

NOV 08 2019

Agreement No. 19-234

BY Julie Rackets  
DEPUTY CLERK OF THE BOARD

## SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made as of the date of execution, by and between Yolo County Elections, a governmental subdivision of the State of California ("Client"), and RUNBECK ELECTION SERVICES, INC., an Arizona corporation, whose address is 2800 S. 36<sup>th</sup> Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

### RECITALS

1. In connection with its elections responsibilities, Client desires to purchase from Runbeck election management equipment ("Equipment"); and to obtain from Runbeck a license to use accompanying software ("Software") to operate the Equipment.

2. Runbeck desires to sell the Equipment and grant a license to use the software to Client on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

### AGREEMENTS

#### 1. Sale of Equipment.

Runbeck hereby sells, and Client hereby purchases, the Equipment, including hardware components and accessories, as specifically set forth in the Equipment Description attached hereto as Exhibit "A".

#### 2. Grant of Software License; Annual License Fees; Restrictions.

Subject to the Client's ongoing obligations under this Agreement, Client has been granted an irrevocable, non-exclusive right and license to install, display and use the software necessary for operation of the Equipment ("Software") for the term described in, and in accordance with the express terms of, the Software License attached hereto as Exhibit "B". Title to and ownership of the Software shall at all times remain with Runbeck and neither Client, nor its affiliates, agents or employees, will reverse engineer or reverse compile any part of the Software without Runbeck's prior written consent. Client shall pay Runbeck an annual Software License Fee for the Software, as specifically set forth in Exhibit "B". The Annual Software License Fee for the first year of this Agreement is included in the purchase price of the Equipment. All subsequent payments of this Fee shall be made on each successive anniversary term of this Agreement, as specifically set forth in Exhibit "D".

**3. Equipment Maintenance and Support Services; Annual Equipment Maintenance and Support Services Fee.**

Runbeck shall provide those Equipment Maintenance Support Services that are specifically set forth in the Equipment Maintenance and Support Services Schedule attached hereto as Exhibit "C". Client shall pay Runbeck an annual Equipment Maintenance Fee for the Equipment, as specifically set forth in Exhibit "C". The Annual Equipment Maintenance and Support Service Fee for the first year of this Agreement is included in the purchase price of the Equipment. All subsequent payments of this Fee shall be made on each successive anniversary term of this Agreement, as specifically set forth in Exhibit "D".

**4. Payment to Runbeck**

Client hereby agrees to pay to Runbeck, no later than the applicable due date, all fees that are due and payable under this Agreement, including the Agilis Equipment and Software, Maintenance Services, Applicable Shipping Charges and any other ancillary items the Client requests be produced hereunder. Payment terms on amounts billed to Client are Net thirty (30) days. Runbeck may charge a late fee equal to one and one-half percent (1.5%) per month on any unpaid and past due balances that are owed by Client. Further, if Client fails to timely pay any amounts due, and such failure continues for ten (10) days after written demand for payment is delivered to Client, Runbeck, at its sole discretion, may immediately terminate this Agreement and take possession of any materials owned by Runbeck, including any delivered to, but unpaid for by, Client, with or without a court order. In addition, Runbeck may pursue any other remedy permitted by law or in equity.

**4.1 Taxes**

Client is responsible for applicable taxes. Client shall be responsible for paying, when due, all taxes that are imposed by any state, local, or other government authority on Client's possession or use of the Products and Services referred to in Sections 1 and 2 of this Agreement.

**5. Product Delivery**

Runbeck shall deliver all Products and Services to Client at the address specified in Section 21 of this Agreement, or at such other address that Client provides in writing. The Products and Services will be delivered on a schedule that is mutually acceptable to the parties. Runbeck shall not be responsible for delays in delivery of the Products and Services that are not caused by Runbeck.

**5.1. Shipping**

During the term of this Agreement, Client is responsible for paying any expedited shipping charges on the Products and Services that are provided under this Agreement.

**6. Availability and Retention of Records.**

All records relating to the products and services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained and made available by Runbeck for audit by Client, its duly authorized representatives, the State of California (including, but not limited to, the Auditor of the State of California, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law.

**7. Assignment.**

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

**8. Governing Law.**

This Agreement shall be governed, construed, and enforced under the laws of California, notwithstanding any conflicts of law provisions. Any legal action brought pursuant to this Agreement shall be filed in the Woodland, California.

**9. Integration and Modification.**

This Agreement, including exhibits (each of which is expressly incorporated herein), embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

**10. Severability.**

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**11. Appropriations.**

This Agreement is subject to the Client, the State of California and the United States appropriating and approving sufficient funds for the activities required of Runbeck pursuant to this Agreement. If Client's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the Client may terminate this Agreement by giving ten (10) days advance written notice thereof to Runbeck, in which event Client shall have no obligation to pay Runbeck any further funds or

provide other consideration and Runbeck shall have no obligation to provide any further services pursuant to this Agreement. If Client terminates the Agreement pursuant to this subparagraph, Client will pay Runbeck in accordance with this Agreement for all services performed to the satisfaction of the Registrar of Voters or his/her designee before such termination and for which funds have appropriated as required by law.

**12. Compliance.**

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Runbeck accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

**13. Non-Discrimination.**

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975 and the Age Discrimination in Employment Act, as amended.

During the performance of this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers, such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Runbeck agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Runbeck.

**14. Independent Relationship.**

Nothing in this Agreement is intended to, nor shall be deemed to, create a partnership, association or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

**15. Waiver.**

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision or condition.

**16. Confidential Information.**

All information owned, possessed or used by Client which is communicated to, learned, or otherwise acquired by Runbeck or its employees, agents or contractors in the performance of the terms of this Agreement shall be deemed and remain Confidential Information. Runbeck shall not, beginning on the date of first association or communication between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Client.

**17. Risk of Loss.**

Runbeck agrees to bear all risk of loss, injury, or destruction of goods and materials, including Equipment, ordered as a result of this Agreement which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such goods and materials, Client agrees to bear all risk of loss, injury, or destruction of such goods and materials. Runbeck's invoices will conform to the reasonable requirements of the Client.

**18. Warranty.**

Runbeck warrants and represents that services provided pursuant to this Agreement, and attached exhibits, shall be timely performed in a professional manner in accordance with applicable industry standards; and that Runbeck has the requisite ownership, authority and license rights to furnish Software provided to Client in connection with this Agreement.

Runbeck warrants and represents that Equipment shall be free from any defects in material or workmanship for a period of one (1) year after installation; and Software shall be free from any defects in material or workmanship for a period of one (1) year after installation (collectively, the "Warranty Periods"); provided, however, that if the manufacturer's warranty extends beyond one (1) year for any part, product, or service item, the longer warranty shall apply. This warranty extends to i) any defect reported during the Warranty Periods but not corrected; ii) any defect reported and thought to be corrected but that reoccurs outside of the Warranty Periods; iii) any defect misdiagnosed during the Warranty Periods and discovered to reoccur outside of the Warranty Periods; and iv) any defect discovered after the Warranty Periods but which can be documented to have started during the Warranty Periods. Runbeck agrees to a one-day grace period beyond the end of the Warranty Periods for notification purposes for defects discovered during the Warranty Periods. Runbeck shall, at its own election

and expense, either repair or replace any component which Client discovers to be defective in material or workmanship, provided that Client has furnished timely written notice to Runbeck.

EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, RUNBECK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**19. Limitation of Runbeck Liability.**

Runbeck shall not be responsible for the Equipment's or the Software's operation or failure to operate, to the extent such operation or failure results from, arises out of, or is related to Client's improper or negligent use or operation of the Equipment or the Software. IN NO EVENT SHALL RUNBECK BE LIABLE TO CLIENT OR TO ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

**20. Parties Responsibility**

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations and protection available to Client under California law.

**21. No Third-Party Beneficiary.**

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement allows any claim or right of action in any third person or entity. Any person or entity other than Client or Runbeck receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

**22. Notices.**

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

By Runbeck to: Yolo County Elections  
PO Box 1130  
Woodland, California 95776  
Attention: Jeffrey Barry  
Deputy Elections, County Clerk  
Fax No.: 530-666-8123

To Runbeck: Runbeck Election Services, Inc.  
2800 S. 36<sup>th</sup> Street  
Phoenix, Arizona 85034  
Attention: James Suver  
Fax No.: 602-437-1411

With a copy to: Steven H. Williams, Esq.  
7101 North First Street  
Phoenix, Arizona 85020  
Fax No.: 602-390-6719

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.

**23. No Construction Against Drafting Party.**

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

**23.1 Binding Authority**

The person signing this Agreement on behalf of each party represents and warrants that he or she has full legal power to execute this Agreement and that he or she has proper authority to bind and obligate his or her party with respect to all provisions contained in this Agreement.

**24. Successors and Assigns.**

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**25. Time is of the Essence.**

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence, it being understood by the Parties that the Equipment and its components, and Runbeck's services related thereto, are essential to the Client's ability to conduct statewide and local elections.

**26. Term**

The Parties declare, acknowledge and agree that the term of this Agreement shall be four (4) years, subject to Client's right to terminate due to lack of appropriations as set forth

in Section 10 of the Agreement. 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.

Furthermore, should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Runbeck default, Client reserves the right to purchase or obtain the supplies or services elsewhere, and Runbeck shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding neither party waives the right to recover damages against the other for breach of this Agreement.

**27. Obligations at Expiration**

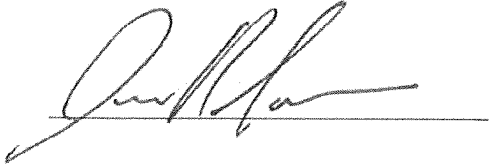
Upon expiration of this Agreement, Runbeck shall provide to Client an accounting of all monies due and payable to Runbeck under this Agreement. Client shall pay to Runbeck all amounts owed, if any, within thirty (30) days of the date of the invoice that Runbeck sends to Client.

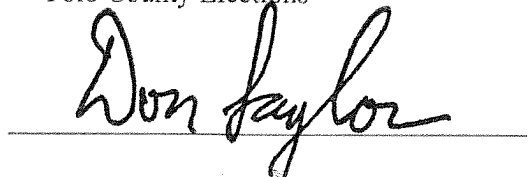
IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

Runbeck Election Services, Inc.

Yolo County Elections

By:





Title:

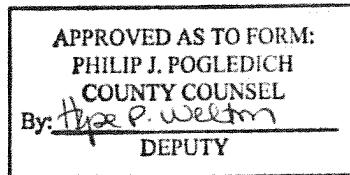
VICE PRESIDENT

Chair, Yolo County Board of Supervisors

Date:

Oct 25, 2019

November 5, 2019



## EXHIBIT A

### EQUIPMENT LIST AND PRICES

Primary location of the equipment:  
Yolo County Elections  
625 Court St, Room B01  
Woodland, California 95695

#### Agilis Sorting System

|                                   | <u>Price</u> |
|-----------------------------------|--------------|
| -Agilis Sorting System            | \$212,490.50 |
| -Automatic Signature Verification | \$15,000.00  |

Agilis Sorting System incorporating Auto Signature Verification, includes:

- Agilis Sorting System
- 2 Stackers, 8 pockets
- 1 Label printers
- Automatic Opener
- Auto Thickness Detect
- Servers
- Monitor
- Keyboard
- Agilis Sorting Software
- Auto Signature Verification

### MAINTENANCE SERVICES

#### Software Maintenance

- 7X24 technical software support hotline during declared election cycles
- Installation of all software updates
- Testing and validation of all software updates
- Software License Fees

#### Hardware Maintenance

- 7X24 technical support hotline during declared election cycles
- Hardware maintenance fees
- Client also agrees to allow Runbeck employees access to the equipment, when requested, during normal working hours.

#### Repair Services

During the term of the Agreement, as set forth in Section 26 thereof, should any component of the Agilis System, 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 of \$150.00 per hour.

### **Election Data**

At the conclusion of the election, Runbeck will provide phone assistance with the export of all election data from the Agilis Sorting System. 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**

During the initial installation, on-site training is provided; any additional training requires an on-site support fee, indicated below.

### **Materials management**

- Client is responsible for any pre-election inventory of Agilis Sorting System 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 1<sup>st</sup> day that services will be required. Client is responsible for installation of consumables while operating the Agilis Sorting System during an election cycle.

## **ON-SITE SUPPORT FEES**

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

## **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 26 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 B

### SOFTWARE LICENSE

#### 1. Grant and Scope of License.

A. Grant of License. Subject to Client's discharge of its material duties under the Agreement, to include the timely payment of any fees due hereunder, Runbeck hereby grants to Client an irrevocable, non-exclusive right and license to install, display and use the Software. For the avoidance of doubt, the license granted under this clause shall become revocable in the event that Client materially breaches the Agreement and Client fails to cure within the proscribed cure period.

B. Title. Runbeck shall at all times retain title to the Software provided by it hereunder and Runbeck does not convey any proprietary interest therein to Client.

C. Updates. For payment of the required fees by the Client as set forth herein and, in the Agreement, Runbeck shall provide to Client updates of any Software licensed hereunder at no additional charge and continue to maintain the Software in accordance with the requirements of the attached Agreement as long as Client continues to pay annual license and support services fees with respect to such Software.

D. Breach. In the event Client commits a material breach of its obligations under this Agreement, to expressly include failure to timely pay any fees due hereunder, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement, and the license hereunder, immediately upon delivery of written notice to Client.

#### 2. Annual Software License Fee.

A. Fees. Runbeck will invoice Client for the annual Software License Fee, set forth in Exhibit D to the Agreement. The annual Software License Fee for the first year of this Agreement is included in the purchase and installation price of the Equipment. All payments of this Fee shall be made annually on each successive anniversary term of the Agreement, for as long as Client continues to use referenced Software. The license for the Software entitles Client to the Warranties in Section 4 below but does not otherwise entitle Client to receive maintenance and support or updates to the Software. The annual Software License Fee is subject to an annual adjustment not to exceed five percent (5%).

B. Invoices. Runbeck's invoices will conform to the format requirements of the Client. Client will pay Runbeck's valid invoices within thirty (30) days after receipt.

#### 3. Delivery, Installation and Acceptance.

A. Estimated Shipping. Runbeck agrees to ship the Software to the location, and on or about the Estimated Shipping date, set forth in Exhibit D.

B. Installation. Runbeck agrees to install the Software ready for use and in good working order and render said Software Functional as a part of the fully Functional System at the applicable location as soon as practicable after delivery, but in no event more than ten (10) days after delivery.

C. Acceptance. Acceptance Testing and Acceptance of the Software as a part of the System shall be in accordance with the provisions of the Agreement to which this Exhibit is affixed.

#### **4. Training.**

If Client's personnel require training in order to properly use the Software and System, Runbeck will provide such training for all users designated by Client, at a time agreed to by the Parties. All initial training by Runbeck in the proper use of the Software and System shall be at no additional charge, unless a fee for such training is otherwise agreed upon and funds appropriated and certified as available for such purposes by the Client in accordance with the Agreement.

#### **5. Maintenance of Software; Term and Termination.**

A. Maintenance Services. During the term of this Agreement and subject to payment of any required fees by the Client, Runbeck agrees to provide maintenance and support services for the Software ("Maintenance Services").

B. Software Updates. Runbeck shall provide updates to the Software as they become available. Installation of Software updates will include testing and validation of the updated Software. Runbeck will provide the Client with a toll-free support hotline number that may be used to obtain assistance with the Software during the term of this Agreement, subject to payment of any required fees.

C. Term and Termination. This Agreement shall be effective as of the date of execution by the Parties, and shall expire upon termination of the Agreement in accordance with Section 26 thereof, unless mutually terminated earlier. The parties have the right to terminate this Agreement in accordance with Section 9, ("Appropriations") of the Agreement.

#### **6. Warranties.**

A. In addition to any warranties which may be contained in the Agreement, Runbeck provides the following warranties:

i. Non-Infringement. Runbeck warrants that Runbeck owns the Software, including all associated rights, and has the right to grant Client the licenses provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not and use of the

Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.

ii. Correction of Defects. In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client without Runbeck's prior written consent. Client's sole remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects.

iii. Performance of Services. Runbeck represents and warrants that all services provided by Runbeck to Client will be performed in a timely, competent and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the Services to support the Software.

iv. Runbeck Disclaimer of All Other Warranties. Except as otherwise expressly stated in the Agreement, Runbeck makes no representations or warranties concerning the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RUNBECK HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

## EXHIBIT C

### EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

Upon payment of the required fees by Client, Runbeck shall provide Equipment maintenance and support services as set forth in this Exhibit "C".

#### **1. Annual Equipment Maintenance Fee.**

Runbeck will invoice Client for the Annual Equipment Maintenance Fee, as set forth in Exhibit D to the Agreement. The Fee is subject to an annual adjustment not to exceed five percent (5%). The Annual Equipment Maintenance Fee for the first year of this Agreement is included in the purchase price and installation price of the Equipment. All subsequent payments of this Fee shall be made on each successive anniversary term of this Agreement.

#### **2. Equipment Maintenance Services.**

For payment of the Fee, Runbeck shall perform preventative maintenance on Equipment once each year. The maintenance will be performed on a date and time that is mutually acceptable to the Parties. The maintenance performed shall be Pre-election or Post-election Maintenance as described below:

##### **A. Pre-election Preventative Maintenance.**

- i. Cleaning and inspection of the Equipment
- ii. Replacement of any worn parts that need to be replaced\*
- iii. Correct any hardware or software issues
- iv. Post maintenance testing

##### **B. Post-election Preventative Maintenance.**

- i. Cleaning and inspection of the Equipment
- ii. Replacement of any worn parts that need to be replaced\*
- iii. Assisting the Client with the extracting of election data and archiving such data. Archive media will be provided by the Client.
- iv. All systems will be properly shut down and power will be removed.

\* The Client is solely responsible for paying the cost (including the shipping costs and any applicable taxes) of any replacement parts and consumables that are needed for the Equipment.

#### **3. Consumables.**

The Client acknowledges that the Equipment includes consumable items that require replacement. The consumables include, but are not limited to, such things as belts, rollers and tray tags. Client shall be solely responsible for the cost (including the shipping costs and any applicable taxes) to purchase all consumables that are needed for the Equipment. The Client is responsible for installation of the consumables.

**4. Additional Remote Support.**

Runbeck will provide the Client with a toll-free telephone number that it may use for assistance in addressing any Equipment issues that may arise or for general questions related to the use of the Equipment.

## EXHIBIT D

### Invoice Schedule

**Invoice To:** Yolo County Elections  
 PO Box 1130  
 Woodland, California 95776  
 Attention: Jeffrey Barry  
 Deputy Elections, County Clerk

**Contract Period**                    October 25, 2019 – October 24, 2023  
**Estimated Ship Date**            February 28, 2020  
**Actual Ship Date**                    \_\_\_\_\_ (to be completed by accounting)

#### For Invoicing Purposes:

| License and Maintenance Fees              | Year 1<br>(2019-2020)                   | Year 2<br>(2020-2021)                   | Year 3<br>(2021-2022)                   | Year 4<br>(2022-2023)                   |
|---|---|---|---|---|
|   | of this agreement on existing equipment | of this agreement on existing equipment | of this agreement on existing equipment | of this agreement on existing equipment |
| Agilis Sorting System                     | \$212,490.50                            |   |   |   |
| Automatic Signature Verification Software | \$15,000.00                             |   |   |   |
| Additional Stacker                        | \$15,000.00                             |   |   |   |
| Delivery, Install, and Onsite Training    | Included                                |   |   |   |
| ASV License Fee                           |   | \$7,500                                 | \$7,500                                 | \$7,500                                 |
| Software License Fee*                     |   | \$15,000                                | \$15,000                                | \$15,000                                |
| Maintenance Fee**                         |   | \$7,500                                 | \$7,500                                 | \$7,500                                 |
| <b>Total</b>                              | <b>\$242,490.50</b>                     | <b>\$30,000</b>                         | <b>\$30,000</b>                         | <b>\$30,000</b>                         |

**NOTES**

Any applicable taxes are the sole responsibility of the Client

\* Subject to an annual fee adjustment not to exceed five percent (5%), per Section 2 of Exhibit B.

\*\* Subject to an annual adjustment not to exceed five percent (5%), per Section 1 of Exhibit C.