

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

This Second 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").

RECITALS

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 "Original Agreement"); and

WHEREAS, County and Contractor previously amended the Agreement on and effective June 18, 2019 to add services by amending Exhibit A for the Special Elections and to add a precinct level touchscreen ballot marking device and other related equipment, and to increase the maximum compensation by \$262,941.83 (the "First Amendment"); and

WHEREAS, County and Contractor desire to amend the Agreement to update services and other related equipment, and to decrease the maximum compensation by \$6,002.53; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the Agreement.

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 \$2,099,939.30 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 \$2,256,939.30.

- II. Section 4., "Billing and Payment," of the Agreement is amended in its entirety 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 invoice in the amount of \$262,321.19 to County on January 1, 2020. Contractor shall submit an annual invoice on beginning on January 1, 2021 for \$266,048.69 for the time this agreement is in effect, for the 12-month period of each such calendar year, respectively.
- B. For calendar year 2018 only, Contractor shall submit the 2018 invoice within 1 week of County accepting delivery and completion of the successful testing by Contractor performed on each component of the System as outlined in Exhibit B. 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., Section 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 invoice for \$3,271.28 shall be submitted within 1 week of County accepting the additional deliveries identified as two ImageCast X BMD Kits and one EMS Client Workstation Kit.

- III. Exhibit A, attached to the Agreement and entitled "Deliverables Description" is effective from January 18, 2018 through June 17, 2019. Exhibit A-1 is effective from June 18, 2019 through December 31, 2020. Exhibit A-2, "Deliverables Description," attached hereto and incorporated herein, is effective January 1, 2020,. All references to Exhibit A shall be considered a reference to the Exhibits described in this section for the applicable time period.
- IV. Section 28., "Counterparts/Electronic, Facsimile, and PDF Signatures," is added to read in its entirety as follows:

Section 28. COUNTERPARTS/ELECTRONIC, FACSMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

V. **REAFFIRMATION**

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

VI. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this Second 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 Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: 12/14/21



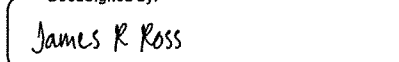
_____, Chair
Board of Supervisors
County of Shasta
State of California

ATTEST:

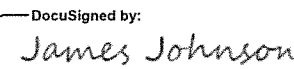
MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: 
Deputy

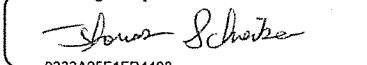
Approved as to form:
RUBIN E. CRUSE, JR
County Counsel


By: James R. Ross
Assistant County Counsel


RISK MANAGEMENT APPROVAL

DocuSigned by:
By: 
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INFORMATION TECHNOLOGY APPROVAL


By: Tom Schreiber
Chief Information Officer

CONTRACTOR

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

Date: 12/02/2021 | 3:42 PM PST

EXHIBIT A-2**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	5 each	2.3, 2.4
In-Person Voting Solution: Hardware and Software		
ImageCast® Evolution (ICE): New	43 each	2.1 (2.1.1 thru 2.1.10)
ICE: Pre-Owned	32 each	2.1
ICE Plastic Ballot Box	75 each	2.2
Audio Tactile Interface (ATI) Accessible Voting Kit	75 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
MBP Client Workstation Kit	2 each	2.10 thru 2.10.2
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	2.9
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 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:
 - 2.9.1 Commercial off-the-shelf tablet configured to work with the ICX Software as the ballot marking device.
 - 2.9.2 Five (5) voter activation cards that are used to activate the voter's corresponding ballot on the ICX.
 - 2.9.3 ICX ballot printer
- 2.10 ***Mobile Ballot Printer Kit (Hardware and Software)*** (MBP) is a laptop and printer workstation that corresponds with EED software and the election project to securely print ballots for each election. Each MBP provided to the County shall consist of

following items:

2.10.1 Commercial off-the-shelf laptop workstation configured to work with the MBP software.

2.10.2 Commercial off-the-shelf printer configured to work with the MBP software.

2.10.3 Mobile Ballot Printer Software Application that is compatible with the EED software.

Certificate Of Completion

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jfrancescut@co.shasta.ca.us

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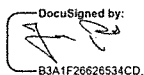
John Poulos

mike.frontera@dominionvoting.com

EVP & General Counsel

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Tom Schreiber

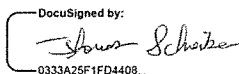
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Information Technology Department

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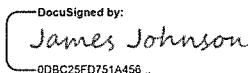
James Johnson

JDJohnson@co.shasta.ca.us

Risk Management Analyst III

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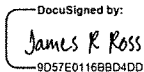
James R Ross

jross@co.shasta.ca.us

Assistant County Counsel

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County Counsel Group countycounsel@co.shasta.ca.us Senior Deputy County Counsel Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/6/2021 9:08:21 AM ID: 35ef8783-4ad6-4a80-9286-e513b6b572cd	Status <div>COPIED</div>	Sent: 12/6/2021 9:08:11 AM Viewed: 12/6/2021 9:08:41 AM
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Shasta (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Shasta:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jhope@co.shasta.ca.us

To advise County of Shasta of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jhope@co.shasta.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Shasta

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jhope@co.shasta.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Shasta

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jhope@co.shasta.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Shasta as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Shasta during the course of your relationship with County of Shasta.

