

Contract Review Sheet

Contract for Services

CO-3775-20 - Am2

Title: Ballot Printing Services

Contractor's Name: Lynx Group, Inc.

Department: Clerk's Office

Contact: Sabrina Hay

Analyst: Sabrina Hay

Phone #: 503-566-3974

Term - Date From: December 21, 2020

Expires: December 31, 2025

Original Contract Amount: \$ 500,000.00

Previous Amendments Amount: _____

Current Amendment: \$ 216,000.00

New Contract Total: \$ 716,000.00

Amd% 43%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0090 Election Supplies and Services

Description of Services or Grant Award

Printing of official ballots, test ballots, and informational inserts for Marion County elections at direction of County

Amendment 2 extends the contract term for one final year and increases the total contract amount to cover the full cost of the 2024 general election and the estimated costs for anticipated elections in 2025.

Desired BOC Session Date: 10/30/2024

Contract should be in DocuSign by: 10/9/2024

Agenda Planning Date: 10/17/2024

Printed packets due in Finance: 10/15/2024

Management Update: 10/15/2024

BOC upload / Board Session email: 10/16/2024

BOC Session Presenter(s) Bill Burgess

Code: Y

REQUIRED APPROVALS

DocuSigned by: 
 E4592AF8CAA542C...
 Finance - Contracts
 Date: 10/3/2024

DocuSigned by: 
 E21BD5B5934B405...
 Contract Specialist
 Date: 10/7/2024

Signed by: 
 60C98A8F708240B...
 Legal Counsel
 Date: 10/4/2024

DocuSigned by: 
 DC16351248DE4EC...
 Chief Administrative Officer
 Date: 10/7/2024



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 30, 2024

Department: Clerk's Office

Title: Ballot Printing Services

Management Update/Work Session Date: October 15, 2024 Audio/Visual aids

Time Required: 5 Contact: Bill Burgess Phone: 503-588-3579

Requested Action: Approve amendment 2 to contract CO-3775-20 with Lynx Group, Inc. to extend the contract for one final year through December 31, 2025 and increase the maximum not-to-exceed amount to cover additional costs for the 2024 general election and the estimated costs for the anticipated elections in 2025.

Issue, Description & Background: The original contract amount of \$500,000 was sufficient to cover the initial three-year contract period but not quite enough to cover year four. Additional funds are needed to cover the 2024 general election costs and anticipated costs for year five.

Financial Impacts: Amendment 2 adds \$216,000 for a new total contract amount of \$716,000.

Impacts to Department & External Agencies:

List of attachments: Contract Review Sheet, Amendment 2 to Contract CO-3775-20

Presenter: Bill Burgess

Department Head Signature: DocuSigned by: Bill Burgess 7391562EA8AF448...



Marion County
OREGON

AMENDMENT 2 to CO-3775-20
the CONTRACT FOR SERVICES
between
MARION COUNTY and LYNX GROUP, INC.

This is Amendment No. 2 to the Contract for Services (as amended from time to time, the “Contract”), dated December 21, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Lynx Group, Inc., an Oregon corporation, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. **TERM.** This Contract expires on December 31, 2025~~December 31, 2024~~.

2. **CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$716,000.00~~\$500,000.00~~.

EXHIBIT A
STATEMENT OF WORK

1. **STATEMENT OF SERVICES.**

A. GENERAL INFORMATION.

Marion County Elections has approximately 227,000~~215,000~~ registered voters.

Regular scheduled election dates are:

- The second Tuesday in March
- The third Tuesday in May
- The ~~fourth~~^{third} Tuesday in ~~August~~^{September}, and
- The first Tuesday after the first Monday in November

Marion County Elections currently utilizes the Hart Verity voting system~~Hart Voting System (HVS) and Ballot Now System~~ to conduct elections. The Hart Verity voting system~~Ballot Now System~~ gives the County the ability to print ballots at the Elections office and ballots are also prepared in electronic form for commercial printers to print larger more economic quantities.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Technical Specifications for Ballot Printing – Contractor must be an approved Hart Verity~~HVS~~ ballot printer meeting the Hart InterCivic “certified” or “qualified” classifications as defined by Hart InterCivic.

- A. A certified printer will have completed the Hart Verity~~HVS~~ printing test and agrees to use Hart InterCivic’s exclusive Official Ballot Paper for all ballot production.
- B. A qualified printer will have completed the Hart Verity~~HVS~~ printing test with paper that meets specifications of Hart’s Official Ballot Paper or paper that meets the Hart InterCivic’s Official Ballot Paper specification.
- C. A certification or qualification approval letter from Hart InterCivic must be submitted to County.

D. Contractor must maintain the Hart InterCivic “certification” or “qualification” throughout the contract period.

Printing Specifications for Ballot Printing

Official Ballots:

Ballot printing files are created by Marion County Elections in a ~~Postscript file format and converted to~~ Portable Document Format (PDF). Ballot printing files are uploaded to a secure file sharing site or hand delivered to Contractor by Marion County Elections.

Packaging, Transport and Delivery Specifications

- A. Printed ballots are to be packaged in the order provided in the ballot print file.
- B. Printed ballots are to be separated into ~~boxes~~ mail trays by precinct number, party and ballot style.
- C. ~~Boxes~~ Trays containing ballots shall be labeled by precinct number, party, ballot style, quantity and tray number (ex. 1 of 2 or 3, etc.)
- D. Ballots shall be wrapped in plastic inside of boxes to keep ballots of different ballot styles separate. ~~All trays must be secured by tray sleeves during transport and delivery.~~
- E. Boxes should be ordered on pallets with the lowest number precincts on the bottom and the highest number precincts on the top.

~~F.~~ Ballots shall not be left unattended at any time during transportation and delivery.

~~G.~~ Contractor is responsible for the secure transportation and delivery of official ballots to the Marion County Elections office at 555 Court St. NE, 2nd Floor, Salem OR 97301 for M-L-O ballots. For main run ballots and inserts, Contractor shall provide secure transportation and delivery to Send-It Direct at 12715 NE Whitaker Way, Portland, OR 97230 on the 42nd day prior to Election Day.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is ~~\$500,000.00~~ \$716,000.00.

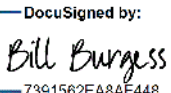
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

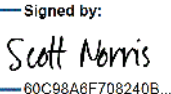
Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  10/3/2024
7391562EA8AF448...
 Department Director or designee Date

Authorized Signature:  10/7/2024
DC18351248DE4EC...
 Chief Administrative Officer Date

Reviewed by Signature:  10/4/2024
60C98A6F708240B...
 Marion County Legal Counsel Date

Reviewed by Signature:  10/3/2024
E4592AF8CAA542C...
 Marion County Contracts & Procurement Date

LYNX GROUP, INC. SIGNATURE

Authorized Signature: _____ Date

Title: _____



Contract Review Sheet

CO-3775-20 (1)

Contract for Services #: CO-3775-20 Amendment #: 1

Contact: Carrie Graham Department: Clerk's Office

Phone #: (503) 566-3964 Date Sent: Thursday, December 21, 2023

Title: Ballot Printing Services

Contractor's Name: Lynx Group, Inc.

Term - Date From: December 21, 2020 Expires: December 31, 2024

Original Contract Amount: \$ 500,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 500,000.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0090 Election Supplies and Services

Description of Services or Grant Award

Contract to print ballots for regular and special Marion County elections as directed by the County. Amendment 1 to extend term to December 31, 2024.

Desired BOC Session Date: _____ Files submitted in CMS for Approval: _____

Agenda Planning Date _____ Printed packets due in Finance: _____

Management Update _____ BOC upload / Board Session email: _____

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 12/21/2023 Date Legal Received: _____

Comments: G

REQUIRED APPROVALS

DocuSigned by: [Signature] 12/21/2023
E4592AF8CAA542C
Finance - Contracts Date

DocuSigned by: Carrie Graham 1/5/2024
C58E30E42D03469
Contract Specialist Date

DocuSigned by: John Pettifer 1/4/2024
AED8EB7C0023416
Legal Counsel Date

DocuSigned by: Jan Fritz 1/4/2024
DC16351248DE4FC
Chief Administrative Officer Date



Marion County
OREGON

AMENDMENT 1 to CO-3775-20
the CONTRACT FOR SERVICES
between
MARION COUNTY and LYNX GROUP, INC.

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated November 09, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Lynx Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. TERM. This Contract expires on December 31, 2024 ~~December 31, 2023~~.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

Authorized Signature: DocuSigned by:
Bill Burgess
7391562EA8AF448... 12/28/2023
Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351248DE4EC... 1/4/2024
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:
John Pettifer
AFD8EB7C0023416... 1/4/2024
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
[Signature]
E4592AF8CAA542C... 12/21/2023
Marion County Contracts & Procurement Date

LYNX GROUP, INC. SIGNATURE

Authorized Signature: DocuSigned by:
Scott Rowland
E5E17D3E3D8D4B3... 1/4/2024
Date
Title: Co-President

**MARION COUNTY
CONTRACT FOR SERVICES
CO-3775-20**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Lynx Group, Inc., a Corporation hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

CONTRACT DOCUMENTS, ORDER OF PRECEDENCE. This Contract consists of the following documents, which are listed in descending order of precedence herein attached and incorporated:

Marion County Contract for Services minus exhibits
Exhibit A – Statement of Work
Exhibit B – Price List
Exhibit C – Ballot Custodial Agreement

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on December 31, 2023. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2025.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$500,000.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County

shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County Not required by County.

\$2,000,000 Per occurrence limit for any single claimant; and

\$5,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Lynx Group, Inc.
2746 Front Street NE
Salem, Oregon 97301
503-588-9339

To County:
Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.


26. **SEVERABILITY.** If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. **CERTIFICATIONS AND SIGNATURE.** THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

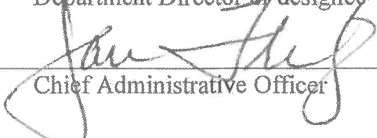
**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

 12/16/2020
Chair Date

 12-6-20
Commissioner Date

 12.16.2020
Commissioner Date

Authorized Signature:  Bill BUSINESS 12/1/2020
Department Director or designee Date

Authorized Signature:  12/11/2020
Chief Administrative Officer Date

Reviewed by Signature: Jane E. Votto 12/7/20
Marion County Legal Counsel Date

Reviewed by Signature: Cambu Schlag Dec 4, 2020
Marion County Contracts & Procurement Date

LYNX GROUP, INC. SIGNATURE

Authorized Signature: [Signature] 12.21.20
Date

Title: Co. President

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** Marion County Elections has the responsibility of conducting all federal, state, and county elections and certain elections for municipalities, districts, and other political subdivisions. Marion County has approximately 215,000 registered voters. All elections in Oregon are conducted by mail. Marion County conducts approximately two to six (2-6) elections per year.

Regular scheduled election dates are:

- The second Tuesday in March
- The third Tuesday in May
- The third Tuesday in September
- The first Tuesday after the first Monday in November

Unscheduled Emergency and Recall elections can be filed with Marion County Elections at any time. Notice of an Emergency or Recall election will immediately be given to Contractor when this occurs.

Marion County Elections currently utilizes the Hart Voting System (HVS) and Ballot Now System to conduct elections. The Ballot Now System gives the County the ability to print ballots at the Elections office and ballots are also prepared in electronic form for commercial printers to print larger more economic quantities.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Security - Contractor must securely maintain its chain of custody of ballots and materials. Contractor must adhere to security agreement, signed and acceptable to the Marion County Clerk. Security agreements are filed with the Secretary of State.

Quantities - Marion County Elections will order Official Ballots, Test Ballots and informational inserts in "As Needed" quantities on an "As Needed" basis. Quantities ordered will vary according to the type of election and are in no way to be construed as commitment on the part of Marion County.

Technical Specifications for Ballot Printing - Contractor must be an approved HVS ballot printer meeting the Hart InterCivic "certified" or "qualified" classifications as defined by Hart InterCivic.

- A. A certified printer will have completed the HVS printing test and agrees to use Hart InterCivic's exclusive Official Ballot Paper for all ballot production.
- B. A qualified printer will have completed the HVS printing test with paper that meets specifications of Hart's Official Ballot Paper or paper that meets the Hart InterCivic's Official Ballot Paper specification.
- C. A certification or qualification approval letter from Hart InterCivic must be submitted to County.
- D. Contractor must maintain the Hart InterCivic "certification" or "qualification" throughout the contract period.

Printing Specifications for Ballot Printing

Official Ballots:

Ballot printing files are created by Marion County Elections in a Postscript file format and converted to Portable Document Format (PDF). Ballot printing files are hand delivered to Contractor by Marion County Elections.

- A. Contractor shall follow all guidelines and procedures provided by the Hart InterCivic "Digital Ballot Printing Specification" document.
- B. Contractor shall obtain and use Hart's dimensional ballot overlays to validate the correct print dimensions when printing ballots.
- C. Ballots are to be printed in the order of the files provided in the Ballot printing files.
- D. Each ballot has a printed front and back side.

- E. Ballots will be printed in one of four (4) sizes depending on the type of election on #1 grade bond, laser guaranteed. 28# basis weight or 70# offset weight meeting the following specifications:
 - 1. 8.5" X 11"
 - 2. 8.5" X 14"
 - 3. 8.5" X 17"
 - 4. 11" X 17"

Each ballot within an election must have the same weight.
- F. Contractor is responsible for folding ballots. Air feed folders or by hand folded for insertion into a Ballot Secrecy Sleeve. Folds cannot go through ballot option boxes on either side of ballot.
- G. Ballots must be voter useable and machine readable.

Informational Inserts:

Insert print files are created by Marion County Elections and converted to Portable Document Format (PDF). Insert PDF is deliverable to Contractor via email. Each election could have multiple inserts, using various paper sizes and colors.

Special Printing Requirements

- A. Marion County Elections has occasional need for special printing or finishing requirements such as colored bars printed on the ballots.
- B. Contractor must be able to print solid or screened printed bars 1/4" to 3/8" along the top and bottom edges of both sides of the Official ballot. The printed stripes may not extend left or right beyond the vertical plane(s) of the copy box, nor anywhere inside the copy box (the rectangular outline box within which all ballot copy resides). Hart specifications require the use of only laser-safe inks and a 48 hour allowance for drying purposes prior to laser imaging of ballot copy.
- C. The printed bars must be printed in one of the following Pantone Matching System (PMS) colors:

1. Green 352	6. Peach 163
2. Brown464	7. Cherry 183
3. Tan468	8. Purple 251
4. Blue 297	9. Yellow 3945
5. Gray Cool #3	10. Green 7479
	11. Blue 2915

Delivery Specifications - State law requires Military/Overseas and early absence ballots to be mailed no later than 45 days prior to Election Day. Ballot file and insert PDF for Military/Overseas and early absentee voters will be delivered to Contractor approximately 7-9 days prior to mailing deadline. Printed ballots and inserts for the Military/Overseas and early absentee voters must be delivered to Marion County Elections no later than 3 days prior to the 45th day prior to the election to allow time for testing, insertion and mailing preparation.

State law requires ballots mailed within the state of Oregon to be mailed no sooner than the 20th day prior to Election Day. Main ballot print file(s) and insert PDF will be deliverable to Contractor for printing approximately 45-50 days prior to Election Day. Ballots and inserts must be delivered to Marion County Elections no later than the 30th day prior to the election to allow time for testing, insertion and mailing preparation when ballots are inserted in the County Elections office. When ballot packets insertion takes place at Send-It Direct, ballots must be delivered to Send-IT Direct 42 days prior to the election.

Emergency and Recall election schedules will vary per election.

Packaging, Transport and Delivery Specifications -

- A. Printed ballots are to be packaged in the order provided in the ballot print files.
- B. Printed ballots are to be separated into mail trays by precinct number, party and ballot style.
- C. Trays containing ballots shall be labeled by precinct number, party, ballot style, quantity and tray number (ex. 1 of 2 or 3, etc.)
- D. All trays must be secured by tray sleeves during transport and delivery.
- E. Ballots shall not be left unattended at any time during transportation and delivery.
- F. Contractor is responsible for the secure transportation and delivery of official ballots to the Marion County Elections office at 555 Court St. NE, 2nd Floor, Salem OR 97301 for M-L-O ballots. For main

run ballots and inserts, Contractor shall provide secure transportation and delivery to Send-It Direct at 12715 NE Whitaker Way, Portland, OR 97230 on the 42nd day prior to Election Day.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$500,000.00.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the deliverables and Goods that County has accepted as described in Exhibit B, attached and incorporated herein.

B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County
Attn: Clerk's Office
PO Box 14500
Salem, OR 97309**



**EXHIBIT B
PRICE LIST**

LYNX GROUP INC.
QUALITY PRINTING

Marion County Clerk's Office

Connie Higgins / Bill Burgess
555 Court St NE
Salem, OR 97301
Ph: 503-588-5041
chiggins@co.marion.or.us

AGREEMENT/CONFIRMATION #: 80549_7

EFFECTIVE: December 1, 2020

Lynx Group Sales Rep: **Leta Howell**
2746 Front Street NE Salem, OR 97301
503-588-9339
leta@lynxgroup.com

2020 BALLOT ESTIMATES

Description: 8.5 x 11 Ballots - Black Ink Both Sides
Size: 8.5 x 11"
Stock: 70# Accent opaque book
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, MM trays



<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$474	\$0.1896
5,000	\$888	\$0.1776
15,000	\$2,456	\$0.1637
25,000	\$3,912	\$0.1564
50,000	\$7,559	\$0.1511
100,000	\$14,850	\$0.1485
150,000	\$22,137	\$0.1475
175,000	\$25,784	\$0.1473
200,000	\$29,429	\$0.1471
225,000	\$32,891	\$0.1462
250,000	\$36,544	\$0.1462
275,000	\$40,144	\$0.1460
300,000	\$43,764	\$0.1459

Description: 8.5 x 14, 8.5 X 17 & 11 x 17 Ballots - Black Ink Both Sides
Size: 8.5 x 14", 8.5 X 17" & 11 x 17"
Stock: 70# Accent opaque book
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, perf. 11 x 17 if required, MM trays

<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$729	\$0.2916
5,000	\$1,427	\$0.2854
15,000	\$4,116	\$0.2744
25,000	\$6,686	\$0.2674
50,000	\$13,109	\$0.2621
100,000	\$25,958	\$0.2595

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial* _____ I authorize Lynx Group approve production on my behalf *Initial* _____



LYNX GROUP INC.
QUALITY PRINTING

150,000	\$38,798	\$0.2586
175,000	\$45,220	\$0.2584
200,000	\$51,648	\$0.2582
225,000	\$57,910	\$0.2574
250,000	\$64,316	\$0.2573
275,000	\$70,722	\$0.2572
300,000	\$77,126	\$0.2571

Description: 8.5 x 11 Ballots - Black Ink + Color Bars: 7479 Green (Dem), 3945 Yellow (Rep), 2915 Blue (Ind)
Size: 8.5 x 11"
Stock: 70# Accent opaque book
Ink: black + pms color over same
Coverage: medium, top bleed
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, MM trays

<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$851	\$0.3404
5,000	\$1,644	\$0.3288
15,000	\$4,254	\$0.2836
25,000	\$6,574	\$0.2629
50,000	\$12,398	\$0.2479
100,000	\$24,158	\$0.2415
150,000	\$35,868	\$0.2391
175,000	\$41,724	\$0.2384
200,000	\$47,580	\$0.2379
225,000	\$53,420	\$0.2374
250,000	\$59,272	\$0.2371
275,000	\$65,122	\$0.2368
300,000	\$70,962	\$0.2365

Description: 8.5 x 14, 8.5 X 17 & 11 x 17 Ballots - Black Ink + Color Bars
Size: 8.5 x 14", 8.5 X 17" & 11 x 17"
Stock: 70# Accent opaque book
Ink: black + pms color over same
Coverage: medium, top bleed
Proof: digital color
Finishing: trim, fold, poly strap to keep ballot styles separate, perf 11 x 17 if required, MM trays

<u>Quantity</u>	<u>Price</u>	<u>Ea.</u>
2,500	\$935	\$0.3740
5,000	\$1,695	\$0.3390
15,000	\$4,926	\$0.3284
25,000	\$7,871	\$0.3148

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial*____ I authorize Lynx Group approve production on my behalf *Initial*_____



LYNX GROUP INC.
QUALITY PRINTING

50,000	\$15,310	\$0.3062
100,000	\$30,129	\$0.3012
150,000	\$44,931	\$0.2995
175,000	\$52,330	\$0.2990
200,000	\$59,725	\$0.2986
225,000	\$67,105	\$0.2982
250,000	\$74,490	\$0.2980
275,000	\$81,871	\$0.2977
300,000	\$89,244	\$0.2975

Note: The "Ea." price is rounded to the nearest 10,000th decimal and is meant for comparison reference only. Unit price decreases as quantity increases.

2020 INSERT ESTIMATES

Description: 8.5 x 3.67 Inserts - Black Ink Both Sides
Size: 8.5 x 3.67"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, carton pack

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$292	\$296
5,000	\$319	\$325
15,000	\$442	\$455
25,000	\$565	\$585
50,000	\$870	\$908
100,000	\$1,484	\$1,557
150,000	\$2,098	\$2,207
175,000	\$2,407	\$2,534
200,000	\$2,712	\$2,857
225,000	\$3,024	\$3,182
250,000	\$3,360	\$3,525
275,000	\$3,689	\$3,887
300,000	\$4,001	\$4,218

Description: 8.5 x 11 Inserts - Black Ink Both Sides
Size: 8.5 x 11"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, carton pack

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial* _____ I authorize Lynx Group approve production on my behalf *Initial* _____



LYNX GROUP INC.
QUALITY PRINTING

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$351	\$359
5,000	\$417	\$430
15,000	\$695	\$729
25,000	\$973	\$1,029
50,000	\$1,665	\$1,775
100,000	\$3,110	\$3,332
150,000	\$4,533	\$4,866
175,000	\$5,246	\$5,634
200,000	\$5,954	\$6,398
225,000	\$6,638	\$7,155
250,000	\$7,344	\$7,917
275,000	\$8,052	\$8,682
300,000	\$8,756	\$9,443

Description: 8.5 x 14 Inserts - Black Ink Both Sides
Size: 8.5 x 14"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, carton pack

PRINTING:

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$368	\$377
5,000	\$451	\$468
15,000	\$798	\$843
25,000	\$1,144	\$1,218
50,000	\$2,009	\$2,154
100,000	\$3,817	\$4,113
150,000	\$5,591	\$6,035
175,000	\$6,479	\$6,996
200,000	\$7,362	\$7,952
225,000	\$8,236	\$8,726
250,000	\$9,116	\$9,875
275,000	\$9,998	\$10,834
300,000	\$10,879	\$11,787

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial* ____ I authorize Lynx Group approve production on my behalf *Initial* _____



LYNX GROUP INC.
QUALITY PRINTING

Description: 11 x 17 Inserts - Black Ink Both Sides
Size: 11 x 17"
Stock: see below
Ink: black over black
Coverage: medium, no bleeds
Proof: digital color
Finishing: trim, fold, carton pack

<u>Quantity</u>	<u>50# Pastel Book or 60# White Book</u>	<u>60# Pastel Book</u>
2,500	\$395	\$408
5,000	\$506	\$530
15,000	\$962	\$1,029
25,000	\$1,418	\$1,527
50,000	\$2,610	\$2,832
100,000	\$4,954	\$5,398
150,000	\$7,289	\$7,953
175,000	\$8,456	\$9,229
200,000	\$9,616	\$10,499
225,000	\$10,767	\$11,775
250,000	\$11,922	\$13,041
275,000	\$13,079	\$14,309
300,000	\$14,230	\$15,569

Delivery: Marion County Clerk's Office, Salem, OR (M-L-O ballots) or Sendit Direct, 12715 NE Whitaker Way, Portland, OR (main run ballots).

Terms: Net thirty (30) days from date of shipment on all production services, ink, paper, and freight *with approved credit*. A service charge of 1-1/2 percent per month will incur on any past due balance.

Quoted prices valid for 30 days and reflect a cash discount. All prices subject to review upon receipt of files.
 - Industry standard terms and conditions apply.

Accepting for the Client _____ Date _____

Press Check: I will be present at the press check *Initial*____ I authorize Lynx Group approve production on my behalf *Initial*_____

EXHIBIT C



LYNX GROUP INC.
QUALITY PRINTING

2746 Front Street NE
Salem, OR 97301
phone 503.588.9339
fax 503.588.8376

Marion County Elections

Bill Burgess, County Clerk
Connie Higgins, Elections & Recording Manager
555 Court St NE, Ste 2130
Salem, OR 97301
Ph: 503.588.5041
bburgess@co.marion.or.us
chiggins@co.marion.or.us

BALLOT CUSTODIAL AGREEMENT – 'A'

Lynx Group, Inc. shall assure that access to Marion County ballots and election related material, while in our custody, should be limited to those with a need for such access.

Further, that security precautions shall be taken to prevent access to Marion County ballots and election related material by unauthorized personnel while such ballots and election related material are in our custody.

Upon signing this agreement, I understand that the above named company may be held liable for damages should unauthorized person(s) gain access to Marion County ballots.

SECURITY AGREEMENT WITH LYNX GROUP, INC.

Salem, Oregon ~ December 2020

Security System

- The security system is provided by F&S Security, with motion sensors throughout our buildings. If the alarm goes off a phone call is made to the plant manager/president of the company to determine if the alarm was set off in error. In addition to motion sensors, smoke and carbon monoxide sensors are also installed. In the event of a fire, an audible alarm is activated and magnetic doors released to seal off sections of the building(s).
- Fewer than seven (7) mid-level management and lead employees have access to the security system allowing off-hours access.
- The security system has the capability to print a log of all entries and exits.

Building Access – Physical

- Business hours are from 8:00 a.m. to 5:00 p.m.
- Building access by the public will be through the front doors only.
- No vendor or customer will be allowed in the production area during production of your work except under the following conditions: if access is required in the production area for a vendor or customer a sign-in sheet will be completed, a "Guest" badge will be worn, and the guest will be accompanied by a Lynx Group, Inc. employee at all times.
- All vendors delivering to Lynx Group, Inc. must ring a delivery bell to gain access. They will not be permitted to go beyond the receiving area without following the above sign-in procedures.



LYNX GROUP INC.
QUALITY PRINTING

Protection of Files

- All source and prepress working files will be kept on an encrypted volume. The password will be revealed only to those with a need to process the jobs.
- Files on the press will be limited to those needed for one (1) shift. After ballots have been produced from a given file the file will be deleted from the press.
- The encrypted volume will not be included in our backup script.

Bindery Area

- Printed ballots in production will be stored in carts, which are wrapped until finishing (trimming, folding and bundling) is complete.
- Finished ballots will be packed into United States Postal Service trays, which are inserted into cardboard sleeves. Each tray is clearly marked with the ballot style number (including party affiliation and precinct/split designation). Trays will be numbered for identification as follows: 1 of XX, 2 of XX, 3 of XX.

Delivery of Ballots

- Lynx Group, Inc. will deliver Military/Long-term/Overseas ballots to the Marion County Clerk's Office in one trip in our own truck. Main run ballots will be delivered to Sendit Direct according to dates provided by Marion County. The doors to the truck will be padlocked shut. Marion County will be notified in advance of when Lynx Group, Inc. will be delivering the ballots so that Marion County staff can be made available to log the ballots out from the Lynx Group, Inc. facility to the Marion County Clerk's Office facility. Marion County personnel reserve the right to escort the ballots from the Lynx Group, Inc. facility to the Marion County facility using their own vehicles.

Observers (non-Lynx employees)

- If there are to be observers (non-Lynx employees viewing any part of production), Marion County will be notified in advance and arrangements made that they are accompanied by Marion County Clerk's Office personnel or other arrangements made by Marion County.
- No information about schedule, printing, transport, etc. of any ballot project will be given to any person not directly associated with Lynx Group, Inc. or Marion County.

I, the undersigned, do hereby agree to the terms of this Security Agreement until otherwise updated:



Signature

Scott Rowland

Printed Name

12.1.20

Date

Co-President

Title