#### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



(ID # 23087)

**MEETING DATE:** 

REGISTRAR OF VOTERS:

Tuesday, October 03, 2023

SUBJECT: REGISTRAR OF VOTERS: Ratify and approve the Personal Services Agreement for Official Ballot Printing & Mailing Services with Pro Document Solutions, Inc dba PROVOTESOLUTIONS for five (5) years, through December 31, 2028, All Districts. [\$3,000,000 annually, up to \$300,000 in additional compensation per fiscal year, 38% General Fund, 62% State Reimbursement & Local Jurisdiction Reimbursement]

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Ratify and Approve the Personal Services Agreement with Pro Document Solutions, Inc. dba PROVOTESOLUTIONS for official ballot printing & mailing services for an amount not to exceed \$3,000,000 annually, for a total aggregate amount not to exceed \$15,000,000 for five years through December 31, 2028, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, a) to sign amendments that stay within the intent of the Agreement, and b) to increase the compensation not to exceed 10% of each contract aggregate for optional future expenses for the term of the Agreement; and
- 3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Registrar of Voters for distribution.

**ACTION:Policy** 

FROM:

9/20/2023 Juan C. Ferez, Chief Operating Officer

9/29/2023

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent:

None

Date: XC:

October 3, 2023

Registrar of Voters

Kimberty A. Rector

Clerk of the Board

#### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Curr	ent Fiscal Year:	N	ext Fiscal Year:	То	tal Cost:	Ongoir	ng Cost
COST	\$	3,000,000	\$	3,000,000	\$	5 15,000,000	\$	0
NET COUNTY COST	\$	1,140,000	\$	1,140,000	\$	5,700,000	\$	0
SOURCE OF FUNDS: 38% General Fund, 62% State Reimbursement & Local Jurisdiction Reimbursement						Budget Adju	stment:	No
				For Fiscal Ye	ar: 23/2	4 – 28/29		

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary**

The Registrar of Voters' mission is to ensure the electoral process is conducted professionally, consistently demonstrating neutrality and non-partisan decision-making, based upon a thorough knowledge of and compliance with all election laws by administering them timely, responsively and with integrity on behalf of those we serve.

To further the above mission, the Registrar of Voters is requesting ratification and approval of award to Pro Document Solutions, Inc. dba PROVOTESOLUTIONS for official ballot printing & mailing services. This Agreement will provide for the timely creation and distribution of local election materials for the upcoming November 2023 election cycle, and election cycles for the next 5 years, and ensure that the County of Riverside Registrar of Voters is in compliance with state, county, and local election code.

#### Impact on Residents and Businesses

The aforementioned services will allow for the Registrar of Voters to continue to meet the needs of our growing County voting population in accordance with election codes.

#### Contract History and Price Reasonableness

On June 16, 2023, the Purchasing Department, on behalf of Registrar of Voters, published a Request for Proposal (RFP), RVARC-1705 for Official Ballot Printing & Mailing Services. Services were scheduled for new competitive solicitation to be held during 2022/2023, as the prior evaluation process was conducted in 2017/2018. The purpose of a Request for Proposal is to evaluate and obtain the best value for the County. The County Purchasing Policy Manual defines Best Value as "The expected outcome of an acquisition that, in the County's estimation, provides the greatest overall benefit in response to the requirement."

The solicitation was restricted, as only vendors listed on the most current version (January 2023) of the "Approved Ballot Print Vendors for Use in California" as published by the California Secretary of State are authorized to provide this service. Prior to release, Purchasing reached out to all Secretary of State qualified vendors to solicit both registration in Public Purchase and participation in the restricted, invite-only bid. In response, four vendors attended the pre-bid

#### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

meeting, with three of those vendors ultimately submitting proposals for evaluation and consideration.

Proposals were evaluated by a six-person evaluation committee, consisting of County ROV and Executive Office staff, and an outside subject matter expert from another public agency, evaluating the technical capabilities to perform the requirements of the solicited services (60% of the total score) and the proposed costs to perform the requirements of the solicitated services (40% of the total score). The solicitation process is administered by the Purchasing Agent's delegated and authorized staff (Procurement Contract Specialist).

The evaluation process concluded with the highest score and recommendation for award to Pro Document Solutions, Inc dba PROVOTESOLUTIONS (ProVote). In addition to having the overall highest combined score and meeting all stated solicitation requirements, ProVote's price was the lowest cost, which is not a requirement for award of an RFP. Ballot printing costs as compared to the previous contract awarded in 2018, are determined to be fair and reasonable given the global material and labor cost increases experienced in many sectors of the market.

#### **Previous Award and Incumbent Summary**

Runbeck Election Services competed in a Request for Quote (RFQ) process and was awarded the previous contract for official ballot and mailing services to run from March 1, 2018 – February 28, 2022. The contract was later amended to extend the contract an additional year to June 30, 2023, and to align with the end of the County's fiscal year. A gap amendment to extend services with Runbeck up to June 30, 2024, unless terminated earlier, was approved via BOS Item No. 3.71 (6/27/23). This was put in place to eliminate any gap in services should the solicitation not be completed in time for an upcoming election. Runbeck was advised that the amendment would provide no guarantee of service need or minimum order and understood an RFP was underway.

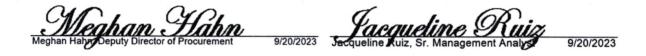
#### **Protest Summary**

County Purchasing & Fleet Services received an initial protest award from Runbeck Election Services, Inc. on August 31, 2023. The initial protest and related solicitation documents were reviewed and a response denying the protest was issued on September 21, 2023. Runbeck submitted an appeal to the County's protest decision on September 28, 2023. A review of the solicitation, initial protest response from the County, and the appeal submitted by Runbeck was conducted. The County issued a letter upholding the initial protest decision on September 29, 2023. It is proposed that it is within the best interest of the County to continue with the recommended award to ProVote due to the priority need of these services and the lead time required to meet obligations for the upcoming November 2023 elections.

#### **ATTACHMENTS:**

Attachment A – Personal Services Agreement with Pro Document Solutions, Inc. dba PROVOTESOLUTIONS

## SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



Kristine Bell-Valdez, Supervising Deputy County County 9/20/2023

Aaron Gettis, Deputy County County 9/20/2023

#### PERSONAL SERVICE AGREEMENT

for

#### OFFICIAL BALLOT PRINTING & MAILING SERVICES

between

#### **COUNTY OF RIVERSIDE**

and

## PRO DOCUMENT SOLUTIONS, INC dba PROVOTESOLUTIONS



RFP# RVARC-1705 Form #116-310 – Dated: 3/21/2019 Page 1 of 36

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This Agreement, made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2023, by and between PRO DOCUMENT SOLUTIONS, INC, dba PROVOTESOLUTIONS, a State of California C-Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

#### 1. Description of Services

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and to the Agreement.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- **1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

#### 2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

#### 3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three million dollars (\$3,000,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- 3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

## County of Riverside Registrar of Voters

2720 Gateway Drive, Riverside, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-450); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- 3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### 4. Alteration or Changes to the Agreement

- **4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### 5. Termination

- **5.1**. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- **5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
  - **5.3** After receipt of the notice of termination, CONTRACTOR shall:
    - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
    - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

- 5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### 6. Ownership/Use of Contract Materials and Products

6.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

#### 7. Conduct of Contractor

- 7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

#### 8. Inspection of Service; Quality Control/Assurance

- 8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

#### 9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### 10. Subcontract for Work or Services

10.1 No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### 11. Disputes

- 11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

#### 12. Licensing and Permits

12.1 CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

#### 13. Use By Other Political Entities

13.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit of similar size and with similar volume of ballots. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

#### 14. Non-Discrimination

14.1 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

#### 15. Records and Documents

15.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

#### 16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

#### 17. Administration/Contract Liaison

17.1 The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

#### 18. Notices

18.1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

CONTRACTOR

COUNTY OF RIVERSIDE	CONTRACTOR
REGISTRAR OF VOTERS	PROVOTESOLUTIONS
2720 GATEWAY DRIVE	1760 COMMERCE WAY
RIVERSIDE, CA 92507	PASO ROBLES, CA 93446

#### 19. Force Majeure

19.1 If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

#### 20. EDD Reporting Requirements

20.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

#### 21. Hold Harmless/Indemnification

- 21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- 21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

#### 22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

#### A. Workers' Compensation (*Rating of A-XI Acceptable*):

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

#### **B.** Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

#### C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds

**E. Cyber Liability**: Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Policy shall name the COUNTY as Additional Insureds.

#### F. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured

retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- 7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self insurance acceptable to the COUNTY.
- 9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement 23.

#### 23. General:

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
- 23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic

signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE,** a political subdivision of the State of California

By:

Kevin Jeffries

Chair of the Board of Supervisors Riverside County Board of Supervisors

Dated:

ATTEST:

Kimberly A. Rector Clerk of the Board

By:\_\_\_

APPROVED AS TO FORM:

Minh C. Tran County Counsel

Kristine Bell-Valdez

Deputy County Counsel

PRO DOCUMENT SOLUTIONS, INC dba PROVOTESOLUTIONS

Name: Paul Mantey
Title: President

Dated: 9/20/2023

#### EXHIBIT A SCOPE OF SERVICE

#### 1.0 TECHNICAL REQUIREMENTS FOR BALLOT PRINTING:

Print ballots for the Dominion Democracy Suite 5.10A voting system under the rules and guidelines established by the California Secretary of State for the primary, general and special elections in FY 2023 and thereafter. The types of ballots to be printed include:

a. Folded Vote by Mail ballots

@ 1,400,000/countywide election

b. Test ballots

@ 100 per ballot type

c. Counter ballots

@ 1% of each ballot type

- 1.1 Ballots will be printed on 80# (eighty-pound) Index Stock.
- 1.2 Each category of ballot will be clearly labeled (printed) on the face of the ballot.
- 1.3 The Registrar will provide electronic ballot images for each ballot face and type not later than two weeks prior to the scheduled mailing of the Vote by Mail ballots. An electronic ballot order will also be provided at the same time. These files will be transmitted electronically to the printer. Pre-press sign-off procedures will be agreed to be based upon the location of the printer. The VENDOR shall provide scores that are needed for size of the ballot.
- 1.4 Timelines, and delivery dates will be agreed to at least 80 to 120 days prior to an election. The CONTRACTOR will designate an account manager to be the single point of contact with the COUNTY.
- 1.5 Vote by Mail ballot packets will be created, assembled, prepared for postal zip code plus four sequential mailing digits and put into the USPS mail stream on dates specified by the County.
- 1.6 Creation of the Vote by Mail packets includes:

Receiving and processing the Vote by Mail voter file(s) provided by the COUNTY via electronic means.

Certifying addresses, sorting out special classes of voters (i.e., military, overseas or out-of-state voters) and qualifying the mailing for the most economical mailing costs.

Creating and ink-jetting the return envelope with all required information to include:

- 1) Voter's Name and Address
- 2) Post net barcode
- 3) Voter ID barcode
- 4) Election, precinct and ballot information determined by the Registrar.

- 1.7 Assembly of the ballot packets consists of inserting the return envelope, the correct ballot and any other ballot material into a mailing envelope. The mailing envelope will be a windowed envelope. The mailing and return envelopes and all ballot material will be provided by the successful CONTRACTOR.
- 1.8 The Contractor's Account Manager using quality control measures will ensure a 100% accurate assembly of the ballot packets. Control measures will be in place to ensure that the correct ballots are issued, only one ballot is placed in each packet, that ballots are not omitted in any packet and that the packets are correctly grouped by category and mailing status. Representatives of the COUNTY may be present during the assembly process to ensure that the measures are in place and being followed. Travel and lodging expenses for the Registrar of Voters or other COUNTY employees will be the responsibility of the COUNTY.
- 1.9 The assembly process will not exceed five (5) business days, excluding County holidays, unless approved by the Registrar.
- 1.10 Ballot packets with qualified addresses will be mailed at non-profit automated rate. Military and overseas ballot packets will be mailed using the federal frank provided by law and Domestic Mail Manual (DMM). Non-qualified and other selected packets may be designated to be mailed first class.
- 1.11 Test ballots must be produced utilizing the same paper stock and on the same equipment as other ballots.

#### 2.0 PACKAGING

- 2.1 All ballots are to be placed in boxes in serial number order.
- 2.2 A detailed packing slip must be included in each shipment.
- 2.3 Standard size boxes should be used and clearly labeled with content information.
- 2.4 Boxes are to be palletized in ballot type order with the highest ballot type on the bottom of the pallet.
- 2.5 Presidential Primary ballots shall be packed in order of the party with the largest registration first to smallest registration last.
- 2.6 Labels shall be faced out for easy identification. Additional packaging and labeling instructions may be included with each order.

#### 3.0 DELIVERY

The CONTRACTOR shall agree to delivery of ballots in accordance with the following Ballot Delivery Schedule provided by the County:

3.1	TIMELINE	Work to be completed
	E-50	Image and Data Delivery to the Contractor
	E-42	Test ballots to COUNTY
	E-35	Counter Ballots to COUNTY
	E-29	Completed/Inserted packets delivered to U.S. Postal
		Service

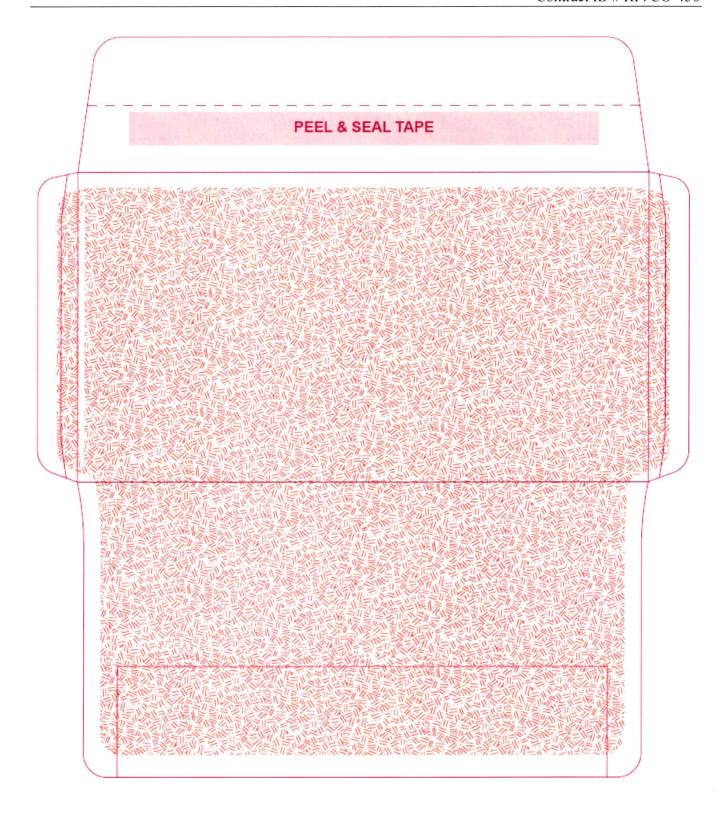
- 3.2 Ground transportation should be considered the normal method of delivery for the purpose of calculating bid pricing. If the CONTRACTOR chooses to ship via air transportation either as a matter of choice or in order to meet delivery deadlines, it shall be at no additional cost to the COUNTY as compared to what it would have cost via ground transportation.
- 3.3 In the event of an emergency supplemental ballot order, or if it is determined that the COUNTY is responsible for a delay which would cause the CONTRACTOR to be unable to meet delivery deadlines by normal ground transportation, the COUNTY may authorize the use of air transportation. Charges for such air transportation would reflect the difference between ground shipment and airfreight charges incurred. Authorization will be by phone and confirmed in writing by the County.
- 3.4 Include a comprehensive ballot inventory of each delivery.
- 3.5 Electronic official ballots are to be made to the COUNTY in soft copies for purpose of County approval prior to final production activities. Official ballot faces are to be sent to the COUNTY for final approval no later than fifty (50) days prior to the election (E-50).

#### 4.0 INSPECTION AND ACCEPTANCE

4.1 All items are subject to final inspection and acceptance by the COUNTY. Final inspection and acceptance shall be made within a reasonable time after delivery. The CONTRACTOR must provide a delivery slip detailing the specific quantities shipped including the quantity and type of ballots, number of packing cartons and number of pallets. All quantities rejected must be replaced by the CONTRACTOR at no cost to the COUNTY. Replacement is to begin within 24 hours and to be completed within 48 hours of notification by the COUNTY.

## EXHIBIT A – ATTACHMENT A SAMPLE ENVELOPE AND VOTING INSTRUCTIONS

	oting Twice Constitutes	a Felony / ADVE	RTENCIA: Votar Dos Votar donly by election officials at	eces Constituy	e un Delito Grave
	contiene una boleta votada la cu st 18 years of age. (2.) I am a citize ss listed below. (4.) I am a registe ted previously in this election either	ual sõlo puede ser abierta	por los funcionarios electorale Yo declaro que: (1.) Tengo pi los Estados Unidos. (3.) Residinscrito en el Condado de F elección ni con una boleta de l	s en la Oficina de Elec or lo menos 18 años de lo en la dirección indic liverside. (5.) No he v	ciones Central. edad. (2.) Soy ciudadano de ada abajo. (4.) Soy un votante otado anteriormente en esta
	of perjury that the declaration perjurio que las declaracione				
PRINTED NAME / NO	MBRE EN LETRA DE MOLDE		SIGNATURE / FIRMA		DATE / FECHA
	ADDRESS / DOMICILIO ACTUAL	- HAGE GITT AND STATE //	UGAR DE NACIMIENTO (CIUDAD Y  CITY/ CIUDAD STATE/ESTA		CA IOM / NOM. DE ID DE CALIF.
PREVIOUS RESIDENCE A	ADDRESS / DOMICILIO ANTERIOR	19.00	CITY/CIUDAD STATE/ESTA	DO	MP CODE / CODIGO POSTAL
Precinct: Ballot Type:			Affidavit #		
Reference #: Party			Assigned V.P.#	Ballot Type	
					biod reano
					Other
					OV Browision at Vo
		NOLES:			REASON FOR USIN



#### VOTING INSTRUCTIONS

# RIVERSIDE COUNTY REGISTRAR OF VOTERS CONSOLIDATED GENERAL ELECTION NOVEMBER 8, 2022

The enclosed ballot is your OFFICIAL BALLOT for this election.

Your voted ballot must be in the possession of the Registrar of Voters office no later than 8:00 p.m. on Election Day, November 8, 2022 or be postmarked on or before Election Day and received no later than seven days after Election Day to be counted.

- 1. Use a black ink pen or marker. DO NOT use red ink.
  - To vote for a candidate whose name appears on the ballot, completely fill in the oval next to the name of the candidate for whom you wish to vote.
  - b. To vote for a qualified write-in candidate, print the candidate's name in the space provided below the candidates listed for the same office and completely fill in the oval next to the name you have written in.
  - c. To vote for or against a measure, completely fill in the oval next to the word YES or NO for that measure.
  - d. Completely filling in the oval is preferred. Vote for no more than the number of votes allowed in each contest (e.g. vote for one, vote for no more than two, etc.). (Important! If you do not completely fill in the oval, your vote will not be counted.)
- Remove the top stub and place the voted ballot card(s) in the return envelope provided. Please keep the ballot folded the same way as you received it
  - a. Sign your name and print your address where indicated. If you fail to sign the envelope your vote cannot be counted; and
  - b. Seal the envelope.
- 3. Return your ballot:
  - a. By mail:
    - A postage-paid envelope is provided to conveniently return your ballot by mail. Voters residing outside of the territorial limits of the United States must add postage appropriate for their current location.
  - n In nercon to
    - The Registrar of Voters office during regular business hours and until close of polls on Election Day. For your convenience the Registrar's office has a locked drop box at its entry for ballot drop off 24 hours a day.
    - Ballot Drop-off locations or any Vote Center. Please visit our website at <u>www.voteinfo.net</u> for a list of Vote Centers and Ballot Drop-off locations throughout the county.
    - . Any Vote Center, or Ballot Drop-off location within the state no later than the close of the polls on Election Day.
  - c. You may verify that the Registrar of Voters has received your voted ballot by checking the return status online at www.voteinfo.net.

#### IMPORTANT INFORMATION

- UNABLE TO RETURN YOUR BALLOT PERSONALLY? State law allows you to authorize any individual to return your Vote-by-Mail ballot, as long as the authorized person does not receive any form of compensation based on the number of ballots returned. Have your designated representative complete the authorization statement on the enclosed return envelope.
- SPOILED YOUR BALLOT? Place the ballot card(s) in the enclosed return envelope, place a check mark in the spoiled box on the return envelope
  and return it to our office. A new ballot will be sent to you if there is sufficient time to do so. If there is not sufficient time to return your ballot and
  receive another by mail, you may return your ballot personally to the Registrar of Voters office or call for further instructions at (951) 486-7200 or
  (800) 773-8683
- ACCESSIBLE VOTING UNIT. An Accessible Voting Unit is available at the Registrar of Voters office and Vote Centers.
- REGISTRATION DEADLINE. The registration deadline to vote for this election is October 24, 2022.

#### HOW TO MARK YOUR OFFICIAL PAPER BALLOT

- Completely fill in the oval next to your choice, like the example provided.
   Check both front and back of ballot for voting contests.
- · Use a black ink pen or marker. Do not use red ink.
- · Completely filling in the oval is preferred.
- Vote for no more than the number of votes allowed in each contest (e.g., vote for one, vote for no more than two, etc.).
- · Please keep the ballot folded the same way as you received it.

## TO MARK YOUR VOTE FILL IN THE OVAL



VOTEIII

Vote First, Count First! Vote-by-Mail ballots received before Election Day are counted first. Return your ballot as soon as possible to ensure that it is included in the first Election Night results!

For a demonstration on marking your ballot visit www.voteinfo.net

PARA ESPAÑOL, VEA EL OTRO LADO

33-Instructions-F

RFP# RVARC-1705 Page 26 of 36

#### INSTRUCCIONES PARA VOTAR

#### CONDADO DE RIVERSIDE REGISTRO DE VOTANTES ELECCIÓN GENERAL CONSOLIDADA 8 DE NOVIEMBRE DE 2022

La boleta adjunta es su BOLETA OFICIAL para esta elección.

Su boleta votada debe estar en posesión de la oficina del Registro de Votantes a más tardar a las 8:00 p.m. el Día de Elección, 8 de noviembre de 2022 o tener el sello postal en o antes del Día de Elección y ser recibida a más tardar siete días después del Día de Elección para ser contada.

- 1. Use un bolígrafo o marcador de tinta negra. NO use tinta roja.
  - Para votar por un candidato cuyo nombre aparezca en la boleta, rellene completamente el óvalo junto al nombre del candidato por quien desea votar.
  - b. Para votar por un candidato calificado cuyo nombre no aparezca en la boleta, escriba el nombre del candidato con letra de molde en el espacio provisto debajo de la lista de candidatos para ese mismo cargo y rellene completamente el óvalo junto al nombre que escribió.
  - Para votar a favor o en contra de una medida, rellene completamente el óvalo junto a la palabra SÍ o NO para esa medida.
  - d. Se prefiere que rellene completamente el óvalo. Vote solamente por la cantidad de candidatos permitidos en cada contienda (es decir, vote por uno, vote por no más de dos, etc.). (importante! Si no rellena completamente el óvalo, no se contará su voto.)
- Retire el talón superior y coloque las tarjetas de la boleta votadas en el sobre de devolución proporcionado. Por favor mantenga la boleta doblada de la misma manera tal como la recibió.
  - a. Firme su nombre y escriba su dirección donde se indica, con letra de molde. Si no firma el sobre no se puede contar su voto; y
  - b. Selle el sobre.
- 3. Devuelva su boleta:
  - a. Por correo:
    - Se incluye un sobre con porte pagado para devolver su boleta por correo. Los votantes que vivan fuera de los límites territoriales de los Estados Unidos deben agregar el porte que corresponda a su ubicación actual.
  - b. En persona a:
    - La oficina del Registro de Votantes durante el horario normal de trabajo y hasta que cierren las casillas el Día de Elección. Para su comodidad, en la entrada de la oficina del Registro encontrará un buzón cerrado con llave donde puede entregar su boleta las 24 horas del día.
    - Uno de los lugares para Entregar Boletas o en cualquier Centro de Votación. Por favor visite nuestro sitio web en <u>www.voteinfo.net</u> para obtener una lista de los Centros de Votación y lugares para Entregar Boletas en todo el condado.
    - · Cualquier Centro de Votación o lugar para Entregar Boletas dentro del estado antes del cierre de las casillas el Día de Elección.
  - c. Puede verificar en línea si el Registro de Votantes ha recibido su boleta votada en www.voteinfo.net.

#### INFORMACIÓN IMPORTANTE

- ¿NO PUEDE DEVOLVER SU BOLETA EN PERSONA? La ley estatal permite que cualquier individuo puede devolver su boleta de Votación por Correo, siempre que la persona autorizada no reciba ninguna forma de compensación basada en el número de boletas devueltas. Su representante designado debe llenar la declaración de autorización en el sobre de devolución adjunto.
- ¿ECHÓ A PERDER SU BOLETA? Coloque las tarjetas de la boleta en el sobre de devolución adjunto, haga una marca en la casilla correspondiente en el sobre de devolución y regréselo a nuestra oficina. Se le enviará una boleta nueva, si hay tiempo suficiente para hacerlo.
   Si no hay tiempo suficiente para devolver su boleta y recibir otra por correo, puede devolverla personalmente a la oficina del Registro de Votantes o llamar para recibir instrucciones adicionales al (951) 486-7200 o al (800) 773-8683.
- UNIDAD DE VOTACIÓN ACCESIBLE. Una Unidad de Votación Accesible está disponible en la oficina del Registro de Votantes y Centros de Votación
- FECHA LÍMITE DE INSCRIPCIÓN. La fecha limite de inscripción para votar en esta elección es el 24 de octubre de 2022.

#### CÓMO MARCAR SU BOLETA OFICIAL IMPRESA

- Rellene completamente el óvalo junto a su selección, como en el ejemplo provisto. También revise el frente y el reverso de la boleta para ver las contiendas de votación
- Use un boligrafo o marcador de tinta negra. No use tinta roja.
- · Se prefiere que rellene completamente el óvalo.
- Vote solamente por el número de votos permitidos en cada contienda (es decir, vote por uno, vote por no más de dos, etc.).
- Por favor mantenga la boleta doblada de la misma manera tal como la recibió.

## PARA MARCAR SU VOTO RELLENE EL ÓVALO



iiiVOTE!!!

¡Vote Primero, Sea Contado Primero! Las boletas de Votación por Correo recibidas antes del Día de Elección se cuentan primero. ¡Devuelva su boleta tan pronto como sea posible para asegurar que se incluya en los primeros resultados la Noche de Elección!

Para una demostración sobre como marcar su boleta visite www.voteinfo.net.

FOR ENGLISH, SEE OTHER SIDE

33-Instrucciones-B



County of Riverside Registrar of Voters 2724 Gateway Drive Riverside, CA 92507

RETURN SERVICE REQUESTED

### Vote by Mail Official Ballot

Boleta Oficial de Votación por Correo



Window: 1-1/2" x 5" 1" left, 2-15/16" bottom

OUT-NO (9922)

#### Your Official Ballot / Su Boleta Oficial

#### Contact information Información de contacto



Riverside County Registrar of Voters 2724 Gateway Drive Riverside, CA 92507

Open Monday through Friday, 8am to 5pm Abierto de lunes a viernes, 8am a 5pm



www.voteinfo.net



rovweb@rivco.org



Information in English: 951-486-7200 Información en Español: 951-486-7200



Fax: 951-486-7272



California Relay Service (Dial 711)

How to return your ballot / Cómo devolver su boleta



Vote by Mail

Mail your ballot so that it is postmarked by Election Day and received no later than seven days after Election Day.



Envie por correo su boleta para que se incluya el sello postal el Día de Elección y sea recibida a más tardar siete días después del Día de Elección.



Drop Box

Drop off your ballot at a secure drop box — no postage required.

Buzón de Entrega

Entregue su boleta electoral en un buzón seguro — no se requiere franqueo.

Window: 2-5/16" x 1-3/4" 3/4" left, 3-3/4" bottom

To find a Drop Box nearest you visit www.voteinfo.net

Para encontrar un Buzón de Entrega más cercano a usted visite www.voteinfo.net

OUT-NO (9922)



County of Riverside Registrar of Voters 2724 Gateway Drive Riverside, CA 92507

RETURN SERVICE REQUESTED

NON PROFIT ORG
US POSTAGE
PAID
COUNTY OF RIVERSIDE
REGISTRAR OF VOTERS

Vote by Mail Official Ballot

Boleta Oficial de Votación por Correo



Window: 1-1/2" x 5" 1" left, 2-15/16" bottom

OUT-NP (9922)

#### Your Official Ballot / Su Boleta Oficial

## Contact information

Información de contacto

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Riverside County Registrar of Voters 2724 Gateway Drive Riverside, CA 92507

Open Monday through Friday, 8am to 5pm Abierto de lunes a viernes, 8am a 5pm



www.voteinfo.net



rovweb@rivco.org



Information in English: 951-486-7200 Información en Español: 951-486-7200



Fax: 951-486-7272



California Relay Service (Dial 711)

How to return your ballot / Cómo devolver su boleta



Vote by Mail

Mail your ballot so that it is postmarked by Election Day and received no later than seven days after Election Day.

Votación por Correo

Envie por correo su boleta para que se incluya el sello postal el Día de Elección y sea recibida a más tardar siete días después del Día de Elección.



Drop Box

Drop off your ballot at a secure drop box — no postage required.

Buzón de Entrega

Entregue su boleta electoral en un buzón seguro — no se requiere franqueo.

Window: 2-5/16" x 1-3/4" 3/4" left, 3-3/4" bottom

To find a Drop Box nearest you visit www.voteinfo.net

Para encontrar un Buzón de Entrega más cercano a usted visite www.voteinfo.net

OUT-NP (9922)



County of Riverside Registrar of Voters 2724 Gateway Drive Riverside, CA 92507



U.S. POSTAGE PAID 39 USC 3406

PAR AVION

RETURN SERVICE REQUESTED

DATED MATERIAL **OPEN IMMEDIATELY** 



#### OFFICIAL BALLOT MATERIAL - FIRST-CLASS MAIL

NO POSTAGE NECESSARY IN THE U.S. MAIL - DMM 703.8.0

Window: 1-1/2" x 5" 1" left, 2-15/16" bottom

OUT-UO (9922)

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Votación por Correo

Envie por correo su boleta para que se incluya el sello postal el Día de Elección y sea recibida a más tardar siete días después del Día de Elección. Las boletas también pueden ser devueltas por fax a más tardar a las 8pm el Día de Elección.



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OUT-UO (9922)

3/4" left, 3-3/4" bottom

Window:

RFP# RVARC-1705

Form #116-310 - Dated: 3/21/2019



#### Military and Overseas Return Envelope

Official Vote-By-Mail Ballot – to be opened ONLY BY Election Canvassing Board. Voting more than once in the same election is a crime.

#### Sobre de Devolución de Votantes Militares y en el Extranjero

Boleta Electoral Oficial de Voto por Comeo - se abrirá SOLO POR la Junta de Escrutinio Electoral. Votar más de una vez en las mismas elecciones es un delito.

Vote-by-mail ballots that are mailed must be postmarked on or before Election Day and received by your county elections office no later than 7 days after Election Day. Ballots may also be returned by fax no later than 8pm on Election Day.

Drop off your ballot by 8pm on Election Day.

Las boletas electorales de voto por correo que se envien por correo deben tener el sello postal del Día de las Elecciones o antes, y ser recibidas por la oficina electoral de su condado a más tardar 7 días después del Día de las Elecciones. Las boletas tambien pueden ser devueltas por fax a más tardar a las 8pm el Día de Elección.

Entregue su boleta antes de las 8pm el Día de Elección.



U.S. POSTAGE PAID 39 USC 3408

PAR AVION

Please see Voting Instructions for postage requirements

Por favor consulte las Instrucciones Para Votar para requisitos de envio.



#### OFFICIAL VOTE-BY-MAIL BALLOT MATERIAL - FIRST-CLASS MAIL

NO POSTAGE NECESSARY IN THE U.S. MAIL - DMM 703.8.0

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REGISTRAR OF VOTERS 2724 GATEWAY DR RIVERSIDE CA 92507-0924



This envelope contains an Official Ballot and is to be opened only by Officials at the Riverside County Registrar of Voters.

UO (9922)



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NITH INVANC-1/US

Name of person returning ballot / Nombre de la persona que devuelve la boleta electoral	your ballot and need a replacement sent to you. Return the spolled ballot in this envelope and a replacement ballot will be Issued (time permitting).
Signature of person returning ballot / Firms de la persona que devuelve la boleta electoral	¿Echó a perder au boleta?  Ponga una marca de verificación ( √ ) en esta casilla si ha dañado, marcado incorrectamente y/o echado a perder su boleta y necesita que le envien una boleta de reemplazo. Devuelva la boleta dañada en este sobre y se emitirá una boleta de
Relationship to voter / Relación con el votante	reemplazo (si el tiempo lo permite).
Did you	Usted
☐ Sign the voter's declaration in your own handwriting?	☐ ¿Firmó la declaración del votante con su propia letra?
☐ Place your ballot in the envelope?	☐ ¿Colocó su boleta en el sobre?



### Return Envelope Official Ballot

To be opened only by Canvassing Board

## Sobre de devolución **Boleta Oficial**

Para ser abierto únicamente por la Junta de Escrutinio

Mail your ballot so that it is postmarked by Election Day and received no later than seven days after Election Day.

Drop off your ballot by 8pm on Election Day.

Envie por correo su boleta para que se incluya el sello postal el Dia de Elección y sea recibida a más tardar siete dias después del Dia de Elección.

Entregue su boleta antes de las 8pm el Dia de Elección.

This envelope contains an Official Ballot and is to be opened only by Officials at the Riverside County Registrar of Voters.



## BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 126 RIVERSIDE, CA POSTAGE WILL BE PAID BY ADDRESSEE

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REGISTRAR OF VOTERS 2724 GATEWAY DR **RIVERSIDE CA 92507-9810** 



BRM-BUFF (1120)







#### VOTER: READ STATEMENT BELOW, SIGN AND DATE I declare under penalty of perjury under the laws of the State of California that:

- I am the person whose name appears on the envelope.
   I am a resident of the precinct in which I am voting.
- · I reside at the address shown on this envelope.
- I have neither applied for nor intend to apply for a Vote-by-Mail ballot from any other jurisdiction for the same election.

#### AL VOTANTE: LEA LA DECLARACIÓN QUE SIGUE, FIRME Y PONGA LA FECHA

- Yo declaro bajo pena de perjurio bajo las leyes del Estado de California que:
- Soy la persona cuyo nombre aparece en el sobre.
   Yo soy residente del recinto en el cual voto.
- Yo vivo en el domicilio indicado en este sobre
- Yo no he solicitado ni tengo la intención de solicitar una boleta de Votación por Correo de cualquier otra jurisdicción para la misma elección.

If you are unable to sign, make your mark and have a witness sign below Si usted no puede firmer, hage une merce y pide que un testigo firme abajo:

Witness, sign here Testigo, firme aqui

You must sign in your own handwriting. Your signature must match the eignature on your voter registration card.
Voting twice in an election is a crime.

Debe firmar con su puño y letra. Su firma debe coincidir con la firma en la tarjeta de inscripción del votante. Votar dos veces en una elección es un crimen

Votante, firme aquí con tinta. No se aceptan poderes notariales.

Power of attorney is not acceptable.



Print your voter registration address / Imprima su dirección de registro de votante

Date / Fecha (MM/DD/YYYY)

I authorize the person below to return my ballot: Autorizo a la persona abajo para devolver mi boleta: Their name / Su nombre Their signature / Su firma Relationship to voter / Relación con el votante	Spolled your ballot?  Place a check mark ( \( \
Did you  Sign the voter's declaration in your own handwriting? Place your ballot in the envelope?	Usted □ ¿Firmó la declaración del votante con su propia letra? □ ¿Colocó su boleta en el sobre?

## EXHIBIT B PRICING

#### PRICING IS FOB DESTINATION

#### BALLOT PRINTING SET UP COSTS (Per Ballot type):

Type of charge	1 column 1 sided	2 column 1 sided	3 column 1 sided	3 column 2 sided
Admin charges	N/C	N/C	N/C	N/C
Process print files/plates	\$10.00 PER BALLOT TYPE	\$10.00 PER BALLOT TYPE	\$10.00 PER BALLOT TYPE	\$10.00 PER BALLOT TYPE
Press set-up charges	N/C	N/C	N/C	N/C

#### BALLOT PRINTING COSTS (Per 1,000 ballots as described in Schedule G):

Size of ballot	1 to 20,000	20,001 to 100,000	100,001 to 250,000	Over 250,000
1 column one side	side \$250.00 \$250.00		\$250.00	\$250.00
2 column one side	\$250.00	\$250.00 \$250.00		\$250.00
3 column one sided	e sided \$250.00 \$250.00		\$250.00	\$250.00
3 column two sided	\$250.00	\$250.00	\$250.00	\$250.00

#### BALLOT PROCESSING & MAILING (Per 1,000 ballots):

	1 to 20,000	20,001 to 100,000	100,001 to 250,000	Over 250,000
Set-up charges	N/C	N/C	N/C	N/C
Cost per 1,000	\$230.00	\$230.00	\$230.00	\$230.00

Inserting charges over 2 ballots 3 ballots - \$252.00 per thousand 4 ballots - \$265 per thousand

Ballot on Demand Paper (BOD) – Cost per thousand \$120.00 Optional Cyber Liability Insurance Coverage – Annual Fee not to exceed \$30,000.00

## EXHIBIT B PRICING (CONTINUED)

## PRICING IS FOB DESTINATION

Category	Pric	e M	Total	
Print 1,400,000 Non-Profit Envelopes	\$	55.12	\$	77,168.00
Print 1,400,000 BRM Reply Envelopes	\$	47.97	\$	67,158.00
Print 150,000 Provisional Envelopes	\$	130.13	\$	19,519.50
Print 1,400,000 Voting Instruction Insert	\$	35.74	\$	50,036.00
Print 1,400,000 Cover Letter Insert	\$	35.74	\$	50,036.00
Print 1,400,000 two card ballots (2-sided) - VBM Ballots	\$	250.00	\$	700,000.00
Print 50,000 two card ballots (2-sided) - Counter Ballots	\$	250.00	\$	25,000.00
Print 20,000 two card ballots (2-sided) - Test Ballots	\$	250.00	\$	10,000.00
Insert 1,400,000 voter packets - VBM Ballots	\$	230.00	\$	322,000.00
Total Price			\$	1,320,917.50



# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: JIM	Sover	
Address: 2800 S	36+4	54.
City: Phoenix	Zip:	85 <i>ø</i> 3 <i>4</i>
Phone #: 647 363 (	458	
Date: 10/3/23	Agenda	± 3.3Ø
PLEASE STATE YOUR POSITION	BELOW:	
Position on "Regular" (non-ap	pealed) Ager	nda Item:
SupportX	_Oppose	Neutral
<b>Note:</b> If you are here for an age please state separately your pos		
Support	_Oppose	Neutral
I give my 3 minutes to:		

#### **BOARD RULES**

#### Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment: Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

#### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

#### **Individual Speaker Limits:**

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.

#### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

#### Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.

# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Pat Batten
Address: 11820 Paseo Lucido
City: San Drego zip: 92128
Phone #: <u>\$58 472 3367</u>
Date: 10/3/23 Agenda # 3.30
PLEASE STATE YOUR POSITION BELOW:
Position on "Regular" (non-appealed) Agenda Item:
SupportOpposeNeutral
<b>Note:</b> If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:
SupportOpposeNeutral
I give my 3 minutes to:

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# Riverside County Board of Supervisors Request to Speak

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Date: \_\_\_\_\_\_ Agenda #\_\_\_\_\_\_ PLEASE STATE YOUR POSITION BELOW: Position on "Regular" (non-appealed) Agenda Item: Oppose Neutral Support Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below: Oppose Neutral Support

I give my 3 minutes to:

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