



AMENDMENT 1

To Sale And Purchase Agreement By And Between Yolo County And Runbeck Election Services, LLC

This AMEDMENT 1 to SALE AND PURCHASE AGREEMENT By and Between Yolo County and Runbeck Election Services, LLC (hereinafter this "Amendment") is made as of the date of full execution, by and between Yolo County, a governmental subdivision of the State of California ("County"), and Runbeck Election Services, LLC, an Arizona company, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

RECITALS:

- A. WHEREAS, on November 5, 2019 Yolo County entered into an agreement for Runbeck to provide Agilis Sorting System ("Equipment"); and to obtain from Runbeck a license to use accompanying software ("Software") to operate the Equipment.
- B. WHEREAS, The parties wish to renew the Agreement for an additional four (4) years to continue and amend contract.

THEREFORE, in consideration of their mutual promises in the Agreement, the County and Runbeck agree as follows:

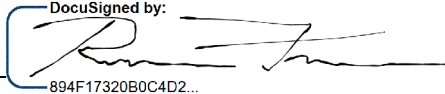
- 1. The following sentence is removed from Section 26 Term: The Agreement will automatically renew unless Client provides Runbeck with written notice, at least ninety (90) days prior to the Agreement end date, of its intention to not renew.
- 2. The TERM of the Agreement is renewed for additional four (4) years, the renewal period is from the 5th day of November, 2023 through the 4th day of November, 2027 at which time the County may opt for additional renewal period(s). Said renewal year(s) will require new documentation with the then current pricing.
- 3. Should County decide to upgrade or add additional equipment, Runbeck will cancel and supersede this agreement upon signed new agreement.
- 4. Set-up and maintenance services known as Exhibit A is removed in its entirety and replaced with revised Set-up and maintenance services known as Exhibit A-1 attached hereto and made a part hereof.
- 5. The Invoice Schedule known as Exhibit D-1 is herein attached hereto and made a part hereof.
- 6. All other terms and conditions in the Agreement remain unchanged and in force.

SIGNATURES TO FOLLOW



IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

Runbeck Election Services, LLC

Signed by:  DocuSigned by:
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Printed Name: Rizwan Fidai

Title: Vice President of Sales

Date: 12/5/2023

COUNTY OF YOLO

By: _____
Lucas Frerichs, Chair
Board of Supervisors

Date: _____

Attest:
Julie Dachtler, Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

 Hope P. Welton, Senior Deputy
2023.12.05 11:59:30 -08'00'

Hope P. Welton, Senior Deputy County Counsel



EXHIBIT A-1

SET-UP AND MAINTENANCE SERVICES

(Amendment 1 to sale and purchase agreement by and between Yolo County, and Runbeck Election Services, LLC)

Software Maintenance

- Contractor shall provide technical support resources during the Department's critical ballot processing period beginning 15 days prior to Election Day and 7 days after Election Day.
- Installation of all software updates
- Testing and validation of all software updates
- License and Support Fee

Hardware Maintenance

- Contractor shall provide technical support resources during the Department's critical ballot processing period beginning 15 days prior to Election Day and 7 days after Election Day.
- License and Support Fee
- Client also agrees to allow Runbeck employees access to the equipment, when requested, during normal working hours, including remote access. On-site support fee, indicated below will be applied if Runbeck approved remote software (SplashTop is not allowable).

Repair Services

During the term of the Agreement, as set forth in Section 27 thereof, should any component of the Equipment, to include hardware and software items listed above, become damaged and require repair as a result of Client's actions, Client agrees to pay Runbeck a Repair Fee per On-site Support Fee as indicated below.

Election Data

At the conclusion of the election, Runbeck will provide phone assistance with the export of all election data from the Equipment. This data will be retained by the Client. Media (DVDs, jump drives, etc.) for this data will be provided by the Client. Client is responsible for the retention of this media and data.

Training

Additional training requires an on-site support fee, indicated below.

Materials Management

- Client is responsible for any pre-election inventory of Equipment consumables.
- Client is responsible for purchasing consumables, the shipping and taxes associated with such consumables
- Client is responsible for providing storage area that provides adequate space and maintains proper environmental conditions for stocking of supplies. Client must provide Runbeck notice of election at least 75 days in advance of 1st day that services will be required. Client is responsible for installation of all consumables while operating the Equipment during an election cycle. Should the Client request a Runbeck employee to replace consumable items, it will be subject to On-site Support Fee, indicated below.



EXHIBIT A-1

SET-UP AND MAINTENANCE SERVICES, Page 2

(Amendment 1 to sale and purchase agreement by and between Yolo County, and Runbeck Election Services, LLC)

Dedicated Electrical Requirements

- Equipment requires client is to provide a minimum of two (2) dedicated 20-amp circuits. Dependent upon the desired equipment configuration, additional dedicated 20-amp circuits may be required. Client is to ensure that all requested outlets are NEMA 5-20, 115 VAC, 60 Hz 20-amp outlets and are available in the location of the equipment. These requirements and associated costs are the sole responsibility of the client.
- Equipment requiring electrical connections for operation shall be connected to client provided dedicated circuits, each of a minimum of 20-amps. All connections shall be made by the Contractor and accomplished in accordance with National Electrical Code requirements. Electrically operated equipment shall be available in the following voltage: 115 volts for 20-amp circuit each. Any necessary modification costs will be the sole responsibility of the client.

On-Site Support Fees

Optional dedicated on-site support and/or training (does not include election set-up or routine maintenance) may be requested and will be billed at a rate of \$1,750.00 for the first day (an eight-hour workday) and \$1,500 for each additional eight-hour workday. The amount billed shall be due and payable within thirty (30) days of the invoice date. This service is subject to availability.

Requested onsite support must be booked four weeks in advance prior to requested dates of service. If service is requested less than the four-week notice, the support cost will be billed at a rate of \$2,000 for the first day plus a required additional day of \$1,500 at a minimum.

Other

Taxes

If taxes apply, they will be the sole responsibility of the Client.

Shipping Fees

Shipping fees will apply as goods may be purchased and need to be shipped to the jurisdiction. Shipping fees are the sole responsibility of the Client.

End of Contract Options – Subject to Section 27 of the Agreement, Client May:

- Renew with existing system, for which new Usage, License, Maintenance and Service agreements shall apply
- Renew with upgrade to existing system, for which new Usage, License, Maintenance and Service agreements shall apply



EXHIBIT D-1

(Amendment 1 to sale and purchase agreement by and between Yolo County, and Runbeck Election Services, LLC)

County is currently on possession of:

Agilis Sorting System (Serial # 10004 Purchased in 7/2019)

System consists of:

- Agilis Sorting System
- 3 Stackers
- Label printer
- Auto Thickness Detect
- Agilis Sorting Software
- Auto Signature Recognition

Invoice Schedule

Invoice To: Yolo County
 625 Court Street B-05
 Woodland, CA 95695
 Attention: Armando Salud
 Deputy of Elections

Contract Period 2023 – 2027 (November 5,2023 to November 4, 2027)

FOR INVOICING PURPOSES:

License Fees, Maintenance and Support Type of Service	Year 5 (2023-2024)	Year 6 (2024-2025)	Year 7 (2025-2026)	Year 8 (2026-2027)
Agilis License & Maintenance Fee*	\$ 23,625.00	\$ 24,806.00	\$ 26,046.00	\$ 27,348.00
Auto Signature Recognition Fee*	\$ 8,625.00	\$ 9,056.00	\$ 9,508.00	\$ 9,983.00
Total	\$ 32,250.00	\$ 33,862.00	\$ 35,554.00	\$ 37,331.00

NOTES

Any applicable taxes are the sole responsibility of the Client

*Subject to an annual fee adjustment of five percent (5%), per Exhibit B and Exhibit C.

