

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment 1") is made and entered into this 13th day of July, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and DOMINION VOTING SYSTEMS, INC., located at 1201 18th Street, Suite 210, Denver, CO 80202, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 19-227, dated 14th May 2019 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide a comprehensive voting system, software, and support to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the maximum compensation and modify equipment quantities under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That the existing Agreement Section Six (6), Page Three (3), Line 26, beginning with the word "In" and ending on Page Three (3), Line Twenty-Seven (27) with the word "Agreement" be deleted and the following inserted in its place:

"In no event shall services performed under this Agreement be in excess of Two Million Nine Hundred Nine Thousand One Hundred Forty-seven and 98/100 Dollars (\$2,909,147.98) during the term of this Agreement."

2. That all references in the Agreement to Exhibit A be changed to read Exhibit A-1, which is attached hereto and incorporated herein.

COUNTY and CONTRACTOR agree that this Amendment 1 is sufficient to amend the Agreement and, that upon execution of this Amendment 1, the Agreement and Amendment 1 together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

John Poulos, President & CEO
Dominion Voting Systems, Inc.

1201 18th St., Suite 210
Denver, CO 80202


COUNTY OF FRESNO

Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:


Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 28500100

Account: 7295

EXHIBIT A-1
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND FRESNO COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing and Deliverable Summary - All pricing in U.S. Dollars.

Description	Qty	Unit Price	Extension
Central Scanning Solution			
ImageCast Central: Canon DR-G1130 scanner, ImageCast Central Software License, Dell All-in-One, iButton programmer and key, cables	4	\$25,000.00	\$100,000.00
ImageCast Central: Canon DR-G1130 spares with Software License	2	\$9,750.00	\$19,500.00
Sub-Total:			\$119,500.00
In-Person Voting Solution			
ImageCast X BMD (21 inch): ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	240	\$3,175.00	\$762,000.00
ICX Technician Smartcard	30	\$8.10	\$243.00
ImageCast Evolution (ICE): Internal Battery, Printer w/Paper roll, 2x Memory Cards and iButtons	60	\$8,200.00	\$492,000.00
Mobile Ballot Printing (MBP) Kit Oki Data C712dn: MBP printer, dell laptop, cables	100	\$5,800.00	\$580,000.00
UPS SMT 1500VA: 1000 watts	55	\$714.00	\$39,270.00
Sub-Total:			\$1,873,513.00
Peripherals			
ATI Accessible Voting Kit for ICX USB	240	\$375.00	\$90,000.00
ImageCast X Voting Booth	240	\$295.00	\$70,800.00
ICX Transport Bag Set	240	\$125.00	\$30,000.00
8GB USB Flash Drive	50	\$16.60	\$830.00
Compact Flash Memory Card 16GB	120	\$36.75	\$4,410.00
ICE I-button Technician Key - Yellow	30	\$25.00	\$750.00
Sub-Total:			\$196,790.00
Election Management Hardware			
Democracy Suite EMS Standard Server Configuration - Up to 22 clients	2	\$17,000.00	\$34,000.00
EMS Client Workstation Configuration Kit	4	\$1,700.00	\$6,800.00

Adjudication Workstation Kit	7	\$1,700.00	\$11,900.00
Reformatting Station Kit	1	\$1,200.00	\$1,200.00
EMS Report Printer	2	\$125.00	\$250.00
Ballot and Report Printer – OKI C712dn	20	\$1,800.00	\$36,000.00
Paper Tray – OKI C712dn	20	\$255.00	\$5,100.00
G1130 Imprinter Kit	6	\$400.00	\$2,400.00
Sub-Total:			\$97,650.00
Software Licenses			
Democracy Suite Standard (EMS) and Automated Test Decks – Initial License Fee	1	\$90,000.00	\$90,000.00
ICC Adjudication Application – Initial License Fee	1	\$75,000.00	\$75,000.00
Mobile Ballot Printing System Application – Initial License Fee	1	\$15,000.00	\$15,000.00
Sub-Total:			\$180,000.00
Estimated Shipping		\$21,945.00	\$21,945.00
Purchase: Year 1 Sub-Total:			\$2,489,398.00
<i>General Discount</i>			(\$715,561.37)
Purchase: Year 1 Final Total:			\$1,773,836.63
<i>Estimated Taxes</i>			\$141,463.47

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Sales taxes are estimated and paid by Customer.

2.1 **Year 1 Payment Schedule**

ID	Payment Invoice Date	Payment Amount
1	System Acceptance	\$709,534.65
2	Certification of the November 2019 Election	\$886,918.32
3	Certification of the March 2020 Election	\$177,383.66
4	Estimated Taxes	\$141,463.47

2.2 Support Services Payment Schedule - Dominion shall provide invoices to the Customer upon completion of the services as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.

Election and Support Services	Qty	Unit Price	Extension
3 Day Election On-Site Support	6	\$17,000.00	\$102,000.00
Election Database Set Up	6	\$25,000.00	\$150,000.00
Train the Trainer: Pollworker	2	\$2,000.00	\$4,000.00
Democracy Suite System Training	5	\$2,000.00	\$10,000.00
ICC Operator Training	1	\$2,000.00	\$2,000.00
ICC Adjudication Training	1	\$2,000.00	\$2,000.00
ICX Operator Training	1	\$2,000.00	\$2,000.00
ICE Operator Training	1	\$2,000.00	\$2,000.00
Sub-Total:			\$274,000.00

2.3 Annual Software License Fees (Beginning in November 2020)

Annual Software Licenses Fees*		Unit Price	Extension
Democracy Suite (EMS)	1	\$18,000.00	\$18,000.00
ICC Adjudication Application	1	\$15,000.00	\$15,000.00
Mobile Ballot Printing Application	1	\$3,000.00	\$3,000.00
ImageCast Central - Firmware	8	\$2,575.00	\$20,600.00
ImageCast X BMD - Firmware	240	\$150.00	\$36,000.00
ImageCast Evolution - Firmware	60	\$228.00	\$13,680.00
Total			\$106,280.00
Estimated Taxes*			\$8,475.83

2.4 Optional Annual Hardware Warranty Fees (Beginning in November 2020)

Annual Warranty Fees*			
ImageCast Central - G1130	8	\$1,500.00	\$12,000.00
ImageCast X - BMD (21")	240	\$155.00	\$37,200.00
ImageCast Evolution	60	\$235.00	\$14,100.00
Total			\$63,300.00

* Dominion reserves the right to increase the Annual Software License and Hardware Warranty Fees up to three percent (3%) of the previous year's fee. Increase in the Annual Software License will see a corresponding increase in the estimated taxes.

3. Detailed Deliverables Description

- 3.1 **ImageCast® Central Scanner (ICC).** Each ImageCast® Central Scanner includes the following components:
- 3.1.1 Canon DR-G1130 high speed document scanner
 - 3.1.2 ImageCast® Central Software
 - 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
 - 3.1.4 iButton Security Key
 - 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
- 3.2 **ImageCast® X (“ICX”).**
- 3.2.1 Application: ImageCast X BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter’s choices, as well as a 2D barcode which is read by Dominion’s ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit.
 - 3.2.2 Components: ImageCast X BMD is composed of a 21” Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6’ cable. 5 smart cards, and 8GB flash drive.
- 3.3 **ImageCast® Evolution (ICE) Scanner and Tabulator** 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:
- 3.3.1 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.
 - 3.3.2 Two (2) Compact Flash 8GB memory cards.
 - 3.3.3 An integrated 19” diagonal full color LCD with built-in touch screen.
 - 3.3.4 An internal thermal printer and one (1) paper roll for generating reports.
 - 3.3.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.
 - 3.3.6 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.

- 3.3.7 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", 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.
- 3.3.8 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.
- 3.3.9 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).
- 3.3.10 ImageCast Evolution is equipped with a textured molded plastic ballot box per ImageCast Evolution unit. Ballot Box is made of a 3 compartments, custom designed for use with the ImageCast Evolution.
- 3.4 **ImageCast® Software.** The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:
- 3.4.1 AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
- 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®.
- 3.5 **Democracy Suite Light Software** consists of the following components:
- 3.5.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICE and ICC units.
- 3.5.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.
- 3.6 **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.

- 3.7 **Mobile Ballot Printing** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.
- 3.8 **Implementation Services and Training.** Dominion will provide the following training as described herein.
- 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 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 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
- 3.8.3 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, troubleshooting and ballot adjudication.
- 3.8.4 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.
- 3.8.5 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX and ICC files, tally and reporting.
- 3.8.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- a. Dominion will coordinate with the State of California and Customer to acquire the State of California certified and approved trusted build.
 - b. Dominion shall provide an Acceptance Test Plan (“ATP”). The ATP shall identify all tests necessary to demonstrate System compliance with the requirements for California and the Customer.
 - c. Dominion shall be responsible for providing all training and training materials required to support the Acceptance testing.
 - d. Dominion and the Customer shall finalize the development of the ATP and procedures prior to the Acceptance testing phase.

- e. Dominion shall assist the Customer in creating an ATP log sheet, to be used as a control sheet showing which System items have been received, tested, and accepted. This log sheet will be completed individually for each item, noting any physical damage, and shall contain the results of each test conducted.
- f. Dominion will provide an ATP log sheet template to the Customer for printing and distribution during the Acceptance test process. For each System item, the Customer, working with a Dominion product specialist, will complete the Acceptance test for each System item. Each form will be signed and stored by the Customer with copies made or scanned for Dominion to ensure that each System component is in proper working order upon receipt and unpacking.
- g. Throughout the Term of the Agreement, after delivery of any Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such components. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after installation.
- h. The Customer will provide Dominion with records that identify units that did not successfully pass Acceptance testing. If defects are uncovered during testing that result in an unsuccessful test, the affected System component(s) will be rejected and the Customer will send a notice to Dominion indicating the issues and reason for rejection. Upon receipt of notice, Dominion will have fifteen (15) business days to repair or replace the System component(s).

3.8.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ICX, troubleshooting and testing.

3.8.8 On-Site Election Day Support. Dominion will provide six (6) days (inclusive of travel) of direct onsite election support for two (2) elections.

3.9 ***Election Ballot Definition Setup.*** Dominion shall provide election setup services and support for the election database creation and ballot review for 6 Elections. Ballot definition services will be provided in English and Spanish and includes the following: Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Customer's expense.

3.10 ***Disposal of Present Voting Systems.*** Dominion and County agree that Dominion shall dispose of the present voting machines possessed by the Customer. Dominion and Customer agree that Customer shall comply with any licensing requirements for the removal of all software/firmware from the previous system, as may be required from the previous license agreement.

3.11 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.

- 3.12 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.13 **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.

Revised Schedule A to Exhibit A-1

Summary of Payment Schedule

	2019	2020	2021	2022	2023	Total
Hardware/Software	\$1,773,836.63	-	-	-	-	\$1,773,836.63
Taxes on Purchase	\$141,463.47	-	-	-	-	\$141,463.47
Staff Training	\$22,000.00	-	-	-	-	\$22,000.00
Annual Licenses	-	\$101,130.00	\$106,280.00	\$109,468.40	\$112,752.45	\$429,630.85
Taxes on Licenses	-	\$8,065.12	\$8,475.83	\$8,730.10	\$8,992.01	\$34,263.06
Warranties	-	\$60,300.00	\$63,300.00	\$65,199.00	\$67,154.97	\$255,953.97
Election Support Services	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	\$84,000.00	\$252,000.00
Total	\$1,979,300.10	\$211,495.12	\$220,055.83	\$225,397.50	\$272,899.43	\$2,909,147.98