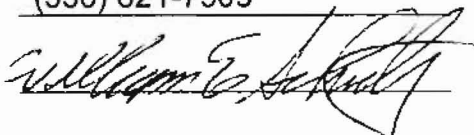


CONTRACT ROUTING SHEET

Date Prepared: 03/04/09

Need Date: ASAP

PROCESSING DEPARTMENT:

Department: Elections
Dept. Contact: William E. Schultz
Phone #: (530) 621-7505
Department
Head Signature: 


CONTRACTOR:

Name: Premier Election Solutions
Address: P O Box 1019
Allen, TX 75013
Phone: (469) 675-8890 Ext. 1192

CONTRACTING DEPARTMENT: Recorder-Clerk-Registrar of Voters

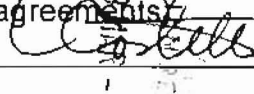
Service Requested: Ballot Printing Services
Contract Term: thru 11/30/2012 Contract Value: (estimate) \$300,000.00
Compliance with Human Resources requirements? Yes: No:
Compliance verified by:

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 3-6-09 By: 
Approved: Disapproved: Date: By:

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 3/8/09 By: 
Approved: Disapproved: Date: By:

03/04/09
RECORDED
5 PM 12:00

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:



10315 Airport Road, Suite 102
 Everett, WA 98204
 Tel.: (425) 356-9991
 Fax: (425) 356-9937

**BALLOT PRINTING
 SERVICES AGREEMENT**

CUSTOMER:	EL DORADO COUNTY, CALIFORNIA	PREMIER ELECTION SOLUTIONS, INC.
Addresses: Mailing	P.O. Box 678001 Placerville, CA 95667-8001	P.O. Box 1019 Allen, TX 75013 Attn: Contracts Department
Physical / Ship To	2850 Fairlane Court Placerville, CA 95667	Overnight Deliveries: 1253 Allen Station Pkwy. Allen, TX 75002 Attn: Contracts Department
Contacts:	Bill Schultz County Clerk-Recorder	Jeffrey S. Adamcik, Division Counsel Mike Rockenstein, Sales Representative
Phone:	530.621.7480	469-675-8990, ext. 1192 // 916-201-5408 (MR)
Fax:	530.626.5514	214-383-1596 // Select Reps Fax No
Email:	recorderclerk@co.el-dorado.ca.us	Jeffrey.Adamcik@premierelections.com Mike.Rockenstein@premierelections.com

This Ballot Printing Services Agreement is entered into as of date of the last signature set forth below (the "Effective Date") by the Customer, as identified above and Premier Election Solutions, Inc. ("Premier"), a Delaware corporation. The Customer and Premier are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

The parties have caused their duly authorized representatives to sign this Agreement as of the Effective Date.

EL DORADO COUNTY, CALIFORNIA		PREMIER ELECTION SOLUTIONS, INC.	
			3/11/09
Authorized Signature	Date	Authorized Signature	Date
Printed Name, Title		Yvette Sáenz, Controller	
Printed Name, Title		Printed Name, Title	
APPROVED AS TO LEGAL FORM:			
			3/4/09
Authorized Signature	Date	Authorized Signature	Date
Printed Name, Title		Jeffrey S. Adamcik, Division Counsel	
Printed Name, Title		Printed Name, Title	

TERMS AND CONDITIONS

1. **Goods and Services; Timeline; Exclusivity.** Premier shall provide to Customer the ballot printing services and ballots ("**Goods and Services**") in accordance with the specifications identified in **Exhibit A** ("**Specifications**"). Customer shall appoint a project manager, who will serve as a first point of contact with Premier, be authorized to make day-to-day decisions relating to this Agreement, and have access to Customer's authorized officials for other decisions. Delivery of the Goods and Services shall proceed according to the timeline set out in **Exhibit B** ("**Timeline**"); *provided*, that Premier shall bear no responsibility for delays caused by Customer's failure to timely provide any materials, assistance, comments, or approvals called for by the Timeline or the Specifications. Customer shall provide information and access to personnel reasonably required for Premier to perform its obligations. Premier shall be Customer's exclusive provider of the Goods and Services and equivalent goods and services.

2. **Ordering.** Customer shall use only Premier-provided ballot printing instructions, a current sample of which is attached hereto as **Exhibit C** ("**Ballot Printing Instructions**"), to place orders for Goods and Services.

3. **Payment.** Customer shall pay Premier the amounts specified in the Ballot Printing Instructions as specified therein. Goods and Services provided on a time-and-materials basis will be invoiced monthly. Customer is responsible for all applicable sales, excise, personal property, or other taxes or duties on the amounts paid or Goods and Services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Premier with a tax exemption certificate. The total amount of this Agreement during the Initial Contract Term is as specified and provided for in this provision and in Exhibit A.

4. Term and Termination.

4.1. **Term.** This Agreement is effective as of the Effective Date and, unless earlier terminated under Section 4.2, expires on November 30, 2012 (the "**Term**").

4.2. **Termination.** If either party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching party, the non-breaching party may terminate this Agreement as of a termination date specified in that notice or a subsequent notice delivered within such 30-day period. If the breach cannot be completely cured within the 30-day period, no default shall occur if the party receiving the notice begins curative action within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

4.3. **Survival.** Sections 7 and 8 will survive any expiration or termination of this Agreement.

4.4. **Termination For Convenience.** Either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' prior written notice to the other party. During the notice period, Premier shall continue to provide Goods and Services for which Premier has accepted orders, unless Customer shall direct that Premier cease all work, in which case the Agreement shall be deemed terminated consistent with the foregoing during such notice period.

5. **Warranty.** Premier warrants that the Services will conform to the Specifications. Premier will promptly correct any material non-conformity of the Goods and Services to the Specifications of which Premier is given notice during the Term.

6. **Force Majeure.** A party's obligations hereunder will be suspended so long as compliance is impeded or prevented by causes beyond such party's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances, and acts or regulations of governmental entities.

7. **Confidential Information.** Neither party will use or disclose the other party's Confidential Information without the other party's prior written consent. "**Confidential Information**" means, as to either party, any information designated as confidential by the party when or before it is disclosed. This paragraph does not apply to information (a) after it becomes publicly known through no fault of the receiving party, (b) already rightfully in the receiving party's possession when received, (c) developed by the receiving party without the use of the other party's Confidential Information, or (d) required to be disclosed by law, so long as the other party is given immediate notice of the request or order that the information be disclosed and the fullest opportunity under law to prevent or limit the disclosure. Each party acknowledges that its breach of this Section may cause the other party substantial and irreparable harm for which the other party would be entitled to equitable relief in addition to any available legal remedies. Each party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief.

8. **Disclaimer.** EXCEPT FOR ANY WARRANTY EXPRESSLY SET FORTH HEREIN, PREMIER DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9. **Indemnification.** If notified promptly in writing of any action brought against Customer alleging that Customer's use of the Goods and Services infringes a United States patent, copyright, or trademark ("**Claim**"), Premier will defend the Claim at its expense and pay any costs and damages awarded against Customer; *provided*, that Premier has sole control of and Customer's reasonable cooperation in the defense or settlement of the Claim. If a Claim results in an injunction against Customer's use of the Goods and Services, or if Premier reasonably anticipates such an injunction, Premier will procure for Customer the right to continue using the Goods and Services or replace or modify the Goods and Services to avoid the Claim while retaining substantially the same functionality. Customer shall be responsible for any expenses or damages arising from a third-party patent, copyright, or trademark infringement claim arising from Premier's compliance with Customer's specific designs or instructions. Each Party shall indemnify the other Party from third-party claims for injury, death, or property damage based on the other Party's

alleged gross negligence or willful misconduct. This indemnity will not apply to Claims arising from use of the Goods and Services in combination with third-party products (other than those approved by Premier or set forth in the Specifications), or modification of the Goods and Services not performed or provided by Premier, to the extent such use, combination, or modification is the cause of such Claim. Premier will not be liable for damages arising out of these Terms and Conditions unless caused by Premier's gross negligence or willful misconduct.

10. **Limitation of Liability.** Neither party will be liable under this Agreement for (1) consequential, special, punitive, or incidental damages or (2) compensatory damages in excess of the total of all amounts payable under this Agreement during the 12-month period preceding the event or events giving rise to liability.

11. **Assignment.** Neither party may assign any rights or delegate any obligations under in this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section will be null and void. Notwithstanding the forgoing, Premier may subcontract the provision of Goods and Services to third-party providers so long as Premier remains liable to Customer for the performance of such Goods and Services.

12. **No IP Assignments.** Neither party's entering into or performing this Agreement will be deemed to assign, license or otherwise transfer, expressly or by implication, any intellectual property rights the party may hold under the laws of any jurisdiction.

13. **Severability.** If any term of this Agreement is held to be unenforceable, the other terms of this Agreement shall be enforced to the fullest extent permitted by law.

14. **Governing Law.** This Agreement will be construed under the laws of the State of California, and the state and federal courts within the State of California have non-exclusive jurisdiction for all actions to enforce this Agreement.

15. **Waiver.** No waiver or failure of a party to assert any right under this Agreement on any one occasion will operate as a waiver of any other right on that occasion or any right on any other occasion.

16. **Notices.** All notices under this Agreement shall be delivered personally, sent by confirmed facsimile transmission, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the address shown below or such other address as may be specified by either party to the other party in compliance with this Section.

If to Premier: Premier Election Solutions, Inc.
P.O. Box 1019
Allen, Texas 75013
Attn: Contracts Department

If to Customer: El Dorado County Elections
C/O Bill Schultz, County Clerk-Recorder
2850 Fairlane Court
Placerville, CA 95667

Notices shall be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier and four days after such mailing by U.S. mail.

17. **Independent Contractors; No Third-Party Beneficiaries.** The parties to this Agreement are independent contractors. Neither party will be liable to the other party or the other party's employees for any rights or benefits such party provides or is required to provide to its own employees. This Agreement is for the sole benefit of the parties hereto and will not be enforceable by any third-party, whether as a third-party beneficiary or otherwise.

18. **Interpretation.** This Agreement, including the Exhibits attached hereto (which are incorporated herein by this reference), is the complete and final expression of the parties' agreement regarding its subject matter and supersedes all prior or contemporaneous communications or agreements, written or oral, by the parties regarding such subject matter. In the event of any conflict or ambiguity between the terms set forth in the body of this Agreement (i.e., Section 1 through this Section 18) and those set forth in the Ballot Printing Instructions, the terms set forth in the body of this Agreement will prevail. No amendment or supplement to this Agreement is effective unless in writing and signed by both parties' authorized representatives. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

19. **Name Change.** A certificate of Amendment was filed with the State of Delaware on August 22, 2007, changing Diebold Election Systems, Inc. to Premier Election Solutions, Inc. Premier filed changes of its name with the various states in which it does business. For clarity, this is a name change and the legal entity who has had interaction with your organization continues and remains the same party, with the same Tax ID, etc. and further continues and remains responsible for compliance and performance of any agreements or other duties entered into by that legal entity previously under the name of Diebold Election Systems, Inc.

Exhibit A - California Ballot Printing 2009

Standard Ballot Pricing Structure

The price matrix below defines 2009 pricing for ballots and test decks. Other pricing such as VoteRemote is available upon request.

Platinum Service



Ink Jetting and Inserting

Mail Preparation

Delivery Into MailStream



Signature Capture



Captures Voter Identity and Signature

Looks for Duplicate Returns and Updates Voter History

Setup Charges	
Initial Election Database Setup (per database)	\$350.00
Supplemental Ballot Order (per database)	\$150.00

Base per Ballot	
Duplex 11" and 14" Ballot	\$0.28
Duplex 17" and 18" Ballot	\$0.29

Absentee and Mail Ballots	
Scoring / Folding	incl
Variable Data Printing	incl
Full Four Color/Digital Printing Process	incl
Packaging by Precinct by Density	incl
Additional Party Ballots over Three	\$0.02

Poll Ballots	
Staple or Shrink Wrap	incl
Variable Data Printing	incl
Full Four Color/Digital Printing Process	incl
Packaging by Precinct by Density	incl
Additional Party Ballots over Three	\$0.02

Test Decks	
Duplex 11" and 14" Test Deck	\$0.28
Duplex 17" and 18" Test Deck	\$0.29
Expected Result Reporting	.incl

Other Charges	
Extra Boxes	\$1.15
Top Perforated 1" Stub	Incl
Freight	Actual Costs

Standard Ballot Stock (white only)	
Absentee Stock	
11" and 14" stock (scored with or without stub)	\$0.10
17" and 18" stock (scored with or without stub)	\$0.15
Poll Stock	
11" and 14" stock (flat with or without stub)	\$0.10
17" and 18" stock (flat with or without stub)	\$0.15

Ballot price dependant on use of Premier's new V4 paper

The parties agree that there shall be a 1¢ increase on each of the 18" ballots for the 2012 election cycle.

Desktop Service



County Delivers Into MailStream



Signature Verification



Side by Side or Automated Signature Verification

Updates Voter History

EXHIBIT B
Specifications

The following standard ballot printing specifications ("Standard Ballot Printing Specifications"), copies of which Customer acknowledges having received, are incorporated by reference into the Agreement:

- AccuVote-OS Ballot Specifications (currently, Revision 6.0, April 15, 2008).
- Test Decks, User's Guide, (currently, Revision 5, February 2005).

Customer acknowledges that Premier may update the Standard Ballot Printing Specifications at any time in its sole discretion, but such updates shall not affect pending orders without the agreement of Customer.

Additional ballot order specifications ("Additional Ballot Order Specifications") may be set out in Ballot Printing Instructions. In the event of a conflict or inconsistency between the Standard Ballot Printing Specifications identified above and any Additional Ballot Order Specifications set out in a Ballot Printing Instructions, the Standard Ballot Printing Specifications shall prevail.

Customer Acknowledgement: _____
(initials)

EXHIBIT C
Timeline

RELATIVE DATE(S) (E = Election Day)	CALENDAR DATE(S)	EVENT
		Ballot Printing Services Agreement is executed
E - 83		End of candidate qualification
E - 69		Deadline for submission of ballot data for creation of the election database
E - 59 to E - 54		Ballot building and proofing and final signoff of databases by customer
E - 61 to E - 54		Begin process of submitting databases to Premier
E - 61 to E - 54		Deadline for database to be submitted to Premier
E - 61 to E - 54		Deadline for submission of database and approval to proceed with printing
E - 29		Statutory date for availability of absentee ballots
E		Election Day

1. **Timeliness.** Ballots can be delivered on time only if Customer adheres to the dates indicated above. Late delivery may occur if reprints are required due to Customer's error or fault or if the date for submitting a database is missed or changes are required after the database is submitted. Customer will pay priority, expedited, or overnight shipping and handling charges when Customer or its agent, representative, or contractor is the cause of any delay that makes such shipping and handling necessary or appropriate under the circumstances.
2. **Partial Deliveries.** With respect to absentee ballots, Premier may make partial deliveries, so long as a sufficient quantity of ballots is delivered to allow Customer to meet demand and statutory requirements.
3. **Proofs.** Any proofs required from the printing facility (including proofs where the print facility adds the stub to previously approved ballots) will be supplied via e-mail in a PDF format at no additional charge. If Customer requests paper proofs, an additional charge of \$150.00 plus any overnight shipping charges will apply. **PREMIER WILL NOT FAX BALLOT PROOFS.**
4. **Database and Ballot Errors.** Premier does not change the content of the database. At the print facility the only printing added is the precinct name and the ballot stub. *Note: If a jurisdiction requires a proof prior to Premier being authorized to print the ballot, the signed authorization will be required to be returned to the Premier Everett facility within 24 hours after the Customer's receipt of the proof.* If an error is discovered on the ballot, the database must be returned to your ballot builder/programmer for correction. If an error is found after the ballots have been printed, all printing charges for the original printing, as well as the corrected printing, will apply.

EXHIBIT D

Form (Sample) Ballot Printing Instructions

PLEASE CONTACT US AT 426-356-9991 AND ASK FOR ANY ACCOUNT REP FOR ASSISTANCE IF YOU ARE HAVING PROBLEMS FILLING OUT THIS FORM.

BALLOT PRINTING INSTRUCTIONS

WORK ORDER NUMBER
FOR DIEBOLD USE ONLY

SECTION 1 (CUSTOMER CONTACT AND SHIPPING INFORMATION)

CUSTOMER : CONTACT PERSON: PHONE:

NOTE: YOU ONLY NEED TO PROVIDE A SECOND ADDRESS IF BALLOTS ARE TO SHIP TO DIFFERENT LOCATIONS

WARNING: WE DO NOT SHIP TO POST OFFICE BOXES

IS INSIDE DELIVERY REQUIRED ? (YES or NO)

IS A LIFT GATE REQUIRED ?(YES or NO)

SHIPPING / BILLING ADDRESS 1

SHIPPING ADDRESS 2

SECTION 2 (ELECTION SPECIFIC INFORMATION)

BALLOT SORT ORDER:

NOTE: DEFAULT FOR SORTING OF BALLOTS IS REPORT PRECINCT AND CARD ID FOR EACH BALLOT TYPE UNLESS SPECIFIED PLEASE USE THE BELOW AREA TO DEFINE YOUR SORT FOR EACH BALLOT IF DEFAULT IS NOT WHAT YOU NEED.

FOR EACH BALLOT TYPE ENTER THE FIELD SORT ORDER: (EXAMPLE ABS : CARD ID / DEPOT / REPORT PRECINCT)

Production Ballot Type	SORT FIELDS			

ELECTION DATE:

PARTY ELECTION (YES OR NO)

BALLOT SIZE
(11, 14 or 18 INCH)

SPECIAL INSTRUCTIONS:

TEST DECK INSTRUCTIONS

NOTE: FOR LOGIC AND ACCURACY PLEASE PROVIDE CYCLE EXAMPLE: LA2, LA5 Etc	DO YOU NEED THE FOLLOWING	BUILD BY CARD or REPORT PRECINCT	FILL IN BY ARTWORK SEQ , REPORT SEQ OR ROTATED SEQ	INCLUDE OVER VOTE AND UNDER VOTE (YES OR NO)	INCLUDE WRITE INS (YES OR NO)	CHECK OFF ONLY IF YOU ARE FLAGGING CARDS FOR TEST DECK IN BALLOT ORDER	SPECIAL INSTRUCTIONS FOR TESTDECKS
TEST DECKS							
LOGIC AND ACCURACY							
MULTI VOTE							
WAREHOUSE							
QC DECK							
GEMS DECK							

EXHIBIT D (CONT.)

SECTION 3 (FINISHING AND SHIPPING INSTRUCTIONS)

FINISHING

NOTE: AS NEEDED CHANGE BALLOT TYPE TO REFLECT YOUR CUSTOM NAME BALLOT NAME (Example: BLANK TEST etc)	ESTIMATED TOTAL BALLOT COUNT BY TYPE	YES OR NO	YES OR NO	YES OR NO	ANSWER YES OR NO AND MARK LOCATION OF THE STAPLE ON TAB 2 BALLOT LAYOUT FORM	MAX LIMIT OF BALLOTS PER PAD IS 50	YES OR NO CAN BE SHRUNK UP TO QUANTITIES OF 100
Production Ballot Type	Qty	SCORED	FOLDED	FLAT	STUB STAPLE	PAD QUANTITY	SHRINK WRAP
ABSENTEE	0					0	
MAIL	0					0	
PRECINCT/ POLL	0					0	
PROVISIONAL	0					0	
DUPLICATE	0					0	
OTHER 1 (Fill in any special ballot)	0					0	
OTHER 2 (Fill in any special ballot)	0					0	
TOTAL	0					0	

SHIPPING

Production Ballot Type	REQUEST A DELIVERY BY DATE	SELECT FROM ABOVE ADDRESS 1 or 2	PERSON WHO WILL RECEIVE SHIPMENT CONTACT PERSON	PROVIDE AS NEEDED CONTACT PHONE NUMBER
PROOFS				
TEST DECKS				
ABSENTEE				
MAIL				
PRECINCT/ POLL				
PROVISIONAL				
DUPLICATE				
OTHER 1				
OTHER 2				

PLEASE NOTE ANY SPECIAL SHIPPING INFORMATION IN THE BOX PROVIDED BELOW

COMMENTS:

BALLOT STUB AND HEADER LAYOUT TO BE COMPLETED ON TAB 2

FOR DIEBOLD PRODUCTION USE ONLY

CUSTOMER ACCOUNT REP:

PHONE NUMBER:

COMMENTS: