

**MASTER AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
DOCUMENT MESSAGING TECHNOLOGIES, a division of Pitney Bowes Inc.**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DOCUMENT MESSAGING TECHNOLOGIES, a division of Pitney Bowes Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing hardware and related software for the automated processing of inbound absentee ballots.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments and Order of Precedence

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Software License and Maintenance Agreement
- Exhibit B – Equipment Maintenance Agreement
- Exhibit C – Lease Agreement
- Exhibit D – Pricing and Payment Schedule
- Attachment 1 – Contractor’s Declaration Form
- Attachment 2 – Proof of Insurance

This Agreement governs except where terms and conditions are different in the exhibits, in which case the exhibit(s) shall control.

(a.) Order of Precedence

This Agreement, together with all documents expressly referred to in this Agreement, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Each party acknowledges that there were no representations or promises made by the other party on which such party has relied in entering into this Agreement that are not expressly stated herein. In case of conflict the order of precedence of the documents constituting this Agreement is as follows, each listed document superseding in the event of any conflicting provision in a later listed document: (1) Agreement text, including the Exhibits, and Attachments; (2) the orders; and (3) any other document that makes specific reference to this Agreement. Preprinted or similar terms and conditions contained in orders, work orders, change orders, purchase orders, invoices (or

other similar accounting documents) on Contractor's website or product schedule will be deemed for administrative purposes and of no force or effect.

2. **Services to be performed by Contractor**

In consideration of the payments set forth herein Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein.

3. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit D, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit D. In no event shall the County's total fiscal obligation under this Agreement exceed six hundred eighty-six thousand dollars (\$686,000.00).

4. **Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2007 through September 15, 2012.

This Agreement may be terminated by either party hereto at any time without a requirement of good cause upon thirty (30) days written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as "Materials") prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such Materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. **Warranty**

For hardware provided pursuant to this Agreement, Contractor warrants to County that Contractor product(s) ordered hereunder (the "Product") will be free from manufacturing defects in material and workmanship and that it will perform according to Contractor's published specifications for twelve (12) months, or for Console Inserting Systems, until the Product reaches manufacturer's published usage limits for the applicable systems, whichever occurs first, commencing immediately upon the date of first use after acceptance by County (or, if installation is performed by Contractor, then completion date of on-site assembly and testing by Contractor, or fifteen (15) days after delivery, whichever occurs first) (the "Hardware Warranty Period"). If the County has any material problems with the Product involving a manufacturing defect in material or workmanship during the Hardware Warranty Period, Contractor will repair or, at Contractor option, replace the Product having such problems. During the Hardware Warranty Period, Contractor will be responsible for the cost of parts and service labor necessary to repair or replace the Product or, at its option, replacing the Product. Contractor does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts

worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's published specifications.

This warranty excludes: (a) preventive maintenance, routine service and normal wear; (b) Product serviced, repaired, refurbished or otherwise disassembled/reassembled by persons not certified by Contractor to perform such service and repair; (c) damage to the Product caused by use of spare parts or supplies not supplied by Contractor; (d) damage to Product caused by failure to use Contractor authorized procedures and processes; (e) the effects or outcome of integrating or connecting Contractor Product with products or processing equipment of companies other than Contractor or its wholly-owned subsidiaries. Contractor will assume the obligations stated in this Agreement provided County operates the Product in accordance with manufacturer's published specifications for such Product including, without limitation, under suitable temperature, humidity, line voltage, and any other manufacturer specified environmental conditions and only if County uses reasonable care in handling, operating, and maintaining the Product; and the Product is used by County only for the ordinary purpose for which it is designed.

THE ABOVE-STATED WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THE HARDWARE PRODUCTS PROVIDED AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE PRODUCT IS COUNTY'S SOLE REMEDY FOR BREACH OF WARRANTY.

6. **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

7. **Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description by third parties, brought for, or on account of the following losses resulting from the performance of any work required of Contractor, provided that this shall not apply to injuries or damage from which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct:

- (A) injuries to or death of any person, including Contractor; or
- (B) damage to any property of any kind whatsoever and to whomsoever belonging.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. **Intellectual Property Rights Warranties and Indemnification**

(a.) Contractor represents and warrants that its performance of all obligations under this Agreement does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

(b.) Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against the County, its Board of Supervisors, officers, directors, agents, or employees ("County Defendants") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, ("Intellectual Property rights" hereinafter):

(1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor in performing the work under this Agreement; or

(2) as a result of the County's actual or intended use of any work product generated by the software furnished by Contractor under the Agreement. Contractor also shall indemnify the County against all reasonable attorneys' fees, losses, costs, expenses, liability, and damages awarded against the County or settlement as a consequence of such action.

(c.) Rights and remedies available to the County hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the County of San Mateo.

10. **Limitation on Liability**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN ANY APPLICABLE EXHIBIT TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE TO COUNTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA OR GOODWILL (COLLECTIVELY "CONSEQUENTIAL DAMAGES"), FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER OR ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCTS, SERVICES AND/OR THE LICENSED PROGRAMS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE AND EVEN IF THE PARTY HAS BEEN ADVISED IN ADVANCE OF THE EXISTENCE OF SUCH DAMAGES.

EXCEPT FOR CLAIMS ARISING UNDER SECTIONS 8 AND 9 OF THIS AGREEMENT, CONTRACTOR'S TOTAL LIABILITY TO COUNTY RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MISREPRESENTATION, OR OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO THE FEES PAID BY COUNTY TO

CONTRACTOR FOR THE AFFECTED PRODUCT OR SERVICE OVER THE TWELVE MONTHS' PRIOR TO THE EVENT(S) GIVING RISE TO THE CLAIM.

11. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

County may not assign, transfer, or sublet any interest in this Agreement or the equipment without Contractor's prior written consent. Contractor reserves the right to approve any proposed assignment of rights or obligations by County on the basis of the proposed assignee's ability to meet County's obligations under this Agreement

12. **Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** Contractor shall maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000

- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

13. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Non-Discrimination and Other Requirements

A. Section 504 applies only to Contractors who are providing services to members of the public.

Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by an employee of Contractor assigned to perform services pursuant to this Agreement in any court of any complaint of discrimination or the filing by an employee of Contractor assigned to perform services pursuant to this Agreement of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

15. **Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received

for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

16. **Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

17. **Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this Agreement, the provisions of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the parties hereto.

18. **Force Majeure**

If the performance of any part of this Agreement by any party is prevented, hindered, delayed or otherwise made impracticable by reason of any fire, flood, explosion, act of terrorism, war, labor dispute, embargo, civil or military authority, natural disasters, judicial or governmental action, act of God, or any other substantially similar causes beyond the control of the party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes; provided that the party whose performance or attempts to cure is delayed or prevented gives the other party written notice thereof within ten (10) business days of any such event or occurrence and exercises its best efforts to resume performance or cure as soon as possible. If services are not resumed within sixty (60) days, the non-delaying party may terminate the contract by giving fifteen (15) days written notice to the other party.

19. **Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

20. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to:

In the case of County, to:
San Mateo County Assessor-County Clerk-Recorder
555 County Center, Floor 3
Redwood City, CA 94063-1665
Attention: Warren Slocum

In the case of Contractor, to:
Document Messaging Technologies
37 Executive Drive
Danbury, CT 06810
Attention: President

With additional copy to:
Pitney Bowes Inc.
1 Elmcroft Road
Stamford, CT 06926-0700
Attention: General Counsel

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

DOCUMENT MESSAGING TECHNOLOGIES,
a division of Pitney Bowes Inc.

COUNTY OF SAN MATEO

By: _____

Sandra Torony
Sandra Torony, Director

By: _____

Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

Date: _____

8/28/07

Date: _____

EXHIBIT A
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

The following terms and conditions of this Software License and Maintenance Agreement (“SLMA”) apply to the Software imbedded in a Sorter purchased or leased by County (hereinafter “Licensee” or “you” or “Customer”) under the Master Agreement, either from Pitney Bowes (“Operating Software”) and/or from any third party in connection with such Sorter (“Application Software”). Application Software includes, but is not limited to, Fast Forward, Clear Scan, OCR, and AddressScript.

The terms of this SLMA are in addition to, and do not supersede, the terms of the Master Agreement, except that, with respect to the Pitney Bowes Software (as defined in Section 1.1 below), this SLMA does supersede those portions of the Master Agreement that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software). In the event of a conflict between the terms of this SLMA and the Master Agreement with respect to the Pitney Bowes Software, the terms of this SLMA shall control. LICENSEE'S SIGNATURE OR USE OR CONTINUED USE OF THE PITNEY BOWES SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS SLMA.

1. LICENSE

1.1. License Grant and Term. Pitney Bowes grants to Licensee, pursuant to, and subject to Licensee’s compliance with, the terms and conditions set forth in this SLMA and subject to payment of all applicable license fees relating to the Operating and Application Software (collectively “**Pitney Bowes Software**”), and Licensee accepts a non-exclusive, non-transferable license to use the Pitney Bowes Software for the Term (the “**License**”).

Term. Unless terminated as provided herein, the term of the License for the Pitney Bowes Software shall commence on the date of first use after acceptance and shall continue for a period of one (1) year. Thereafter, the License for the Software shall be renewed automatically for additional one (1) year periods unless either party gives written notice of its intention not to renew no less than ninety (90) days prior to the anniversary date. In the event Licensee elects to terminate this SLMA without cause prior to the expiration of the then-current one (1) year term, no pro rata refund will be provided.

1.2. Software Use. Licensee is authorized to use the Pitney Bowes Software solely for its own internal operations on the sorter indicated in the Agreement, subject to this SLMA or any applicable Statement of Work or similar agreement between Pitney Bowes and Licensee with respect to the Pitney Bowes Software.

1.3. Backup Copies. Licensee shall have the right to make no more than one copy of the Pitney Bowes Software solely for backup and archival purposes and exclusively for Licensee's internal use, provided that such copies include all original copyright and other proprietary notices.

1.4. Fees. Commencing on date of first use after acceptance Licensee shall pay to Pitney Bowes the license and maintenance charges described in this Exhibit A and Exhibit D (Annual

License fees). County shall agree to pay first fee(s) payment to Contractor upon acceptance, in accordance with Exhibit D. For any Software Maintenance provided after the first year, pricing will be reviewed on an annual basis. In the event Software Maintenance is terminated by Licensee, Licensee's license rights hereunder shall also terminate.

2. WARRANTY

2.1. Warranty. Pitney Bowes warrants during the Warranty Period that the Pitney Bowes Software will conform to all substantial operational functions of the Pitney Bowes Software described in any documentation provided if installed and used in the operating environment specified therein. The "Warranty Period" for the Pitney Bowes Software is twelve (12) months from the date of first use after acceptance. If the Pitney Bowes Software does not so conform during the Warranty Period, Pitney Bowes shall, at its option, (i) repair the Pitney Bowes Software or (ii) replace the Pitney Bowes Software. This warranty is void if the Pitney Bowes Software fails to perform as a result of accident, misuse, or due to use with hardware, software programs or non-qualifying databases of any party other than Pitney Bowes. To the extent that the Pitney Bowes Software requires current data to operate in accordance with the documentation, if Licensee does not obtain and install any necessary current data, this warranty is void.

2.2. Warranty Limitation. EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE PITNEY BOWES SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PITNEY BOWES DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN THE PITNEY BOWES SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE PITNEY BOWES SOFTWARE OR ANY DATABASE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE.

3. PROPRIETARY RIGHTS

3.1. Ownership of Pitney Bowes Software. The Pitney Bowes Software and Materials, and all materials relating thereto (collectively, the "**Pitney Bowes Materials**") are proprietary to Pitney Bowes and/or its licensors and suppliers and shall remain the sole and exclusive property of Pitney Bowes and/or its licensors and suppliers. The Pitney Bowes Software and Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the Pitney Bowes Materials or copies thereof to others except as expressly permitted in this Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the Pitney Bowes Materials.

3.2. Security. Licensee shall not sell, transfer, publish, disclose, display, or otherwise make available any Pitney Bowes Software or copies thereof to others. Licensee acknowledges that the Pitney Bowes Software is trade secrets of Pitney Bowes or of the third parties under whose license Pitney Bowes provides the Pitney Bowes Software. Licensee agrees to secure and protect the Pitney Bowes Software and copies thereof in a manner consistent with maintenance

of Pitney Bowes' rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

3.3. No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Pitney Bowes Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pitney Bowes Software; (b) alter or modify the Pitney Bowes Software or Materials or create derivative works therefrom; or (c) allow or assist others to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by Pitney Bowes or the Third Party provider who provided such content.

4. SOFTWARE MAINTENANCE

4.1. Software Maintenance. Software Maintenance for the Operating Software shall be provided as part of your equipment warranty and/or equipment maintenance. Software Maintenance (as defined in Exhibit A-1) for Application Software is available at an additional charge for as long as Pitney Bowes makes such Software Maintenance generally available to its licensees of the Pitney Bowes Software.

5. LIMITATION OF LIABILITY

PITNEY BOWES' ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF ANY PITNEY BOWES SOFTWARE. IF PITNEY BOWES IS UNABLE TO DELIVER SUCH A REPLACEMENT, LICENSEE MAY TERMINATE THIS AGREEMENT BY RETURNING THE PITNEY BOWES SOFTWARE, AND THE LICENSE FEE FOR ANY UNUSED PERIOD WILL BE REFUNDED. LICENSEE AGREES THAT PITNEY BOWES' LIABILITY FOR USE OF THE PITNEY BOWES SOFTWARE BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED AMOUNTS PAID BY LICENSEE FOR THE PARTICULAR PITNEY BOWES SOFTWARE.

IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF SUCH PITNEY BOWES SOFTWARE, EVEN IF PITNEY BOWES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Termination. This SLMA will terminate automatically if any term of this SLMA is violated by Licensee, provided that any such breach is not remedied within thirty (30) days of notice of default. Termination of the license shall be in addition to, and not in lieu of, any other legal or equitable remedies available to Contractor.

7. MISCELLANEOUS

7.2. Binding Effect; Assignment. This SLMA shall be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this SLMA or assign, sublicense or transfer any of its rights hereunder without the prior written

consent of Pitney Bowes. In addition, for certain Application Software, the Third Party Content Provider may have to consent to the assignment of any licenses provided hereunder and an additional fee may apply.

7.3. Third Party Content. Certain Third Party Content provided hereunder requires Licensee be certified by the United States Postal Service. Licensee's failure to obtain such certification shall not impact Licensee's obligation to pay to Pitney Bowes fees due hereunder. In addition, certain Third Party Content requires Licensee to agree to additional terms of use set forth in Exhibit A-2 hereto. If Pitney Bowes' license to any Third Party Content terminates, Licensee agrees: (a) that the Agreement and all other agreements related thereto (e.g., equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) to discontinue and/or return the terminated Third Party Content upon notice from Pitney Bowes; and (c) that Pitney Bowes shall have no further obligation with respect to such Third Party Content.

7.4. Export and Other Laws. Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Pitney Bowes, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and Pitney Bowes shall comply with all applicable laws and regulations relating to the Pitney Bowes Software and its use. In addition, certain United States Postal Service regulations and/or rules prohibit the transfer of certain software outside of the United States.

EXHIBIT A-1 SOFTWARE MAINTENANCE

1. Services Provided. Pitney Bowes shall provide the following maintenance support services for the Pitney Bowes Software licensed hereunder:

(a) **Error Correction.** Pitney Bowes shall attempt to correct documented errors in the Pitney Bowes Software. Errors must be reported to Pitney Bowes within a reasonable time and must be repeatable by Pitney Bowes. Pitney Bowes shall, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. Licensee shall provide Pitney Bowes with reasonable direct and/or remote access to Licensee's equipment, the Pitney Bowes Software and all relevant documentation and records, and shall provide such reasonable assistance as Pitney Bowes may request, including, but not limited to, providing sample output and other diagnostic information.

(b) **Updates.** Pitney Bowes shall provide Licensee, at no additional cost, error corrections, modification or minor enhancements (herein called "Updates") for the Software when such Updates are developed or published by Pitney Bowes and made generally available to other licensees of the Software. All Updates shall become part of the Software and shall be subject to the terms of this Agreement. Any new products developed or published by Pitney Bowes will be offered to Licensee at Pitney Bowes's then current rates. Determination of whether specific software programs are Updates or new products shall be made solely and exclusively by Pitney Bowes.

(c) **Telephone Support Service.** Pitney Bowes will provide telephone support service twenty-four (24) hours a day, seven (7) days a week, to discuss technical and operational issues pertaining to the Pitney Bowes Software.

2. Licensee Responsibilities.

(a) **Operation.** Licensee is responsible for properly managing and operating the Pitney Bowes Software.

(b) **Modifications by Licensee.** In no event shall Pitney Bowes be responsible to correct any errors or damages resulting from Licensee's unauthorized changes or modifications of the Pitney Bowes Software.

(c) **Uninstalled Updates.** Support services shall only be offered with the most current version of the Pitney Bowes Software. Pitney Bowes shall not be responsible for correcting any alleged error if the Licensee has failed to incorporate any Update, which has been made available by Pitney Bowes.

3. Charges for Maintenance and Support.

(a) Commencing on date of acceptance, Licensee shall pay to Pitney Bowes the software maintenance charges as provided in Exhibit D.

(b) If Licensee upgrades to a new release, i.e., major enhancements and/or new functionality of the programs licensed by Pitney Bowes, the software maintenance services provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

EXHIBIT A-2 LICENSES FOR THIRD PARTY APPLICATION SOFTWARE

The following terms apply if Licensee licenses certain third party Application Software hereunder.

A. Software provided by **Firstlogic, Inc.** and/or its successors and assigns is subject to the following additional terms and conditions:

Directories. Due to United States Postal Service regulations, Licensee, depending on which Licensed Product is being used, must use a current ZIP+4 directory (“Directory”) to operate the Licensed Software within the mail transport product. The Licensed Software will not operate without a current Directory which is compatible with the Licensed Software. Pitney Bowes, on behalf of Firstlogic and/or its successors and assigns, supplies updated Directories on an annual basis to Licensees for whom such service is subscribed and for whom the annual software maintenance fee set forth in the Master Agreement is timely paid. In order to continue receiving the Directory updates, the software maintenance must be renewed each year and another annual software maintenance fee paid to Pitney Bowes. During the term of this SLMA, Pitney Bowes will supply Directory updates to each Licensee for such periods for which the applicable Annual Subscription Fees are received by Pitney Bowes. **PAYMENT OF THE APPLICABLE ANNUAL SUBSCRIPTION FEES FOR EACH LICENSEE IS REQUIRED TO OPERATE THE LICENSED SOFTWARE WITHIN THE LICENSEE APPLICATION.**

Software provided by **Computech Corporation** and/or its successors and assigns is subject to the following additional terms and conditions:

Dongles. Computech Corporation reserves the right to include a deactivation device (“dongle”) in each copy of the CARS II Software. If included, the dongle will prevent the use of such CAR II Software until Computech furnishes the key which will activate the CARS II Software. Dongles are the property of Computech Corporation and are used to prevent unauthorized copying or use of the CARS II Software. Dongles may not be transferred between Licensee unless the corresponding software is transferred under the terms of this SLMA. Dongles remain the property of Computech and must be returned by Integrator to Computech upon expiration or termination of each Licensee account.

EXHIBIT B EQUIPMENT MAINTENANCE AGREEMENT

The following terms and conditions shall apply under this Equipment Maintenance Agreement (“EMA”):

1. **Maintenance and Repairs.** Contractor shall provide preventive maintenance, repair, and emergency repair services on the equipment. All parts (new or equivalent) required due to normal wear, lubricants and other materials needed to service your Equipment, except consumable supplies, are provided without additional charge. There will be no hourly charges for covered services during normal business hours (8:00 AM – 5:00 PM PST) unless Contractor performs services outside these hours, in which case Contractor may assess additional hourly charges.

Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting Contractor’s specifications, or service supplied by third parties are excluded.

Repair work will normally be done on County’s premises during County’s daytime business hours (8:00 AM – 5:00 PM PST), although Contractor can provide service outside those hours at an additional charge. If the equipment is under this or covered by Contractor warranty, and Contractor needs to take it back to Contractor’s facility, Contractor will be responsible for all transportation costs.

2. **Initial Installation.** Contractor shall be responsible for delivery, installation, and on-site acceptance testing of the equipment and all software. Contractor shall not be responsible for rigging.

3. **Product Operator Training.** Contractor shall provide on-site training for selected County personnel in the proper use and care of the equipment and software.

4. **On-Call Support (“Elections Coverage”)**

Contractor shall provide a toll-free phone number for service requests, and an adequate roster of qualified technicians at Contractor’s San Francisco Bay Area service center(s) to provide on-call support of both hardware and software, either remotely or on County’s site, for the block of hours specified in Exhibit D. The block of hours will be used for “wake up” and “hibernate” services, as well as service calls to replace parts due to wear and tear.

Services shall be allocated on an hourly basis, according to time of day: either during office hours (8:00 AM – 5:00 PM Pacific Standard Time, Monday through Friday); or outside office hours. Additional hours may be secured at additional cost in blocks of sixty (60) hours for office hours, or in blocks of fifty (50) hours for after hours service at the pricing described in Exhibit D, Annual Maintenance Fees. Unused hours in one service year will be rolled over to the next.

Contractor commits to providing on-site response within four (4) hours of the request and, at a minimum, to call back within 30-45 minutes. Contractor acknowledges it currently serves four

(4) Bay Area elections offices and is building its support resources to ensure it can meet their concurrent needs. County agrees to provide Contractor, at installation and each January, a list of regular elections in the coming year, and to timely notify Contractor of special elections.

EXHIBIT C
LEASE AGREEMENT

1. **TERM.** This Agreement shall commence on the date of delivery of the Product and shall continue until the earlier of: (i) termination at Contractor option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation, or (iii) the expiration of the initial rental term and County payment of all Total Payments and other sums due, and County fulfillment of all other obligations, under this Agreement.

2. **EQUIPMENT MAINTENANCE AGREEMENT (“EMA”).** If County selects Equipment Maintenance, Contractor shall provide, under the EMA, maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. Contractor may assess additional hourly charges for service performed outside normal business hours. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting our specifications, or service supplied by third parties are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.

3. **SOFT-GUARD AGREEMENT.** If County selects SOFT-GUARD, County subscribed to the SOFT-GUARD Rate Protection Plan with Contractor, and Contractor shall provide up to six (6) qualified PROM or Disk replacements (media) over a twelve (12) month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g. required new report formats, or geographical expansions), and (iii) all ZIP Code or zone changes. The following types of events are not covered by the SOFT-GUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers and (c) new PROMs or Disks (media) needed to establish a new home ZIP code due to a change in equipment location.

4. **SOFTWARE MAINTENANCE AGREEMENT (“SMA”).** If County selects Software Maintenance, Contractor shall provide, under the SMA, at no additional charge, toll free telephone technical assistance relating to software programs and updated versions, i.e., fixes and minor enhancements (excluding postal or carrier rate changes) of the licensed program. If County is renting addressing products, the SMA provides Addressing Software Update subscriptions covering quarterly national and state updates to the Pitney Bowes national address directory, as well as required periodic and/or random software updates needed to comply with changes of United States Postal Service regulations or databases.

5. **COMPUTATION OF TOTAL PAYMENT.** County shall pay each and every Period Payment for the entire initial rental term, subject to the Governing Body’s right not to appropriate. The amount of each Period Payment is based on the cost of the Product, inclusive of all related expenses (plus, at County’s request, any unpaid balances for amounts due and/or to become due from a previous Agreement less any product discount/allowance, plus amounts due for additional services selected by County, such as EMA, Soft-Guard Agreement, SMA, and Meter On Rental). Contractor may increase the Period Payment as a result of any imposition of, or increases in taxes, or applicable meter rental charges.

6. PURCHASE ORDER USE. County may use a Purchase Order to offer to obtain use of Product, provided however, if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supersede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein, and it shall not be effective except with respect to Product description, Product quantity, Initial Rental Term, Total Payments, Product location, and the request for the ancillary services.

7. INSURANCE. County hereby states that it is currently self-insured. Until County has made the final payment on the equipment, as provided in Exhibit D, County is responsible for equipment loss, damage or destruction from any cause, whether or not insured. County shall provide and maintain, at County's expense: (a) insurance or self insurance against equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to Contractor, and (b) public liability and property damage insurance naming Contractor as an additional insured. No equipment loss, theft or damage shall relieve County of its obligation to pay the Period Payments or any other obligation under this Agreement.

8. TAXES; NO LIENS. County shall pay or reimburse Contractor, as Contractor directs, for all charges and taxes incurred by Contractor which are based on or measured by this Agreement, the billing or receiving of Total Payments, documentation relating to this Agreement (including stamp taxes) and the sale, purchase, ownership, renting, value (including personal property type taxes), possession, or use of the Product, Meters, or software. County shall keep the Product, meters, and software free and clear of all liens and encumbrances. County's obligations under this Section shall commence upon Agreement execution and survive termination or cancellation of this Agreement.

9. DEFAULT. If County fails to pay when due any amount required, or fails to perform any other obligation under this Lease Agreement, provided that any such breach is not remedied within thirty (30) days of notice of default, Contractor may, at its option and without demand or notice, take one or any combination of the following actions: terminate this Agreement, take possession of the Product, declare the entire amount of all Total Payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by law or in equity. County will be responsible for all related damages and legal and other costs and expenses (including reasonable attorney's fees) incurred by Contractor in enforcing the provisions herein.

10. REPRESENTATIONS; MISCELLANEOUS. County represents and warrants that: (a) County is duly authorized to execute and deliver this Agreement and all procedures have been met so that this Agreement is legal, valid, binding and enforceable against County; and County shall not permit the Product to be used in a trade or business of any other person or entity; (b) County shall use the Product only in the manner specified in the manuals and instructions covering the Product and, at County expense, keep the Product in good repair, condition and working order; (c) County shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary, Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, and County hereby appoints Contractor as Agent of County for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and County is (and

shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. County acknowledges that this Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment County shall pay includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, County Period Payment shall be adjusted in an amount sufficient to maintain Contractor original after tax yield utilizing Contractor consolidated marginal tax rate, which adjusted Period Payments County agrees to pay as provided in this Agreement. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to County. No provision of this Agreement can be waived except by Contractor written consent. NEITHER PARTY MAY ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE PRODUCT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. Contractor shall not transfer or assign this Agreement, provided however; Contractor may have Pitney Bowes Global Financial Services service this Agreement for Contractor.

11. SECURITY AGREEMENT; PERSONAL PROPERTY. County hereby grants to Contractor, for the term of the lease, as the Secured Party, a security interest in the Product and all additions, attachments, accessions, and substitutions thereto and authorize Contractor to file a financing statement with respect to such security interest. The Product shall remain personalty and not realty.

12. OPTION. County shall have the option to return the Equipment (in the same condition as when delivered to County, reasonable wear and tear excepted) to Contractor at the end of the initial rental term and in consideration therefore, Contractor shall credit County's account in an amount equal to County's Final Payment. In order to exercise this option, County must notify Contractor prior to the due date of County's Final Payment and deliver the Product to Contractor on the due date of County's Final Payment.

13. SURRENDER. If County defaults, or terminates this Agreement by non-appropriation, County, at its expense, shall return all Product by delivering it to Contractor in the same condition as when delivered to County, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as Contractor may specify. Until the Product is returned as required above, all terms of this Agreement remain in effect including, without limitation, County's obligation to make payments relating to County's continued use of the Product and to insure the Product.

14. TRANSFER OF TITLE. Upon payment in full by County, Contractor shall transfer and deliver evidence of title in the equipment to County, and release any claim of security interest or other claim or lien against title.

EXHIBIT C-1
ADDENDUM TO LEASE AGREEMENT
PURCHASE OPTION

County shall have the option to purchase the equipment described in the Agreement upon the expiration of the initial lease term for \$1.00, plus applicable sales tax (and any other or additional tax applicable to such sale), if any; provided however that County shall not be in default under said lease in payment of rentals or otherwise. The option shall be deemed exercised automatically unless County gives Contractor written notice of its election to not exercise this option at least thirty (30) days prior to the expiration of the initial lease term.

At least thirty (30) days prior to the expiration of the initial lease term, Contractor shall issue to County an invoice for the purchase price (and applicable taxes, if any), and said invoice shall be due and payable by County in full within forty-five (45) days after expiration of the initial lease term. In default of receipt of such payment by Contractor, the option contained herein shall be deemed null and void, and as though such option had not been granted.

Upon receipt by the Contractor of the full purchase price, Contractor shall furnish County with a bill of sale warranting good title to the equipment excepting any impairment thereof by reason of any acts by the County or those making claim against the County. The bill of sale will also provide that the purchase shall be **“AS IS”, “WHERE IS” AND WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.**

Except as specifically provided herein, all the terms and conditions of said lease shall remain in full force and effect as provided therein.

**EXHIBIT D
PRICING AND PAYMENT SCHEDULE**

1. Period Payments

During the term of this Agreement, subject to the Governing Body’s right not to appropriate as provided in Section 6 of the Master Agreement, County shall make each and every Period Payment for Equipment, as provided hereto, until all Payments have been made (“Total Payments”). Each Period Payment is due annually. License and Maintenance fees shall not be part of the Lease Payment, and shall be invoiced separately. Contractor shall collect sales tax, as a separate line item on the invoice, on all charges.

Period Payments for Equipment shall be fixed for the full term of the Agreement. Period Payment rates for Software License and Maintenance and Equipment Maintenance fees shall be reviewed annually and shall be subject to adjustment in accordance with GSA rates. Contractor shall notify County in writing of any price increase not less than thirty (30) days prior to the renewal date. If canceled after the beginning of the renewal period, Pitney Bowes is not obligated to issue County a credit or refund for fees. In the event County notifies Contractor that it desires to have additional Products covered under this Agreement, adjustments will be made by mutual agreement.

2. Invoices and Payments

Contractor shall provide County with an itemized invoice for all charges (or for any *pro rata* portion thereof), as they become due according to the Payment Schedule, and County shall pay upon receipt. All payments hereunder shall be payable only to Contractor, to the remittance address shown on the invoice. Any invoice not paid within forty-five (45) days shall carry a late charge at the rate of 1.5% per month from the due date until paid in full.

PAYMENT SCHEDULE					
	PERIOD PAYMENT TYPE				
DUE DATE	Equipment	Software License & Maintenance	Equipment Maintenance	Purchase Option	Sales Tax
Upon System Acceptance (Fall 2007; renewable annually at adjustable GSA rate)		\$ 14,508.00 *	\$ 30,500.00 *		8.25%
7/1/08 & Anniversaries thru 2012 (60-month lease term, faxed annual payments)	\$ 117,691.39				8.25%
September 2012 * *				\$ 1.00	8.25%
* Subject to annual review and adjustment (see Section 1.) ** \$1.00 buyout at end of lease which allows for transfer of title.					

SAN MATEO COUNTY OLYMPUS II 24K RELIA-VOTE SYSTEM:					
BASE PRICES (if paid monthly)					
PCN	Description	Qty	GSA Price	Ext. Price	
EQUIPMENT (Base System PCN 1011257):		1	\$ 266,599	\$ 266,599	
SR8M	Olympus II Base Transport				
SRA7	24K Option Kit				
SR2S	RDS (Remote Diagnostic Server)				
SRHY	Standard Relia-Vote Reporting Package				
SRHX	Absentee Ballot Data Capture and Integration (includes CodX WABCR)				
SRLB	Local Image Archiving				
1006224-02	Site Server				
SR2R	Option: Selective Opener	1	\$ 16,775	\$ 16,775	
SR7S	Option: Double Detection	1	10,428	10,428	
SR04	Option: Pocket Sections (8 pockets per	4	11,788	47,152	
SRC6	Option: Image Date/Time Stamp Printer	1	16,231	16,231	
SRJ7	Option: Precinct Sort, Relia-Vote	1	14,508	14,508	
SR5M	Option: HP Hi-Speed Network Laser Printer	1	1,450	1,450	
SRJ8	Option: Mail Piece Size Verification & Thickness-based Double Document Detection	1	17,886	17,886	
SRG6	Option: Two-line LCD Display	4	1,514	6,056	
SRGH	Option: Eight (8) Standard Sorting Racks	4	1,496	5,984	
SR5L	Option: Set (2) of Tray Tag Printers	1	3,583	3,583	
SR5P	Option: Case of Standard Tray Tags	1	163	163	
SR5S	Option: Mail Justifier Station	1	1,269	1,269	
1011165	Option: Checkbox Detection (for spoiled	1	22,670	22,670	
SR5T	Installation (Incoming Sorter Solution)	1	18,136	18,136	
Z9RA	Professional Services: first election set up & project management (serviceworks)	1	20,000	20,000	\$ 468,890
ANNUAL LICENSE FEES: Not included in Lease Payment.			Commercial List Price	Ext. Price	
1011169	Annual License Fee, Relia-Vote - Required	1	\$ 14,508	14,508	
SR2V	Telephone Support Service (Helpdesk)	1	Included	0	\$ 14,508
ANNUAL MAINTENANCE FEES: Not included in Lease Payment.					
Parts	Relia-Vote Parts and Helpdesk:	1			
	Less than 500,000 mail pieces annually		13,000	13,000	
	500,000 to 1,500,000 mail pieces annually		18,000	0	
	More than 1,500,000 mail pieces annually		35,500	0	
Labor	On-Call Service: 8AM-5PM M-F (60 hrs)	1	7,500	7,500	
Labor	On-Call Service: After Hours (50 hrs; 2-day notice)	1	10,000	10,000	\$ 30,500
SUB-TOTAL:					\$ 513,898
SALES TAX (.0825):					\$ 42,396.59

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Document Messaging Technologies, a division of Pitney Bowes Inc.	Phone:	203-739-2485
Contact Person:	President	Fax:	203-739-2496
Address:	37 Executive Drive, Danbury, CT 06810		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- X Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

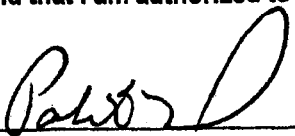
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- X No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- X Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

8/24/2007

Date

Patrick Brand

Name

President, Document Factory Solutions

Title

CONTRACT INSURANCE APPROVAL

DATE: August 27, 2007
TO: Faiza Steele FAX: 363-4864 PONY: HRD 163
FROM: Assessor-County Clerk-Recorder (Elections Division), Attn: Kate Bach
PHONE: 5318 FAX: 5348 PONY: ELC309

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Document Messaging Technologies, a division of Pitney Bowes, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?
Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:
Multi-national corporation

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:
This is a five-year lease-purchase of a mail sorter system, including hardware, software, and support services, including installation and training.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
Faiza Steele
Risk Management Analyst

8/29/07
Date

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002360093-21

PRODUCER
MARSH USA Inc.
601 MERRITT 7
NORWALK, CT 06856-0770
FAX: 203-229-6885
PITNEYBOWES.CERTREQUEST@MARSH.COM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ACE AMERICAN INSURANCE COMPANY
- COMPANY
B INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
- COMPANY
C
- COMPANY
D

303700-ALL-CAS-07-08 PITNE

INSURED
PITNEY BOWES INC.
WORLD HEADQUARTERS
ONE ELMCROFT ROAD
STAMFORD, CT 06926-0700

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 12

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/> <input type="checkbox"/>	HDO G23730911	07/01/07	07/01/08	GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS - COMP/OP AGG \$ 4,000,000
					PERSONAL & ADV INJURY \$ 2,000,000
					EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SELF-INSURED FOR PHYSICAL DAMAGE	ISA H08236768	07/01/07	07/01/08	COMBINED SINGLE LIMIT \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/>				EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLR C44470421 (AOS)	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		SCF C44470731 (WI)	07/01/07	07/01/08	EL EACH ACCIDENT \$ 2,000,000
		WLR C44470779 (CA)	07/01/07	07/01/08	EL DISEASE-POLICY LIMIT \$ 2,000,000
					EL DISEASE-EACH EMPLOYEE \$ 2,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
EVIDENCE OF COVERAGE ONLY

CERTIFICATE HOLDER

PITNEY BOWES INC.
WORLD HEADQUARTERS
ONE ELMCROFT ROAD
STAMFORD, CT 06902

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Nancy Kalbfell *Nancy Kalbfell*

MM1(3/02)

VALID AS OF: 06/28/07

CERTIFICATE OF INSURANCE

Certificate Number 993001

Issue Date June 15, 2006

PRODUCER Marsh USA Inc. 601 Merritt 7 Norwalk, CT 06856	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	COMPANIES AFFORDING COVERAGE	
INSURED Pitney Bowes Inc. and Its Subsidiaries Worldwide Headquarters One Elmcroft Road Stamford, CT 06926	Company A Letter	Illinois Union Insurance Company
	Company B Letter	
	Company C Letter	
	Company D Letter	
	Company E Letter	

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	Limits (IN THOUSANDS)	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURENCES <input type="checkbox"/> OWNERS' & CONTRACTOR'S PROTECTION <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BROAD FORM VENDORS				GENERAL AGGREGATE	\$
					PRODUCTS/COMP/OP S. AGG.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FREE DAMAGE (Any one fire)	\$
					Medical Expense (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY				STATUTORY LIMIT	\$
					EACH ACCIDENT	\$
					DISEASE — POLICY LIMIT	\$
					DISEASE — EACH EMPLOYEE	\$
A	OTHER Professional liability	EON G2166330A 003	3/16/06	3/16/07	\$5,000,000	In the Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Evidence of Insurance

CERTIFICATE HOLDER Pitney Bowes Inc. and Its Subsidiaries Worldwide Headquarters One Elmcroft Road Stamford, CT 06926	CANCELLATION SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVORE TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENT OR REPRESENTATIVES, OR THE ISSUER OF THE CERTIFICATE.
	Marsh USA Inc. BY: <i>Omar A. Pina</i>

PRODUCER
Aon Risk Services, Inc. of Connecticut
1700 East Putnam Avenue
Old Greenwich CT 06870 USA

PHONE-(866) 266-7475 FAX- (866) 467-7847

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A ACE American Insurance Company

INSURED
Pitney Bowes Inc.
Pitney Bowes Contact: Alea Kennedy
1 Elmcroft Road
Mail Stop 61-07
Stamford CT 06926 USA

COMPANY B

COMPANY C

COMPANY D

Holder Identifier :

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				BUILDING PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	
	<input type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER					
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime Coverage	DON G21635546 005 Crime Coverage	03/16/06	03/16/07	<input checked="" type="checkbox"/> Aggregate	\$5,000,000
	<input type="checkbox"/> BOILER & MACHINERY					
	<input type="checkbox"/> OTHER					

Certificate Number : 570018228476

Certificate Number :

LOCATION OF PREMISES \ DESCRIPTION OF PROPERTY

Evidence of coverage only.

SPECIAL CONDITIONS / OTHER COVERAGES

CERTIFICATE HOLDER

Pitney Bowes Inc
1 Elmcroft Road
Stamford CT 06926-0700 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc., of Connecticut*

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER Aon Risk Services, Inc. of Connecticut 1700 East Putnam Avenue Old Greenwich CT 06870 USA FAX - (866) 467-7847		PHONE (A/C, NO, Ext): (866) 266-7475	COMPANY FM Insurance Co. Ltd.	
CODE:	SUB CODE:			
AGENCY CUSTOMER ID # 10029472		LOAN NUMBER	POLICY NUMBER LE435	
INSURED Pitney Bowes Inc. Pitney Bowes Contact: Alea Kennedy 1 Elmcroft Road Mail Stop 61-07 Stamford CT 06926 USA,		EFFECTIVE DATE 05/01/06	EXPIRATION DATE 05/01/07	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Evidence of Coverage.

COVERAGE INFORMATION		
COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage Blkt Real & Personal	\$ 1,000,000	\$ 250,000

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST		MORTGAGEE		ADDITIONAL INSURED	
NAME AND ADDRESS		LOSS PAYEE			
Pitney Bowes Inc. 1 Elmcroft Road Stamford CT 05815-0700 USA					
LOAN #					
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc, of Connecticut</i>					

Holder Identifier :
Certificate No : 570018930342





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2007

PRODUCER BROOKE AGENCY SERVICES CO., LLC 2151 PROFESSIONAL DRIVE #105 ROSEVILLE CA 95661	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED SAN MATEO COUNTY 455 COUNTY CENTER, 5TH FL. REDWOOD CITY, CA 94063-1664	INSURER A: INS CO OF THE STATE OF PENNSYLVANIA	
	INSURER B: LEXINGTON INSURANCE COMPANY	
	INSURER C: ACE AMERICAN INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PUBLIC ENTITY <input checked="" type="checkbox"/> ERRORS/OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	4890814 EXCESS OF \$300,000/500,000 SIR	5/22/07	5/22/08	EACH OCCURRENCE \$ 4,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 4,750,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 4,750,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4890814 EXCESS OF \$300,000/500,000 SIR	5/22/07	5/22/08	COMBINED SINGLE LIMIT (Ea accident) \$ 4,750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	6501989	5/22/07	5/22/08	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCU C44639920 EXCESS OF \$1,000,000 SIR	5/22/07	5/22/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

EVIDENCE OF INSURANCE PURPOSES ONLY.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE CECIL JACK
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

County Counsel Review Form

Date: August 24, 2007
 To: Eugene Whitlock, Deputy County Counsel
 From: Kate Bach, Elections Office (Ext. 5318, Fax 312-5348)
 Subject: Agreement Review and Approval

Contractor: Document Messaging Technologies, a division of Pitney Bowes, Inc.

Maximum Amount: \$

Rate of Payment: Equipment Lease: annual, fixed at \$117,691.39;
 License & Maintenance: annual, adjustable, beginning at \$45,008.

No changes on the standard agreement form

The following sections have been changed on the "standard" agreement:

<i>Section No. & Title</i>	<i>Approved As Is [For County Counsel Use Only]</i>	<i>Modifications Required [For County Counsel Use Only]</i>
10-Limitation on Liability	<i>[Signature]</i>	
8-Hold Harmless	<i>[Signature]</i>	
9-Warranty & Indemnity re Intellectual Property Rights	<i>[Signature]</i>	

Modifications (Please specify modifications to be made below. Use additional paper if needed):

- (10) Accepted Contractor's limitation to, subject to full indemnity for breach of warranty of Intellectual Property Rights and hold harmless provisions
- (8) Restructured the clauses, to improve clarity
- (9) "Affiliates" are deleted from "County Defendants" group

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described

[Signature]

 Signature

8-27-07

 Date