

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #3958

THIS SECOND AMENDMENT to that Agreement for Services #3958 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Dominion Voting System, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose address is PO Box 343, Broomfield, CO 80038 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, on July 17, 2019, the County and Dominion entered into an Agreement for Services (the "Original Agreement"); incorporated herein and made by reference a part hereof;

WHEREAS, August 25, 2020, the County and Dominion entered into a First Amendment to the Agreement for Services, an addendum herein referred to as ("First Amendment") (collectively the Original Agreement and First Amendment are referred to herein as the "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2024, for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement to \$1,200,000.00, including all applicable charges, shipping, taxes, and fees, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C-2**;

WHEREAS, the parties hereto desire to replace Exhibit C (the "Original Agreement") and Exhibit C-1 ("First Amendment") with new Exhibit C-2 containing all ongoing annual license and warranty fees. The parties agree that all other amounts due pursuant to Exhibit C and Exhibit C-1 have been paid prior to the execution of this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this second Amendment to Agreement on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2027.

II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its

entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Second Amendment to the Agreement, the billing rates shall be in accordance with Exhibit C and Exhibit C-1, marked "**PRICING SUMMARY AND DELIVERABLES DESCRIPTION**" incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit C-2, marked "**PRICING SUMMARY AND DELIVERABLES DESCRIPTION,**" incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$1,200,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Elections Department
3883 Ponderosa Rd
Shingle Springs, CA 95682
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #3958 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #3958 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- DOMINION VOTING SYSTEMS, INC. --

By:  _____ Dated: 5/31/24 _____

John Poulos
Title: President and CEO
"Contractor"

EXHIBIT C-2
TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND EL DORADO COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing Summary - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

ANNUAL FEES

Annual Fees shall commence on July 01, 2024.

DESCRIPTION ¹	QTY	UNIT PRICE	EXTENSION
Annual Licenses			
Democracy Suite Standard Annual License Fee	1	\$22,510.18	\$22,510.18
Adjudication Annual Software License Fee	1	\$4,502.03	\$4,502.03
Mobile Ballot Printing Annual Software License Fee	1	\$900.41	\$900.41
Automated Test Deck (ATD) Annual Software License Fee	1	\$1,688.26	\$1,688.26
Remote UOCAVA Module Annual Software License Fee	1	\$2,813.77	\$2,813.77
ImageCast X Annual Firmware License - Classic BMD 21"	55	\$168.83	\$9,285.65
ImageCast Central Annual Firmware License - G2140	5	\$2,898.18	\$14,490.90
		Sub-total:	\$56,191.20
Annual Warranties			
ImageCast X Annual Hardware Warranty - Classic BMD 21"	55	\$174.45	\$9,594.75
ImageCast Central Annual Hardware Warranty	5	\$1,688.26	\$8,441.30
MBP #2 Annual Hardware Warranty ²	8	\$386.25	\$3,090.00
Prior Purchases			
ImageCast Central Lit – G1130	5	Paid	Exhibit C
ImageCast X Kit – Classic BMD 21"	55	Paid	Exhibit C
ImageCast X Classic Voter Activation Kit	20	Paid	Exhibit C
ImageCast X Classic Voter Activation Card	50	Paid	Exhibit C
ImageCast X Classic Poll Worker Smart Card	50	Paid	Exhibit C
ImageCast X Classic Technician Smart Card	20	Paid	Exhibit C
MBP Kit #2 Portable High Volume	23	Paid	Exhibit C
Smart-UPS C 1500VA LCD 120V 1000W	20	Paid	Exhibit C
ATI Kit – ICX – USB	55	Paid	Exhibit C
ImageCast X Voting Booth – Standard	55	Paid	Exhibit C
ImageCast X Classic BMD Transport Bag Kit (15"/21" Tablet + Printer)	55	Paid	Exhibit C
USB Flash Drive – 8GB – 3.0	20	Paid	Exhibit C
EMS Standard Server Kit (R630/W52012/552016)	2	Paid	Exhibit C
EMS Client Workstation Kit	3	Paid	Exhibit C

EMS Adjudication Workstation Kit	4	Paid	Exhibit C
Reformatting Station Kit	1	Paid	Exhibit C
EMS Report Printer – LBP6230DW	2	Paid	Exhibit C
Democracy Suite Standard (60K – 125K)	1	Paid	Exhibit C
Adjudication Module (60K – 125K)	1	Paid	Exhibit C
Automated Test Deck Module (60K – 125K)	1	Paid	Exhibit C
Mobile Ballot Printing Module (60K – 125K)	1	Paid	Exhibit C
Remote UOCAVA Module (60K – 125K)	1	Paid	Exhibit C
MBP Kit #2 Portable High Volume	8	Paid	Exhibit C-1
		Sub-total:	\$21,126.05
		Annual Total	\$77,317.25

¹ Commencing with the second invoicing of Annual Fees, and each year thereafter, Dominion reserves the right to adjust the Annual Fees within three percent (3%) of the then current fee.

² This warranty applies to the Mobile Ballot Printing Kits with the following serial numbers:

AK95010776A0
AK94027439A0
AK94027424A0
AK95010777A0
BW05024072A0
AK96039747A0
AK94027437A0
AK95010802A0

2. Product Description

- 2.1. **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 2.2. **Travel and Expenses included.** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 2.3. **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.

DOMINION VOTING SYSTEMS, INC.

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

5/31/2024

Date

Dominion Voting Systems, Inc.

Type or write name of company



Signature of authorized individual

John Poulos

Type or write name of authorized individual