

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
DOMINION VOTING SYSTEMS, INC.**

This agreement is entered into between the County of Tehama, through its Election's Department ("County" or "Customer") and Dominion Voting Systems, Inc. ("Contractor" or "Dominion") for the purpose of providing a voting system, licenses and related services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall lease to County all hardware, equipment, software, licenses and related services as outlined in Exhibit B and Exhibit C. Contractor shall comply with all provisions of Exhibits B and C, attached hereto and incorporated by reference. All hardware and equipment shall be new (not reconditioned or refurbished). In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall be paid an all-inclusive flat fee in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$960,653.58. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all

such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 1st of each calendar year, Contractor shall submit to County an itemized invoice for the annual managed service contract. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate December 31, 2021, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. The County's right to terminate this agreement may be exercised by the Clerk & Recorder and or his/her designee.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically

acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County and or any award for private attorney general fees), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations

contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment. Contractor shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Contractor warrants that it has the right to license and or distribute to County for County's use, all software associated with this Agreement including but not limited to, operating software and compliance software. If County promptly notifies Contractor in writing of any third party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contractor shall immediately indemnify, defend and hold harmless County against such claims, including attorney's fees and damages actually incurred by the County in connection therewith. If any software or other item is, or in Contractor's reasonable opinion is likely to be held to be infringing, Contractor shall at its expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance. If Contractor is initially unable to perform either option (a) or (b) for a period not to exceed 30 days, Contractor may require County to stop using the potentially infringing System or portion thereof, until Contractor can perform either option (a) or (b), providing however Contractor supplies County with an alternate means by which County may continue County operations pursuant to this Agreement.

11. **WARRANTY AND EXTENDED WARRANTY**

- A. The warranties stated in this Section 11 shall survive any inspections, delivery, acceptance, or payment by County, and shall remain in effect until the termination of this Agreement and its Exhibits and any future extensions of this Agreement, pursuant to the terms of the extensions.
- B. Contractor warrants that the hardware, equipment and functionality of the software and system provided under this Agreement shall operate in

accordance with this Agreement and in conformity in all material respects with the system specifications as documented by Contractor during the term of this Agreement.

- C. Contractor warrants and represents as to any property that is to be owned absolutely by County under this Agreement that Contractor has absolute and good title to and full right to dispose of or license the goods and services, and that there are no security interests, liens, claims or encumbrances of any kind against the system and or property/equipment provided to County.
- D. Contractor warrants that the hardware, equipment, software, system and services provided pursuant to this Agreement shall conform at all times with all federal, state, and local statutes, codes, ordinances, resolutions and other regulations as currently in effect at the Agreement's effective date and applicable.
- E. Illicit Code Warranty: Contractor warrants that the software and any developed modifications or updates to the software, does not contain, and Contractor has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any County property ("Illicit code"). Contractor shall use commercially reasonable efforts to immediately remove any such Illicit Code or replace software in which such code exists upon receipt of notice from County. County will use commercially reasonable efforts to assist Contractor in mitigating damages arising from such illicit code.
- F. During the original and any extended warranty terms, Contractor shall, without additional cost to County, correct any and all breaches of the express warranties of this Section 11.
- H. If any hardware, equipment, software or system component fails to operate in conformity with its specifications during the Term, Contractor shall provide a replacement for the component or, at Contractor's sole option,

shall repair the component. The following conditions apply to the warranty:

- i. County shall bear the shipping costs to return the malfunctioning component to Contractor, and Contractor shall bear the costs for standard shipping of the repaired or replaced component to County.
- ii. The following services are among those not covered by this warranty, but may be available at Contractor's then current rates:
 - a. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;
 - b. Repair or replacement of components damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
 - c. Repair or replacement of a component modified by any person other than those expressly authorized in writing by Contractor;
 - d. Repair or replacement of a unit from which the serial numbers have been removed, defaced or changed.

I. NO OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

12. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

13. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with

such Prevailing Wage Laws, to that extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: JENNIFER A. VISE
Tehama County Clerk & Recorder
PO Box 250
Red Bluff, CA 96080

If to Contractor: Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Suite 210
Denver, CO 80202

Notice shall be deemed to be effective two days after mailing.

20. NON-EXCLUSIVE AGREEMENT: Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. **LIMITATION OF LIABILITY:** Except as provided in Section 10 [regarding indemnification for third-party claims], Contractor's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 11/22/16

Jennifer A. Vise
Jennifer A. Vise
Tehama County Clerk & Recorder

DOMINION VOTING SYSTEMS, INC.

Date: 01/25/2016

J. P.

110482
Vendor Number

Approved as to form by
Tehama County Counsel

Brian Briggs
By: Brian Briggs, Deputy County Counsel

Standard Form of Agreement – Services adopted 4-27-10

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT B
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND TEHAMA COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions

1.1 **Pricing Summary.** The total annual managed service contract pricing shall equal \$152,447/year for a total of six (6) years. The California tax for each annual payment is estimated at \$7,661.93.

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 in U.S. Dollars.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2016. The Year 1 invoice of \$152,447 shall be issued immediately after System Acceptance by the Customer.

1.2.2 Year 2: 1/1/2017 – 12/31/2017: \$152,447 invoice shall be issued on 1/1/2017

1.2.3 Year 3: 1/1/2018 – 12/31/2018: \$152,447 invoice shall be issued on 1/1/2018

1.2.4 Year 4: 1/1/2019 – 12/31/2019: \$152,447 invoice shall be issued on 1/1/2019

1.2.5 Year 5: 1/1/2020 – 12/31/2020: \$152,447 invoice shall be issued on 1/1/2020

1.2.6 Year 6: 1/1/2021 – 12/31/2021: \$152,447 invoice shall be issued on 1/1/2021

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
Precinct Tabulation Hardware & Software ImageCast® Evolution (ICE) Precinct Tabulators* Each ICE Tabulator includes: - Internal Battery, Internal Modem - Printer w/ Paper Roll - 2 x Flash Memory Cards & 2 x ibutton - 12 month Hardware Warranty	40
ICE Plastic Ballot Boxes	40
ATI Accessible Voting Kit	40
Absentee Ballot/Central Scanning Hardware & Software ImageCast Central Tabulator Includes: - Canon X-10 high speed document scanner. - Central Software including third partyKofax - OptiPlex 9020 All-in-One Series with pre-loaded software	2

- One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables - 12 months Hardware Warranty - 12 months Firmware License	
Election Management Software & Hardware	
Democracy Suite Results, Tally, Reporting (RTR Only)	1
ImageCast Adjudication Application	1
EMS Servers and Workstations	
EMS Server	1
EMS workstation laptop	2
Compact Flash Reader/Writer	4
Adjudication Workstation w 24" monitor	2
EMS iButton Programmer w USB Adapter	4
Network Cables CAT6 UTP Patch Cables (12 Units)	1
SQL License	1
EMS Report Printer P1606dn	1
Smart UPS 1500 Tower	1
Voice Synthesis software 1 voice License	1
Digi Connect LTS 16 port	1
Implementation and Training	
Implementation	1
Training	1
Accessories and Consumables	
ICE Tech Key (Yellow iButton)	10
ICE Thermal Paper Rolls	80
ICE Memory Cards 8MB	80
ICE Cleaning Sheets	10
ICE Ink Cartridge	80
Compact Flash and iButton Labels (100)	1
Spring Lock Plastic Seals (100)	2
Annual License Fees	
ICE 12 month Hardware Warranty	40
ICC Standard 12 Month Hardware Warranty	2
ICC Standard 12 Month Firmware License	2
D Suite (RTR Only) Annual License Fee	1
ICE 12 Month Firmware License Fee	40
Adjudication Annual Software Licenses Fee	1

Annual Election Services	
Ballot Set Up (6 years 6 Elections) - English	6
On Site Technical Support	2

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 Two (2) 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.** Dominion shall provide two ImageCast® Central Scanners for use by the Customer. 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 components:
 - 3.4.1 Canon DR-X10 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 ImageCast® Adjudication Application 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 Servers

- 3.7.2 Two (2) EMS workstations
- 3.7.3 Two (2) Adjudication workstation
- 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 One (1) EMS Report Printer P1606dn
- 3.7.10 One (1) Smart UPS 1500 Tower
- 3.7.11 One (1) Voice Synthesis software 1 voice License

3.8 *Implementation Services and Training.* During the implementation phase of the Agreement, Dominion shall provide the following services at no additional cost:

- 3.8.1 Project Management Support. 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 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.
- 3.8.3 System Training. 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 one (1) day of direct onsite training for the System.

3.9 *Ongoing Services.* Dominion shall provide the following services at no additional cost:

- 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 up to six (6) elections during the Term.
- 3.9.2 ***On-Site support during the Election.*** Dominion will provide direct onsite

support for two (2) Elections. Support for each Election shall be three (3) days (inclusive of travel).

3.10 *Annual License Fees (included as a component of total Price pursuant to Section 1 above)*

3.10.1 ***ICE 12 month Hardware Warranty***

3.10.2 ***ICC Standard 12 Month Hardware Warranty***

3.10.3 ***ICC Standard 12 Month Firmware License***

3.10.4 ***D Suite (RTR Only) Annual License Fee***

3.10.5 ***ICE 12 Month Firmware License Fee***

3.10.6 ***Adjudication Annual Software Licenses Fee.*** Annual license after year 1 for Adjudication Module Level 1.

3.11 *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.

EXHIBIT C
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND TEHAMA COUNTY, CA

DOMINION VOTING SYSTEMS
SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Agreement" shall mean the agreement between the Parties for the purchase and use of the licensed Software.
- 1.2. "Licensee" shall mean the Dominion customer defined in the Agreement.
- 1.3. "Licensor" shall mean Dominion Voting Systems.
- 1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.5. "Software" means the Democracy Suite® and/or ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in the Licensor's documentation.
- 1.7. "Term" shall mean the term period defined in the Agreement.

2. License.

- 2.1. License to Software. Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own business purposes. This license shall expire and or be revoked upon the termination of this Agreement.
- 2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A. This license shall expire and or be revoked upon the termination of this Agreement.
- 2.3. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions and at no additional cost to Licensee.

- 3.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Licensee's State, Licensor may make the certified Software upgrade available to the Licensee at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms herein, Licensor shall not provide, and shall not be obligated to provide under any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

4. **Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

4.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

5. **Return of Software.** Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

6. **Warranties.** The following warranties shall apply.

6.1. Software Warranty. Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

6.2. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products. Licensor shall provide a comprehensive list of all such third party products to Licensee along with copies of all such corresponding third parties warranties prior to Licensees acceptance of hardware and equipment as described in the main body of this Agreement and Exhibit A.

6.3. NO OTHER WARRANTIES. EXCEPTING AS STATED IN SECTION 11 OF THE MAIN BODY OF THIS AGREEMENT, DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A

COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

- 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A. This license shall expire and or be revoked upon the termination of this Agreement.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
 - (i) any commercial or non-commercial printer
 - (ii) any third party vendor using ballot on demand system.
- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. No Copyright Warranties. EXCEPTING AS STATED IN SECTION 11 OF THE MAIN BODY OF THIS AGREEMENT, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.


E-Contract Review
Approval as to Form

Department Name: Clerk/Elections

Vendor Name: Dominion

Contract Description: Voting machines/software/ and services Agreement

Approved as to Form:

By: 
Brian Briggs, Deputy County Counsel

Date: __1/22/2016__



MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

13.ELECTIONS DEPARTMENT

- a) Approval and authorization for the Clerk & Recorder to sign the agreement with Dominion Voting Systems, Inc. for the purpose of providing a voting system, licenses and related services in an amount not to exceed \$960,653.58, effective upon date of signing and shall terminate 12/31/21.

(Miscellaneous Agreement #2016-20)

Clerk & Recorder/Registrar of Voters Jennifer Vise gave an overview of the new voting machines and said they have been certified by the Secretary of State. She said voters can either use paper ballots and insert into the machine to be read or they can vote on the machine.

Following additional discussion;

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	Burt Bundy, Supervisor - District 5
AYES:	Carlson, Garton, Chamblin, Williams, Bundy

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 2nd day of February, 2016.

DATED: February 19, 2016

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy: 