

Attachment D

Second Amendment to the Voting Systems and
Services Agreement

SECOND AMENDMENT

VOTING SYSTEM ACQUISITION AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND COUNTY OF SANTA BARBARA

This Second Amendment to the Voting System Acquisition Agreement (“Second Amendment”) is made and entered into as of the date signed by the County of Santa Barbara (the “Second Amendment Effective Date”) by and between the County of Santa Barbara (“Customer”) and Dominion Voting Systems, Inc. (“Dominion”)

RECITALS

WHEREAS, effective September 17, 2019, the Customer and Dominion entered into a Voting System and Services Agreement (the “Original Agreement”);

WHEREAS, effective April 30, 2020, the Customer and Dominion entered into a First Amendment to the Voting System and Services Agreement (“First Amendment”);

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

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 Customer and Dominion agree as follows:

AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Amendment of Exhibit C.** Section 4.1 of Exhibit C is hereby amended to read as follows:
“The total amount paid under this Agreement, including cost reimbursements, is not to exceed \$3,500,000. This total amount includes the amounts in Exhibits C, C-1 and C-2.”
- 3. Addition of Exhibit C-2.** Exhibit C-2, attached hereto and incorporated by this reference, is hereby added to the Agreement immediately following Exhibit C-1. All references to “Exhibit C” in the Agreement are hereby replaced with references to “Exhibit C, Exhibit C-1 and Exhibit C-2.”
- 4. Addition to Exhibit A.** The deliverables described in Exhibits C-1 and C-2 are added to Exhibit A, Statement of Work.
- 5. Substitution of Customer Representative.** Paragraphs 3 and 29 of the Agreement and Section 4.3 of Exhibit A to the Agreement are amended to change the Customer Representative from “Renee Bischof” to “Michael Daly.” The e-mail address in Section 4.3 of Exhibit A is changed to mdaly@countyofsb.org.

6. **Additional Terms.** The following paragraphs are hereby added to the Agreement following Paragraph 48 thereof:

49. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

1. Dominion is prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or retain; or
- c. Enter into a contract (or extend or renew a contract)

to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. As described in Public Law 115-232, section 889, covered telecommunications equipment or services means the following:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

50. Domestic Preferences for Procurement.

1. As appropriate and to the extent consistent with law, Dominion should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
7. **All Other Terms.** Except as expressly amended in this Second Amendment, all other Agreement terms shall remain in full force and effect.
8. **Execution in Counterparts.** The Second Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective as of the Second Amendment Effective Date.


COUNTY OF SANTA BARBARA

CONTRACTOR

COUNTY BOARD OF SUPERVISORS

DOMINION VOTING SYSTEMS, INC


By: 
Steve Lavignino, Chair
Board of Supervisors

By: 
John Poulos, President & CEO

Date: 9-10-24

Date: 8/15/2024 | 3:04 PM PDT


ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

RECOMMENDED FOR APPROVAL:
JOSEPH E. HOLLAND
CLERK-RECORDER-ASSESSOR

By: 
Risk Management

By: 
Clerk, Recorder, and Assessor

EXHIBIT C-2

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND COUNTY OF SANTA BARBARA

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.

DESCRIPTION ¹	QTY	UNIT PRICE	EXTENSION
Central Scanning: Absentee / Vote By Mail Hardware			
ImageCast HiPro 1.2.2.1	1	\$220,000.00	\$220,000.00
		Sub-total:	\$220,000.00
In-Person Voting: Polling Location Hardware			
ImageCast Ballot Marking Device Printer Kit – M404dn + Extended Tray	180	\$775.00	\$139,500.00
Transport Bags – 1 BMD Printer & 1 Ext. Tray Sleeve	180	\$141.24	\$25,423.20
		Sub-Total:	164,923.20
Election Management Hardware			
EMS Standard Server Kit	3	\$25,000.00	\$75,000.00
EMS Client Workstation Kit	3	\$2,200.00	\$6,600.00
EMS Adjudication Workstation Kit	4	\$2,025.00	\$8,100.00
		Sub-total	\$89,700.00
Estimated Shipping			
Shipping (estimated)	1	\$21,550.00	\$20,550.00
		Sub-total:	\$20,550.00
Discount			(\$36,000.00)
Purchase Total			\$459,173.20

¹ System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer’s state, may be substituted by Dominion. Certain components will be delivered following certification by the California Secretary of State.

Customer remains in possession of previously purchased equipment that Customer will no longer be using for election purposes. Upon delivery of the new equipment listed above, Customer agrees that it will immediately delete all software from the previously purchased equipment that is no longer being used for election purposes.

ANNUAL FEES

Annual Fees shall commence on July 01, 2025.

DESCRIPTION ²	QTY	UNIT PRICE	EXTENSION
Annual Licenses			
ImageCast Central Annual Firmware License - HSS	1	\$20,000.00	\$20,000.00
		Sub-total:	\$20,000.00
Annual Warranties			
ImageCast Central Annual Hardware Warranty - HSS	1	\$12,000.00	\$12,000.00
		Sub-total:	\$12,000.00
		Annual Total	\$32,000.00

² 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. **Payment and Delivery Schedule** - Dominion shall provide invoices to Customer as described below. COUNTY's Representative shall evaluate the deliverables and if found to be satisfactory shall initiate payment processing. Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.

Deliverable Name	Expected Delivery Date	Estimated Invoice Date	Amount	Tax Amount	Total
Absentee / Vote By Mail Hardware	No later than 9/1/2024	Upon effective date of contract	\$ 220,000.00	\$ 19,250.00	\$ 239,250.00
Polling Location Hardware and Election Management Hardware	No later than 12/1/2024	Upon acceptance of hardware	\$239,173.20	\$19,129.53	\$258,302.73
Annual Fees	N/A	July 1, 2025	\$32,000.00 ³	\$2,800.00	\$34,800.00

³ 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.

3. **Product Description**

3.1. *Product Description*

- **ImageCast® HiPro 1.2.2.1.** Dominion shall provide the ImageCast® HiPro 1.2.2.1 for use by the Customer. The ImageCast® Central Scanner is a commercial off-the-shelf digital scanner configured to work with the

ImageCast® Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

- interscan HiPRO Series high speed scanner
- ImageCast® Central Software including third party software
- Dell workstation with pre-loaded software
- iButton Security Key
- iButton Programmer with iButton Key Switch used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

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

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

3.4. ***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.