the following order:

- a. Vote By Mail Ballots and order
- b. Mail Ballot Precinct Ballots
- c. Test Ballots
- d. Poll Ballots
- e. Training Ballots
- f. Replacement Ballots, if ordered.

County will verify ballot order report and ballot proofs for accuracy and approve or disapprove in writing (email or FAX is acceptable) within 24 County working hours of receipt.

If revisions are required, Runbeck will resubmit revised proofs for approval within 24 hours. Delivery of proofs shall be at no cost to County. If minor alterations are required for approval of revised proofs or page proofs, they must be made at no cost to the County.

County will assume responsibility for reproofing only the areas needing correction. Runbeck will assume responsibility for previously proofed and approved text. The proofing cycle will continue until all ballot images and the ballot order are approved by the County.

Upon approval of electronic proofs by County, Runbeck will send hard-copy press-printed proofs per CARD for County to review and approve. Press-printed proofs shall be printed on the same printer and stock that will be used to print the Official Ballots for County. If multiple printers will be used for different print runs, press-printed proofs will be supplied for each printer. County will run ballots through AccuVote-OS to

ensure readability prior to Runbeck going to press as a quality control process. This is not a substitute for required voting system testing.

Runbeck shall begin the delivery of the press-printed proof upon approval by County in writing (email or FAX is acceptable) of the Vote By Mail ballots.

At the County's discretion, County may choose to provide Runbeck with a Memory Card programmed for the election, and Runbeck may run press-printed proofs locally to ensure readability prior to Runbeck going to press.

All corrections that are necessary due to an error made by Runbeck, regardless of where in the cycle the error occurred, will be made at no cost to County.

1.1.9 Test Decks

County requires test decks of pre-marked ballots to verify the operation and accuracy of the voting set-up. Test decks are to be delivered to County within five days following approval of ballot proofs. County must run test decks prior to the mailing of Official Ballots for the election.

LAST OVAL DECK: Consists of a single ballot card per precinct with the last candidate in a race and "No" for measures/propositions marked for each contest. This ballot is specific to each ballot style and precinct.

LOGIC AND ACCURACY DECK: Consists of multiple ballots with a 1, 2, 3, 4, 5 pattern for candidates in a race. For example, if there are seven candidates and a write-in – eight ovals in the race – an LA5 deck would give a 1, 2, 3, 4, 5, 1, 2, 3 pattern. The logic and accuracy deck may be ordered with any N number pattern, or as an "LA Max" deck in which the largest number of candidates on the ballot will define the maximum number of the pattern. For example, if there are 15 candidates, the LA Max deck would consist of one ballot for the 1st candidate, two ballots for the 2nd candidate, etc., up 15 ballots voted for the 15th (last) candidate, a total of 120 ballots. County may require a mix of LA Max, LA5, and other number decks in the same election. The Logic and Accuracy Deck consists of one set of ballots per ballot style (CARD). County will provide Runbeck with a list of precincts to be printed for Logic and Accuracy and LA Max decks.

MULTI-VOTE TEST DECK: Produced for ballot styles where multiple votes (Vote for Two or more) are authorized. All races that are Vote for One are ignored in this deck. The first ballot is the overvote ballot with one more prefilled oval than allowed for each race. The next set of ballots rotate in combinations of the number of votes allowed, e.g. with Vote for Three and six candidates, the deck would produce a ballot for ovals 1, 2, 3 followed by 2, 3, 4, then 3, 4, 5, then 4, 5, 6; continuing on to the last oval in the race. Tabulation would be one vote for first and last candidate, two votes for 2nd and 2nd from last, three votes to the 3rd and 3rd from last and so on until the candidates in the middle are receiving the maximum number of votes allowed.

FULLY MARKED AND BLANK DECK: Consists of one fully marked ballot and one blank (or completely un-marked) ballot per ballot style and precinct.

1.1.10 OPEX MPE 7.5 Test Ballots

The County uses an OPEX MPE 7.5 extractor to remove the voted ballots from the return envelope and will require testing of Runbeck packets to test the stock, envelope and MPE 7.5 operations.

County will require blank ballot stock in the size and weight of the ballot to be used in the election. Runbeck will provide ballot stock folded, inserted and sealed in a return envelope from the County supply to be used for that election. County will require a minimum of 2,000 packets for each election. Quantities for test packets will be provided during the time of the official ballot order.

1.1.11 Training Ballots

County will require complete sets of Poll Ballots for a County designated voting precinct to be used for Training of Poll Workers. County will designate which voting precinct, number of ballots per pad and the number of sets required at the time of the ballot order.

A complete set includes:

- Pad for the Voting Precinct selected
- If multiple ballot types within the Voting Precinct, a pad for each ballot type
- If election is a partisan election, a pad of ballots per party/voting precinct/ballot type combination.

1.1.12 Padding

Poll Ballots to be padded in groups as specified by the County (typically in increments 10, 25, and 50) and stapled on the County Stub.

1.1.13 Storage

Runbeck shall securely store all ballot material prior to processing. Runbeck will receive and store materials supplied by County up to 80 calendar days prior to the election for insertion with Vote by Mail and Mail Precinct Ballots, at no cost to the County. Security shall meet the requirements required by the State of California for certified ballot manufacturers and finishers and be not less than those used by commercial bonded storage facilities.

1.1.14 Packaging

Packaging instructions will be provided by County for each election on a timeline established by Runbeck.

Ballot containers shall be appropriate to the size of the ballot, with no more than 500 ballots per box.

All boxes will be sealed in a fashion so as to determine if the seal has been tampered with during shipping.

All boxes will be labeled on the outside with the ballot category (Poll, Vote By Mail, Test Deck, etc.) voting precinct and serial numbers (e.g., From – To). If these boxes are shipped in another carton, that carton is to be sealed as above, and labeled with the precinct number of the boxes contained.

POLL BALLOTS: Poll Ballots for each precinct to be boxed together, including all languages and parties, in as few boxes as possible. Only one polling precinct shall be included in a single box; ballots from different polling precincts shall not be boxed together.

TEST DECKS: Test decks will be boxed and labeled by test deck type (LA5, First Oval, etc) and shall not be boxed together. If more than one box is required for the test deck type, all boxes for that type will be clearly labeled with box 1 of X, box 2 of x, and so on for the required number of boxes for that type.

ALL OTHER BALLOTS: All other ballots shall be packaged according to County specifications for each specific election.

Packing list shall be included with all ballots.

1.1.15 Delivery

Ground transportation should be considered the normal method of delivery for ballots to County. If Runbeck chooses to ship via air transportation either as a matter of choice or in order to meet delivery deadlines, it shall be at no additional cost to the County.

In the event of an emergency supplemental ballot order, or if it is determined that the County is responsible for a delay which would cause Runbeck to be unable to meet delivery deadlines by normal ground transportation, the County may authorize the use of air transportation. Charges for such air transportation would reflect the difference between ground shipment and airfreight charges incurred. Such authorization will be by phone and confirmed in writing within seven days.

Deliveries to the County shall be between 8 a.m. and 5 p.m. on weekdays unless scheduled otherwise. It is Runbeck's responsibility to furnish all transportation required to meet the schedule.

Poll Ballots to be delivered to County's warehouse located at 4417 Calle Real, Santa Barbara, California 93110. Lift gate will be required to offload ballots.

All other ballots to be delivered to County's office located at 4440-A Calle Real, Santa Barbara, California 93110. Lift gate and inside delivery required.

The following is a suggested ballot delivery for most elections. A schedule will be established prior to each election and be approved by both County and Runbeck.

Days prior to Election	Ballots to be delivered
E-70	OPEX MPE 7.5 Test Packets
E-53	Press printed ballot proofs
E-48	Test Ballots
No later than E-36	Vote by Mail/Mail ballots for in-house use
E-32	Training Ballots
No Later than E-25	Poll Ballots
E-15	Replacement Ballots

Performance ahead of schedule is desirable unless County is given notice that it is not acceptable.

Delays or extensions to the established schedule will only be granted with prior written approval from County.

County reserves the right to set ballot type/precinct priorities for printing, packaging, delivery, and mailing to ensure timely processing.

Runbeck shall provide security of ballots which is not less than those used by commercial bonded movers.

Poll Ballots: Poll Ballots to be palleted and delivered in polling precinct sequential order or other order specified by County. All Poll Ballots within a polling precinct will be included in a single shipment.

All other ballots: Ballots other than poll ballots to be palleted and delivered in order specified by County.

Runbeck shall include a comprehensive ballot inventory of each delivery.

1.1.16 Reprints and Additional Ballots

County may order reprinting and/or additional ballots at any time. County shall confirm orders for such printing, in writing (email or FAX is acceptable). The reprinting and delivery schedule of rejected or additional ballots shall be set by the County, and is expected to occur within a 24-36 hour turnaround time.

Reprinting from a Runbeck-caused problem shall be solely at Runbeck's cost, including delivery.

Additional ballots or reprinting from a County-caused problem shall be invoiced at the price set forth in the bid. Extraordinary costs resulting from a County-caused problem shall be agreed to, in writing, prior to reprinting.

Runbeck shall keep all files until 30 days after the election to ensure availability if reruns are required.

2.2 Vote by Mail Ballot Outgoing Process

The County will require Vote By Mail (VBM) Ballot and Mail Ballot Precinct packet components to be created, packets to be assembled, packets prepared for mailing and entered into the postal stream at the United States Postal Distribution Center/Bulk Mail Entry Unit in Goleta, California based on the scheduled specified by the County to meet statutory requirements.

2.2.1 Envelopes

Runbeck will produce outgoing and return envelopes for Vote by Mail Ballots and Mail Ballot Precinct Ballots.

All outgoing and incoming envelopes must include the USPS authorized Official Election Mail logo and include proper address blocks, barcodes and FIM marks.

All envelope artwork must be approved by the Mail Piece Design Analyst (MDA) from the United States Postal Service (USPS) for County and signed off by County prior to printing.

Reply envelopes have static artwork on both sides of the envelope with selected text printed in red for emphasis on both sides.

Outgoing envelopes have static artwork on the face of the envelope with selected text printed in red for emphasis.

Envelopes stock currently used by County:

Type	Use	Indicia	Size	Paper Stock Color	Highlight Colors
Outgoing	Initial/Add-On	First Class	5 $\frac{7}{8}$ " x 9 $\frac{1}{2}$ "	White	Red text
Outgoing	Initial Mailing	Non-Profit	5 $\frac{7}{8}$ " x 9 $\frac{1}{2}$ "	White	Red text
Outgoing	Add-On Mailings	No Indicia	5 $\frac{7}{8}$ " x 9 $\frac{1}{2}$ "	White	Red text
Outgoing	Military/Overseas	Federal Indicia	5 $\frac{7}{8}$ " x 9 $\frac{1}{2}$ "	White	Red text
Reply	Military/Overseas	Federal Indicia	5 $\frac{5}{8}$ " x 9"	White	Red text
Reply – English	Vote by Mail	Courtesy Reply	5 $\frac{5}{8}$ " x 9"	Green	Red text
Reply – Spanish	Vote by Mail	Courtesy Reply	5 $\frac{5}{8}$ " x 9"	Green	Red text
Reply-English	Mail Ballot Precinct	Business Reply Mail	5 $\frac{5}{8}$ " x 9"	Blue	Red text
Reply-Spanish	Mail Ballot Precinct	Business Reply Mail	5 $\frac{5}{8}$ " x 9"	Blue	Red text
Reply – English/Spanish	Emergency Ballots	Courtesy Reply	5 $\frac{5}{8}$ " x 9"	White	Red text, red box on flap
Reply – English/Spanish	Emergency Ballots	Courtesy Reply	5 $\frac{5}{8}$ " x 9"	White	Red text, blue box on flap
Reply – English/Spanish	Poll VBM	Courtesy Reply	5 $\frac{5}{8}$ " x 9"	White	Red text, blue box on flap

2.2.2 Inserts/Instructions to Voters

In addition to the Official Ballot and return envelope, the County provides inserts containing general instructions on voting and returning your ballot, and special instructions for specific categories of voters. In any given packet there could be as many three additional inserts along with the ballot and return envelope. PDF files of all inserts for a specific election will be provided to Runbeck for printing at a schedule to be determined prior to each election and agreed to by both parties.

The following inserts will be required in both English and Spanish.

Item	Stock	Sides	Fold	Insert
2 nd Chance Voting	Yellow 8 $\frac{1}{2}$ " x 11"	2	Bi-Fold	ALL Packets
General Instructions	White 8 $\frac{1}{2}$ " x 11"	2	Bi-Fold	ALL Packets
Permanent Vote By Mail Letter	Pink 8 $\frac{1}{2}$ " x 11"	2	Bi-Fold	Permanent VBM voter packet
Mail Ballot Precinct Letter	Blue 8 $\frac{1}{2}$ " x 11"	2	Bi-Fold	Mail Ballot Precinct voter packet

2.2.3 Instructions for Creation and Assembly of Packets

County will provide Runbeck in the manner specified by Runbeck, instructions on the organizing of the categories and separation for such things as language; party (if applicable); ballot issue category (i.e. Permanent Vote By Mail voter, regular Vote By Mail voter, Mail Ballot Precinct voter); mailing rules for addresses inside and outside the County; and which envelope, ballot instructions and inserts to use for each category prior to each election.

2.2.4 Voter Data File (Variable Data)

County will provide in the manner specified by Runbeck instructions on the placement of the variable data components contained within the voter file extract on the return envelope. The components include voter name, residence address, mailing address, barcodes, and election specific information. The placement of the components and type of voter identification barcode is to conform to the requirements of the return vote by mail verification system used by County.

The initial voter data file will be provided by County to Runbeck no later than 60 days prior to the election.

County will also provide a supplemental voter data file 35 calendar days prior to the election. Ballot packets for the voters contained in the supplemental file shall be included with those mailed on the 29th day before the election.

County will provide supplemental/daily voter data files to Runbeck for processing, who will prepare and mail VBM Ballot packet to voters. Supplemental mailings within the 29-day period prior to the election will be determined between County and Runbeck for optimal delivery and schedule, and cut-off dates for service.

2.2.5 Addressing: Eligible voters' names, mailing addresses, election information, voter identification barcodes, to be printed on the outgoing and return envelopes using data files provided by County and printed by Runbeck.

Runbeck shall use CASS certified software, apply required USPS barcodes and presort addresses to qualify mailing for the most economical mailing cost.

Runbeck will adhere to the mail handling requirements to sort out special classes of voters (i.e. mail ballot, military, overseas, out-of-state) requested by County.

County will require a printed envelope proof for each category/separation and will confirm in-house scanning of voter identification barcodes, and proper voter match to category/separation prior to Runbeck commencing addressing phase.

2.2.6 Insertion Process

Runbeck using quality control measures will ensure 100% accurate assembly of the ballot packets. Control measures will be in place to ensure that the correct ballots are issued, only one ballot is placed in each packet, that ballots are not omitted in any packet and that the packets are correctly grouped by category and mailing status. Representatives of the County may be present during the assembly process to ensure that the measures are in place and being followed. Travel and lodging expenses for the Registrar of Voters or other County employees will be the responsibility of the County.

2.2.7 Mailing

Ballots prepared prior to the 29th day before the election are to be delivered to the USPS Distribution Center in Goleta, California, on the 29th calendar day prior to the election. Acceptance of the ballots by the USPS are the responsibility of Runbeck. Costs of shipping to the Goleta Distribution Center are reimbursable by the County. Shipping costs will be reimbursed at ground transport rates unless alternate shipping is pre-approved by the County.

Mailing for supplemental voter files will be determined by County and Vendor prior to each election to determine the best method for entry into the USPS mail stream.

2.2.8 Re-addressing and Re-mailing

Readdressing and re-mailing of a portion of the ballots (such as a specific ballot type/precinct, or a specific political party within a ballot type/precinct that were reprinted due to change or error) may be ordered by the County at any time. Runbeck shall begin addressing and mailing within 24 hours. Orders for such services shall be confirmed, in writing (email or FAX is acceptable), by County.

Readdressing and re-mailing from a Runbeck-caused problem shall be solely at Runbeck's cost, including delivery and postage.

Readdressing and re-mailing from a County-caused problem shall be invoiced separately at the price set forth in the bid; extraordinary costs resulting from a County-caused problem shall be agreed to, in writing (email or FAX is acceptable), prior to readdressing and re-mailing.

2.2.9 Delivery of ballot materials for Office Use

County will require return and outgoing envelopes and inserts used for the initial mailing for Office Use. County will account for the overages when ordering envelopes and inserts. Delivery of these items shall be made no later than 36 days prior to the election.

Ground transportation should be considered the normal method of delivery for the purpose of calculating bid pricing. If Runbeck chooses to ship via air

transportation either as a matter of choice or in order to meet delivery deadlines, it shall be at no additional cost to the County.

Deliveries to the County shall be between 8 a.m. and 5 p.m. on weekdays unless scheduled otherwise. Envelopes and inserts shall be delivered to County's office located at 4440-A Calle Real, Santa Barbara, California 93110. Lift gate and inside delivery required.

It is the Runbeck's responsibility to furnish all transportation required to meet the schedule.

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EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

Runbeck agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Runbeck's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Runbeck shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Runbeck shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Runbeck, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Runbeck has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Runbeck maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by Runbeck.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Runbeck including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Runbeck’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, Runbeck’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of Runbeck’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Runbeck hereby grants to County a waiver of any right to subrogation which any insurer of Runbeck may acquire against the County by virtue of the payment of any loss under such insurance. Runbeck agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require Runbeck to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – Runbeck shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Runbeck’s obligation to provide them. Runbeck shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Runbeck shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Runbeck shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Runbeck agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.