FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND DOMINION VOTING SYSTEMS, INC.

This First Amendment is entered into between the County of Shasta, through its County Clerk/Elections Department ("County"), a political subdivision of the State of California, and Dominion Voting Systems, Inc., a Delaware corporation authorized to do business in California by the California Secretary of State ("Contractor").

R E C I T A L S

WHEREAS, County and Contractor have previously entered into an agreement on December 5, 2017 and effective January 1, 2018 for the purpose of leasing the Democracy Suite 5.2 voting system and all associated hardware, software, licenses, and related services. (the "Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to add services by amending Exhibit A for the Special Elections to add a precinct level touchscreen ballot marking device and other related equipment, and to increase the maximum compensation by $264,513.83.

NOW, THEREFORE, the Agreement is amended as follows:

I.   Section 3. Compensation of the Agreement is amended in its entirety to read as follows:

Section 3. COMPENSATION.

Contractor shall be paid $2,105,941.83 for the services and required sales tax for the services described in this agreement. In addition, Contractor shall be reimbursed by County a maximum of $18,000 for the actual cost of the shipping of equipment to County, and a maximum of $139,000 for Special Election setup and database creation services. In no event shall the maximum amount payable under this agreement exceed $2,262,941.83.

II.   Section 4. Billing and Payment of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 4. BILLING AND PAYMENT.

A.   Contractor shall submit an annual invoice in the amount of $245,053.50 to County on January 1 of 2018 and 2019 for the 12-month period of those calendar years, respectively. Contractor shall submit an annual invoice in the amount of $262,321.19 to County on January 1 of each calendar year beginning 2020 for the

Contractor shall also submit an additional invoice for the actual cost of shipping, as outlined in Section 3.A.

C.   For election setup and database creation services that are Special Elections outside the eight (8) Primary and General Elections as defined in Exhibit A. 2.7.6, billing will be calculated on the following base charges, with a minimum charge of $3,500 per election. Contractor shall submit an invoice to County within 30 days of the date of the election.

         (1)   Precincts or Splits 1 through 100: $200/precinct

         (2)   Precincts or Splits 101 through 500: $75/precinct

         (3)   Each Additional Language: 25% of the Base Charge

         (4)   Deduction for No Audio   10% of the Base Charge

D.   County shall make payment within 30 days of receipt of Contractor's correct and approved invoice.

E.   For calendar year 2019 only, Contractor shall submit two additional invoices, the first shall be submitted within 1 week of signing this amendment to the contract for $13,996.41. The second for $3,271.28 shall be submitted within 1 week of County accepting the additional deliverables identified as two ImageCast X BMD Kit and one EMS Client Workstation Kit.

III.   Exhibit A, attached to the Agreement and entitled "Deliverables Description" is replaced with Exhibit A-1, entitled "Deliverables Description," attached hereto and incorporated herein.

IV.   **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V.   **ENTIRE AGREEMENT**

The First Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.
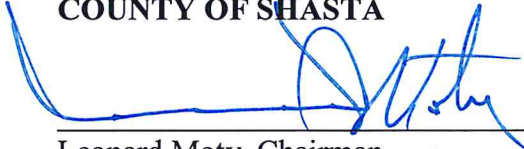
VI.   **EFFECTIVE DATE**

Unless otherwise provided, this in Amendment shall be deemed effective as of the last date it is signed by both Parties.
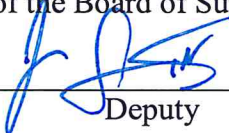
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.
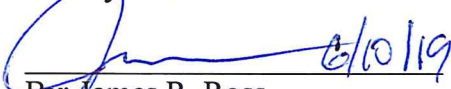
COUNTY OF SHASTA

Date: 6/18/19

Leonard Moty, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: James R. Ross   6/10/19
Assistant County Counsel

RISK MANAGEMENT APPROVAL

By: _____ 06/10/19

INFORMATION TECHNOLOGY APPROVAL

By: Tom Schreiber   6-7-2019
Chief Information Officer

CONTRACTOR

Date: 5/31/19

By: _____
John Poulos
President and CEO
Federal Tax I.D. No.: 27-0565149

EXHIBIT A-1

DELIVERABLES DESCRIPTION

1. **Itemized Deliverables Description**. The System includes the following hardware, software, training, technical support, and other related services for voting, vote counting, and result processing.

DESCRIPTION	QUANTITY	DETAILED DESCRIPTION ITEM NO. (see below)
Central Scanning Solution (Absentee/Vote-by-Mail): Hardware and Software		
ImageCast® Central (ICC) Kit	3 each	2.3, 2.4
In-Person Voting Solution: Hardware and Software		
ImageCast® Evolution (ICE): New	55 each	2.1 (2.1.1 thru 2.1.10)
ICE: Pre-Owned	40 each	2.1
ICE Plastic Ballot Box	95 each	2.2
Audio Tactile Interface (ATI) Accessible Voting Kit	95 each	2.1.11
ICE Tech Key (yellow)	10 each	2.6.5
ICE Memory Cards: 8GB	190 each	2.6.4
ImageCast® X BMD Kit	2 each	2.9 (2.9.1 thru 2.9.3)
Election Management: Hardware and Software		
Democracy Suite® Election Management System (EMS) Standard Server Configuration Kit (up to 7 clients)	3 each	2.6.1, 2.6.6 thru 2.6.8
EMS Client Workstation Kit	3 each	2.6.2
Adjudication Workstation Kit	2 each	2.6.3
EMS Report Printer	1 each	2.6.9
Software		
Democracy Suite® EMS Light - Level 4	1 each	2.5
ICC Adjudication Application - Level 4	1 each	2.5.3
ImageCast Remote UOCAVA/RAVBM	1 each	5.2
Support Services: Implementation		
Implementation Project Management	120 hours	2.7.1
Support Services: Training		
System Acceptance Testing Training	16 hours	2.7.2, 2.7.3
Democracy Suite Result, Tally, and Report	24 hours	2.5.2
ICE Operator Training	8 hours	2.7.4
ICC Operator Training	8 hours	2.7.4
ICC Adjudication Training	8 hours	2.7.4
Train-the-Trainer: Poll Worker	8 hours	2.7.4
Election Support		
Election Set Up (ballot layout, test deck, media)	8 elections	2.7.6
3-Day On-Site Election Support	2 elections	2.7.5
Shipping		
Initial Shipping	1	2.8

2. Detailed Deliverables Description.

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

2.1.1 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.

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

2.1.3 An integrated 19" diagonal full color Liquid Crystal Display (LCD) with built-in touch screen.

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

2.1.5 An integrated inkjet printer for producing marked paper ballots during the accessible voter sessions.

2.1.6 Two (2) administrative security keys (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.

2.1.7 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.

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

2.1.9 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®.

2.1.10 The ICE 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 ICE 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 ICE 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).

2.1.11 ATI is included with the ICE. The ATI connects to the ICE 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.

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

2.3 ***ICC*** is a commercial off-the-shelf digital scanner configured to work with the ICC Software for high speed ballot tabulation. The ICC Scanner includes the following components:

2.3.1 Canon DR-G1130 high speed document scanner.

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

2.3.3 iButton Reader/Writer used with Democracy Suite® to transfer security and election information to the iButtons for use with the ICC.

2.4 ***ICE and Central Scanner Software*** allows the system to evaluate scanned images that were taken in order to determine voter intent for tabulation purposes.

2.5 ***Democracy Suite® EMS Software*** consists of the following components:

2.5.1 Election File and iButton Creation, which enables County to create Election Files and iButtons from Democracy Suite® to load on the ICE and ICC units.

2.5.2 Results, Tally and Report Client Application, used for the tally, reporting and publishing of election results.

2.5.3 ImageCast® Adjudication Application is a client and server application used to review and adjudicate ICC 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.

2.6 ***EMS System Hardware***, required for operating the Democracy Suite® software system, includes the following:

    2.6.1   EMS server.

    2.6.2   EMS workstation.

    2.6.3   Adjudication workstation.

    2.6.4   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®.

    2.6.5   iButton Reader/Writers used to transfer security and election information to the iButtons for use with the ICE and ICC.

    2.6.6   Dell Switch Port 2.

    2.6.7   Network Cables Category 6, Unshielded Twisted Pair (CAT6 UTP) Patch Cables (12 Units).

    2.6.8   Structured Query Language (SQL) Server License for defined System configuration.

    2.6.9   EMS report printer.

2.7 ***Implementation Services and Training*** provided during the implementation phase are as follows:

    2.7.1   Project Management Support: Contractor will provide project management support to oversee implementation of and the general operations of the System. Contractor shall designate a Dominion Project Manager (DPM) who 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 which includes a training and delivery schedule. If the Parties are unable to agree to a training and delivery schedule County is entitled, in its sole discretion, to establish one. 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.

2.7.2 System Acceptance Testing Support: After delivery of the System, County will conduct acceptance testing of the System, including all software and hardware, in accordance with the acceptance criteria developed and updated by Contractor. Acceptance testing shall occur no later than ten (10) County business days after installation of the System at a time mutually agreed upon by the Parties. If the Parties are unable to agree to a training and delivery schedule County is entitled, in its sole discretion, to establish one. Contractor will provide direct onsite training and support during the System acceptance testing period.

2.7.3 EMS Server Installation, Configuration, and Testing: Contractor will provide a minimum total on one (1) day of direct onsite support for EMS server installation, configuration, and testing.

2.7.4 System Training and Documentation: Prior to delivery, Contractor shall prepare a training plan and proposed schedule for review and approval of County and shall provide copies of training materials for County review and approval. Contractor shall provide County with one reproducible electronic copy of the System user manual(s). Contractor shall designate a qualified and experienced trainer and provide County with the designated trainer's resume for approval prior to the start of training.

2.7.5 On-Site Election Day Support: Contractor shall provide three (3) days (inclusive of travel) of direct onsite election support for two (2) elections.

2.7.6 Election setup and database creation services: Contractor shall provide election setup services and support for the election database creation and ballot review for eight (8) elections (Primary & General Elections for 2018, 2020, 2022, & 2024). Ballot definition services will be provided in English only and will include 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.

2.8 **_Initial Shipping_** includes the actual cost of shipping all equipment and supplies from Contractor to County prior to System Acceptance by County.

2.9 **_ImageCast Remote Voting (UOCAVA/RAVBM) System_** 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.

2.10 ***ImageCast X BMD Kit (Hardware and Software)*** is a precinct level touchscreen ballot marking device that allows voters to mark, review, and print their ballot. Each ICX provided to County shall consist of the following items:

2.10.1 Commercial off-the-shelf tablet configured to work with the ICX Software as the ballot marking device.

2.10.2 Five (5) voter activation cards that are used to activate the voter's corresponding ballot on the ICX.

2.10.3 ICX ballot printer.