FIRST AMENDMENT
TO THE VOTING SYSTEMS AGREEMENT
BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND
TEHAMA COUNTY, CALIFORNIA

This First Amendment (the "First Amendment") to the Voting Systems Agreement, Miscellaneous Agreement 2016-20 (the "Agreement") is made and entered into as of this 15th day of May 2019 (the "Effective Date) by and between Tehama County, California ("County") and Dominion Voting Systems, Inc., a Delaware corporation ("Dominion").

RECITALS

WHEREAS on January 25, 2016, County and Dominion entered into the Agreement; and

WHEREAS the County and Dominion now desire to revise certain terms of the Agreement upon the terms, covenants, and conditions set forth herein.

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 County and Dominion agree as follows:
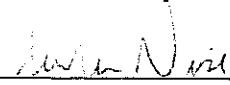
AGREEMENT

1   **Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2.   **Change to Exhibit B:** Delete Exhibit B and replace with a new Exhibit B (attached to this First Amendment) adding a software license for the use of the ImageCast Remote UOCAVA/ RAVBM and modifying the payment schedule accordingly.

3.   Paragraph 3 of the Agreement is modified to reflect the maximum compensation payable shall not exceed $963,253.58.

4.   **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 day and year set forth below.

COUNTY OF TEHAMA

Date: 5/21/19

Jennifer A. Vise
Tehama County Clerk & Recorder

DOMINION VOTING SYSTEMS, INC.

Date: 5/15/19

John Poulos
President and CEO

110482
Vendor Number

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 years 1 – 4 and $153,747 for years 5 and 6. 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 is 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: $153,747 invoice shall be issued on 1/1/2020

        1.2.6 Year 6: 1/1/2021 – 12/31/2021: $153,747 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 - One (1) iButton Programmer and (1) iButton Key Switch & cables - 12 months Hardware Warranty - 12 months Firmware License	2

Election Management Software & Hardware	
Democracy Suite Results, Tally, Reporting (RTR Only)	1
ImageCast Adjudication Application	1
ImageCast Remote UOCAVA/RAVBM 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
ImageCast Remote UOCAVA/RAVBM Application 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 the 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.* 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 <u>Election File and iButton Creation</u> Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICE and ICC units.

3.6.2 <u>Results, Tally and Reporting (RTR)</u> 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.

3.6.4 <u>ImageCast Remote Voting (UOCAVA/RAVBM) Application</u> offers a secure and efficient means for overseas, military voters and voters with disabilities, to receive, mark, print and return their ballots. The ImageCast Remote system ensures the security and transparency of the balloting process while preserving the privacy of voters and voters. The ImageCast Remote system utilizes the same database or election project used for all other ballots. Ballots returned by ImageCast Remote voters can be processed on ImageCast Central, eliminating the need to duplicate ballots or process ballots on a separate system. Prior to first use of the ImageCast Remote, Dominion shall provide a fully inclusive accessible voter guide/pamphlet.

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 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 *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.

E-Contract Review
Approval as to Form

Department Name: Elections

Vendor Name: Dominion Voting Systems.

Contract Description: First amendment to voting systems agreement to add additional
software licencing.

APPROVED AS TO FORM:

Date: 05/13/2019

Office of the Tehama County Counsel
Richard Stout, County Counsel

C O N S E N T   A G E N D A

Noting the spelling correction of the word "Varcomm" to the minutes of 5/14/19;

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Bob Williams, Supervisor - District 4
SECONDER: Burt Bundy, Supervisor - District 5
AYES: Chamblin, Garton, Williams, Bundy, Carlson

11. CLERK & RECORDER / ELECTIONS DIVISION
    a) AGREEMENT – Approval and authorization for the Clerk & Recorder to sign the first amendment to the Dominion Voting Systems, Inc. agreement (Misc. Agree. #2016-20), thereby increasing the yearly lease fee for years five and six by $1,300 to $153,747, with maximum compensation not to exceed $963,253.58. (Miscellaneous Agreement #2019-149)

STATE OF CALIFORNIA   )
) ss
COUNTY OF TEHAMA   )

    I, JENNIFER A. 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 4th day of June, 2019.

DATED: June 14, 2019

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

                                 Deputy: