FIRST AMENDMENT
TO THE VOTING SYSTEMS AND MANAGED SERVICES AGREEMENT
BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND
SISKIYOU COUNTY, CALIFORNIA

This First Amendment (the "First Amendment") the Voting Systems and Managed Services Agreement, is made and entered into on the date signed by all parties to it, between Siskiyou County, California ("Customer") and Dominion Voting Systems, Inc., a Delaware corporation ("Dominion").

RECITALS

WHEREAS, on July 1, 2015, the Customer and Dominion entered into a Voting Systems and Managed Services Agreement (the "Agreement"); and

WHEREAS, the Customer and Dominion now desire to revise the Agreement by extending the Agreement term:

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AGREEMENT

A.   **Replacement of Section 1**. Section 1 of the Agreement shall be deleted and replaced with the following:

1.   **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits below. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Pricing Summary and Deliverables Description submitted by Dominion for labor, materials and all other services related to the performance of this Agreement, attached hereto as Exhibit A and incorporated herein as though fully set forth. The total compensation payable under this Agreement shall not exceed $1,151,319.68 (managed service fee for 10 years)

> Exhibit A: Pricing Summary and Deliverables Description
> Exhibit B: Software License Terms and Conditions

B.   **Replacement of Section 3**. Section 3 of the Agreement shall be deleted and replaced with the following:

3.   **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until June 30, 2025, providing however and subject to possible annual price increases, the Licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.

C.   **Replacement of Exhibit A.** Exhibit A of the Agreement shall be deleted and replaced with the Exhibit A attached hereto.

D.   **All Other Terms.** Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR: <u>Dominion Voting Systems, Inc.</u>

Date: _____6/30/2021_____

John Poulos
John Paulos, President-CEO

Date: _____6/30/2021_____

Mike Fontera, General Counsel

License No.: _____N/A_____
    (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D.   _27-1565149_____

COUNTY OF SISKIYOU

Laura Bynum   7/1/2021
Laura Bynum, County Clerk   (Date)

APPROVED AS TO LEGAL FORM:

Dana Barton   6/30/2021
Edward J. Kiernan, County Counsel   (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund	Org	Account
1001	105010	725000

If not to exceed, include amount not to exceed: SEE ATTACHED

Encumbrance number (if applicable):

Annemarie Zediker   7/1/2021
Jennie Ebejer, Auditor-Controller   (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Stephanie Black   7/1/2021
Melissa Cummins, Risk Management   (Date)

TOTAL Not To Exceed FOR CONTRACT

Fund	Organization	Account	Act. Code (if applicable)	
1001	105010	725000	2012	FY 15-16: $43,079.47
1001	105010	725000		FY 15-16: $82,565.82
1001	105010	725000		FY 16-17: $125,645.29
1001	105010	725000		FY 17-18: $125,645.29
1001	105010	725000		FY 18-19: $151,178.00
1001	105010	725000		FY 19-20: $134,745.29
1001	105010	725000		FY 20-21: $125,835.20
1001	105010	725000		FY 21-22: $86,514.27
1001	105010	725000		FY 22-23: $89,220.95
1001	105010	725000		FY 23-24: $92,009.05
1001	105010	725000		FY 24-25: $94,881.05

TOTAL NTE $1,151,319.68

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND SISKIYOU COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing/Payment Summary and Descriptions**

   1.1 **Pricing Summary**. The total managed service contract pricing shall equal $1,070,327.00 not inclusive of California tax, which is the responsibility of the Customer.

   1.2 **Payment Summary**. The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made is in U.S. Dollars.

   1.2.1 Year 1: 7/1/2015 – 6/30/2016: $119,997 invoice shall be issued on 7/1/2015

   1.2.2 Year 2: 7/1/2016 – 6/30/2017: $119,997 invoice shall be issued on 7/1/2016

   1.2.3 Year 3: 7/1/2017 – 6/30/2018: $119,997 invoice shall be issued on 7/1/2017

   1.2.4 Year 4: 7/1/2018 – 6/30/2019: $119,997 invoice shall be issued on 7/1/2018

   1.2.5 Year 5: 7/1/2019 – 6/30/2020: $119,997 invoice shall be issued on 7/1/2019

   1.2.6 Year 6: 7/1/2020 – 6/30/2021: $119,997 invoice shall be issued on 7/1/2020

   1.2.7 Year 7: 7/1/2021 – 6/30/2022: $83,742 invoice shall be issued on 7/1/2021

   1.2.8 Year 8: 7/1/2022 – 6/30/2023: $86,254 invoice shall be issued on 7/1/2022

   1.2.9 Year 9: 7/1/2023 – 6/30/2024: $88,842 invoice shall be issued on 7/1/2023

   1.2.10 Year 10: 7/1/2024 – 6/30/2025: $91,507 invoice shall be issued on 7/1/2024

   1.3 **Estimated Sales Tax**

   1.3.1 Year 7 $2,772.27

   1.3.2 Year 8 $2,966.95

   1.3.3 Year 9 $3,167.05

   1.3.4 Year 10 $3,374.05

2. **System Description** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

Description	Quantity
ImageCast® Evolution Scanner and Tabulator and Software License	25
ImageCast® Evolution Scanner and Tabulator Hardware Warranty	25
ImageCast® Plastic Ballot Boxes	25

ImageCast® Evolution Scanner Accessible Voting Kit	25
ImageCast® Central Scanner and Tabulator and Software License	2
ImageCast® Central Scanner and Tabulator Hardware Warranty	2
Democracy Suite Software License	1
EMS System Hardware	1
Accessories and Consumables	
ICE Tech Key	10
ICE Paper Rolls	50
ICE Memory Cards 8MB	50
ICE Cleaning Sheets (10 Pack)	1
ICE Ink Cartridge	50
Spring Lock Plastic Seals	2
Compact Flash & iButton Labels (100 Pack)	1
Implementation and Training	1
Election Setup English Only / Includes Test Decks and Primary Party Ballots.	`13
Election Support – On Site Primary and General 2016 and Primary and General 2022	4

3. Detailed Deliverables Description

3.1 **ImageCast® Evolution (ICE) Scanner and Tabulator (Hardware and Software)** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast® (ICE) provided to the Customer shall consist of the following items:

3.1.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.

3.1.2 Two (2) Compact Flash 8GB memory cards.

3.1.3 An integrated 19" diagonal full color LCD with built-in touch screen.

3.1.4 An internal thermal printer and one (1) paper roll for generating reports.

3.1.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.

3.1.6 One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.

3.1.7 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17", 18", 19", 20 and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.

3.1.8　An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.

3.1.9　Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below. These images can be used to audit the unit's interpretation of each individual ballot.

- The top portion of the image contains a scanned image of the ballot.

- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.1.10　The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface).

3.2　**ICE Accessible Voting Kit.** ATI is included with the ImageCast Evolution. The ATI connects to the ImageCast Evolution via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record.

3.3　**ICE Molded Plastic Ballot Box.** A textured molded plastic ballot box per ImageCast Evolution unit. Ballot Box is made of a three (3) compartments, custom designed for use with the ImageCast Evolution.

3.4　**ImageCast® Central Scanners**. The ImageCast® Central Scanners are commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following:

3.4.1　Canon G2140 high speed document scanner.

3.4.2　All-in-One Desktop Workstation with pre-loaded software and monitor

3.4.3　One (1) iButton Reader/Writers used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.5　**ImageCast® Evolution and Central Scanner Software**. This Agreement includes software licenses for the ImageCast Evolution and Central software pursuant to the Software license terms attached as Exhibit B.

3.6　**Democracy Suite EMS Software** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

3.6.1　Election File and iButton Creation Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICE and ICC units.

3.6.2　Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.6.3   <u>ImageCast® Adjudication Application</u> is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots.

3.7   ***EMS System Hardware*** Dominion will provide the following for EMS System hardware required for operating the Democracy Suite Software system:

3.7.1   One (1) EMS Server

3.7.2   Two (2) EMS workstation

3.7.3   Two (2) Adjudication workstations

3.7.4   Four (4) Compact Flash Reader/Writers used to upload ballot information to Compact Flashes used with both scanner types. These can also be used to transfer election results data to Democracy Suite.

3.7.5   Four (4) iButton Reader/Writers used to transfer security and election information to the iButtons for use with the ICE and ICC.

3.7.6   One (1) Digi Connect Port LTS 16

3.7.7   One (1) Network Cables CAT6 UTP Patch Cables (12 Units)

3.7.8   SQL Server License for defined System configuration

3.7.9   Once (1) EMS Report Printer P1260DN

3.7.10   One (1) Voice Synthesis Software for a one voice license

3.8   ***Implementation Services and Training.***   During the implementation phase of the Agreement, Dominion shall provide the following services:

3.8.1   <u>Project Management Support.</u> Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks set out in this Agreement and alert of any material change in such plans. Upon execution of this Agreement, the Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

3.8.2   <u>System Acceptance Testing Support.</u> Dominion will provide direct onsite training and support during the System Acceptance Testing period.

3.8.3   <u>EMS Server Installation, Configuration & Testing.</u>   Dominion will provide a minimum total of two (2) days of direct onsite support for EMS Server installation, configuration & testing.

3.8.4 <u>System Training.</u> Prior to delivery, Dominion shall prepare a training plan and proposed schedule for review and approval of Customer and shall provide copies of training materials for Customer review and approval. Dominion shall designate a qualified and experienced trainer and provide Customer with the designated trainer's resume for approval prior to the start of training. Dominion shall provide a total of five (5) to ten (10) days of direct onsite training.

3.8.5 <u>On-Site Pre-Logic and Accuracy (Pre-LAT) Support.</u> Dominion will provide direct onsite Pre-LAT support for the 2015 UDEL election.

3.8.6 <u>On-Site Election Day Support.</u> Dominion will provide a minimum of five (5) individuals for three (3) days (inclusive of travel) of direct onsite election support for the 2015 UDEL election.

3.8.7 <u>Election setup and database creation services</u>. Dominion shall provide election setup services and support for the election database creation and ballot review for the 2015 UDEL Election.

3.9 **Ongoing Services.** Dominion shall provide the following services:

3.9.1 **Election setup and database creation services.** Dominion shall provide election setup services and support for the election database creation and ballot review for the following elections: 2016 Primary and General, 2017 UDEL, 2018 Primary and General, 2019 UDEL, 2020 Primary and General, the 2021 UDEL, and the 2022 and 2024 Primary and General.

3.9.2 **On-Site support during the Election.** Dominion will provide direct onsite support for the 2016 Primary and General Elections. Support for each Election shall be three (3) days (inclusive of travel). Dominion will provide direct onsite support for an additional two (2) Elections as directed by the Customer.

3.10 **Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price. Included without limitation are the following rates for Election setup and database creations services:

3.10.1 $210.00 per precinct, with a $3,500 minimum

3.10.2 25% for additional language

3.10.3 Test Deck generation - $16 per precinct per test deck.