

Attachment B

Voting Systems and Services Agreement

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

This Agreement, dated this 17th day of September, 2019 (the "Effective Date"), for voting system, licenses and related services and solutions is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("DOMINION" or "LICENSOR"). This Agreement may refer to DOMINION and the COUNTY together as the "Parties," or may refer to DOMINION or the COUNTY individually as a "Party."

WHEREAS, the COUNTY desires to purchase a voting system, licenses and related services and solutions; and

WHEREAS, DOMINION designs, manufactures, sells and/or licenses, and provides ongoing solutions for voting systems;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, DOMINION agrees to license and/or sell and furnish to COUNTY the System (as defined herein), including the products and services described more fully below:

1. **Composition of Agreement.** Exhibits A through D are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits:

Exhibit A:	Statement of Work
Exhibit B:	Software License Terms and Conditions
Exhibit C:	Pricing and Payment Schedule
Exhibit D:	Insurance and Indemnification Requirements

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

- 2.1. "Party" or "Parties" DOMINION or LICENSOR and COUNTY may hereinafter be referred to individually as a Party and collectively as the Parties.

- 2.2. "Dominion Software" means software and firmware programs licensed to the COUNTY by DOMINION/LICENSOR, in object form, and any associated documentation including the following:

- 2.2.1. Democracy Suite® Software, DOMINION's election management software associated with the ImageCast® voting system which includes Election Event Designer and Results Tally and Reporting as part of the Democracy

Suite Standard as well as the optional software which includes ImageCast® Adjudication, Automated Test Deck, ImageCast® Remote, Mobile Ballot Printing, and Ballot Audit and Review Module.

- 2.2.2. ImageCast® Software, the software/firmware designed for use in the ImageCast® X and ImageCast® Central voting system.
- 2.3. "Dominion Hardware" means the hardware as described in Exhibit A Statement of Work.
- 2.4. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
- 2.5. "License" has the meaning set forth in Exhibit B Software License Terms and Conditions.
- 2.6. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
- 2.7. "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which DOMINION provides to COUNTY pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.
- 2.8. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by DOMINION hereunder.
- 2.9. "Election" means a single election event administered by COUNTY including any absentee, early or vote-by-mail voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event including, without limitation, run-offs or recall and replacement elections. Any follow-on event shall be considered an Election in and of itself.
- 2.10. "Specifications" means descriptions and data regarding the features, functions and performance of the Dominion Hardware or Dominion Software, as set forth in user manuals or other applicable documentation provided by DOMINION.
- 2.11. "Acceptance" and variations thereof, mean the successful completion of the acceptance testing of functionality performed on each component of Dominion Hardware and Dominion Software, after delivery in accordance with testing criteria developed and updated by DOMINION and agreed upon by COUNTY, and the occurrence of other events defined in Section 12 Acceptance and Exhibit A Statement of Work.

3. **Designated Representative.** Renee Bischof at phone number (805)696-8963 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Melissa Romero at (505) 934-9933 is the authorized representative for DOMINION. Changes in designated representatives shall be made only after advance written notice to the other party.
4. **Scope of Services.**
 - 4.1. COUNTY hereby purchases and DOMINION hereby sells to COUNTY a voting system including hardware components and accessories, software, and services as specifically set forth in Exhibit A Statement of Work attached hereto.
 - 4.2. Upon mutual execution of this Agreement, DOMINION grants to the COUNTY, and the COUNTY accepts a non-exclusive, non-transferable, License to use the Dominion Software subject to the terms and conditions of the Software License Terms and Conditions attached hereto as Exhibit B.
 - 4.3. DOMINION shall provide Dominion Hardware Warranty Services as outlined in Section 13 Warranties of this Agreement.
5. **Term of Agreement.** The term of this Agreement ("Term") shall begin on the Effective Date and expire December 31, 2028 with the option to extend the Term for an unlimited number of two year terms if agreed to by both parties. The Licenses, warranties and/or maintenance agreements authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.
6. **Compensation of DOMINION.** In full consideration for DOMINION's services, DOMINION shall be paid for performance under this Agreement in accordance with the terms of Exhibit C Pricing and Payment Schedule attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 29 Notices following completion of the increments identified on Exhibit C Pricing and Payment Schedule. Unless otherwise specified on Exhibit C Pricing and Payment Schedule, payment shall be net thirty (30) days from receipt of invoice.
7. **Taxes.** COUNTY is responsible for all sales, excise, personal property, or other taxes or duties on products or services provided under this Agreement. If COUNTY is exempt from such taxes or duties, COUNTY shall provide DOMINION with a tax exemption certificate.

DOMINION shall pay all employment related taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on DOMINION's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, DOMINION agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited

to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

8. DOMINION's Responsibilities. DOMINION shall:

- 8.1. Deliver the System and fulfill the installation plan services as described in Exhibit A Statement of Work.
- 8.2. Appoint a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project as further described in Exhibit A Statement of Work.
- 8.3. Provide the COUNTY with a Dominion Software License as described in Exhibit B Software License Terms and Conditions.
- 8.4. Provide the COUNTY with one (1) hard copy and one (1) reproducible electronic copy of the user documentation for all Dominion Software and all Dominion Hardware included in this Agreement.
- 8.5. Assist in the Acceptance Testing process as required by Exhibit A Statement of Work.
- 8.6. Provide the following components for printing facilities certification:
 - 8.6.1. Provide technical specification requirements for certification to the prospective printers.
 - 8.6.2. Perform off-site quality control on initial test run of ballots from printers including multiple tabulation sessions.
 - 8.6.3. The certified Printing Facility must agree to source the paper used for ballots with the ImageCast® from a paper manufacturer selected by DOMINION, such paper manufacturer having met DOMINION's technical paper specifications.
- 8.7. Provide invoices to COUNTY pursuant to the payment schedule described in Exhibit C Pricing and Payment Schedule.

9. COUNTY's Responsibilities. COUNTY shall:

- 9.1. Pay invoices in a timely manner and in accordance with Section 6 Compensation of DOMINION and the schedule and terms described in Exhibit C Pricing and Payment Schedule.
- 9.2. Appoint a customer project manager ("Customer Project Manager"), who is able to fulfill the duties set forth in Exhibit A Statement of Work.
- 9.3. Conduct Acceptance testing process as required by Section 12 Acceptance and Exhibit A Statement of Work.

- 9.4. COUNTY shall provide reasonable access and entry into all COUNTY property required by DOMINION to provide the goods and perform the services described in this Agreement. All such access and entry shall be provided at COUNTY's expense.
- 9.5. When applicable, for election setup and database creation services as described in Exhibit A Statement of Work, the COUNTY shall review and approve or identify issues to all DOMINION deliverables related to such service within three (3) business days of receipt by the COUNTY. In the event the COUNTY discovers an issue, it shall provide written notice to DOMINION immediately following the discovery of any issue and DOMINION shall rectify the issue at no additional cost to the COUNTY. In the event the COUNTY approves the deliverable and subsequent to such approval, requests that a change be made to the deliverable, then DOMINION may provide the change at an additional cost based upon DOMINION's then current published service rates.
10. **System Compliance.** DOMINION represents that the System complies with all applicable State of California laws, including by not limited to, those voting system requirements as set forth in the California Elections Code and the Help America Vote Act of 2002, in effect as of the date the System was certified by the State of California, and as of the date of any subsequent State certifications. If the foregoing representation is determined to be knowingly false, DOMINION shall pay for the cost of any upgrade or retrofit of the System or its component parts determined to be necessary to meet certification or to otherwise make the System compliant. Notwithstanding the foregoing, if the failure of the System to comply with the foregoing representation was caused solely by the COUNTY's violation of the terms of Exhibit B Software License Terms and Conditions, DOMINION will not be obligated to upgrade, retrofit, or replace the System to make it compliant.

Notwithstanding any other terms of this Agreement, DOMINION shall not provide, and shall not be obligated to provide under this Agreement any hardware or software, including any upgrade, enhancement or other update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

11. **Title, Ownership of Documents and Intellectual Property, and Risk of Loss.**

- 11.1. Title to the System, Excluding All Software. Title to the System, or any portion thereof, excluding software and firmware, will pass to COUNTY upon delivery.
- 11.2. Software. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this Agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of DOMINION, or any third party that owns such software.
- 11.3. Ownership of Documents and Intellectual Property. COUNTY shall be the owner of any items specifically designed for and provided to the COUNTY upon production, whether or not completed from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to

completion. DOMINION shall not release any of such items to other parties except after prior written approval of COUNTY.

DOMINION warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. DOMINION at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by DOMINION hereunder infringe upon intellectual or other proprietary rights of a third party, and DOMINION shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

"Copyrightable Works and Inventions" means all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by DOMINION pursuant to this Agreement.

- 11.4. Risk of Loss. DOMINION shall bear the responsibility for all risk of physical loss or damage to each portion of the System until Delivery Acceptance as further described in Exhibit A Statement of Work of such portion. COUNTY shall provide DOMINION with a single location for shipment and DOMINION shall not be responsible for shipping to more than one location. To retain the benefit of this clause, COUNTY shall notify DOMINION of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by DOMINION.

12. **Acceptance.**

- 12.1. Delivery Acceptance of Dominion Hardware. After delivery of Dominion Hardware, the COUNTY will conduct delivery acceptance of such units to confirm the units have arrived with no visible signs of damage ("Delivery Acceptance") as further defined in Exhibit A Statement of Work, in accordance with the acceptance criteria developed and updated, from time to time, by DOMINION. Such Delivery Acceptance shall occur at a time mutually agreed upon by the Parties, but must be completed no later than ten (10) business days after delivery.
- 12.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsection 12.1, upon completing the installation of the System, the COUNTY will conduct System acceptance testing as further defined in Exhibit A Statement of Work, according to the acceptance test procedures developed and updated, from time to time, by DOMINION. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than twenty (20) business days after installation of the unit.

13. Warranties.

- 13.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B Software License Terms and Conditions.
- 13.2. Third Party Products. The warranties in this Section 13 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to COUNTY all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 13.3. Dominion Hardware Warranty Terms. DOMINION warrants that when used with the hardware and software configuration purchased through or approved by DOMINION, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by DOMINION. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance or through any extended warranty period.
- 13.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, DOMINION shall provide a replacement for the Dominion Hardware component or, at DOMINION's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by DOMINION for use with the Dominion Hardware. The repaired or replacement component will be subject to the same Acceptance testing process as the initial delivery. The following conditions apply to the Dominion Hardware warranty:
 - 13.4.1. The Dominion Warranty Services shall be provided by DOMINION at no additional cost to COUNTY until one year after Acceptance.
 - 13.4.2. If COUNTY elects to purchase the optional extended warranty periods, Dominion Warranty Services shall be provided by DOMINION as of the day the initial period ends and will remain in effect during the Term of the Voting System Agreement, unless otherwise terminated, and provided the COUNTY pays the annual fees per the pricing and terms of Exhibit C Pricing and Payment Schedule.
 - 13.4.3. DOMINION shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the Agreement Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. DOMINION shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at DOMINION's then current time and material rates. There are no

additional charges for parts covered by this warranty.

13.4.4. During the initial included one-year warranty period, DOMINION shall bear the shipping costs for COUNTY to return the malfunctioning item of Dominion Hardware to DOMINION and the cost for ground-shipping the repaired or replaced item of Dominion Hardware to COUNTY. During the subsequent optional extended warranty periods, COUNTY shall bear the shipping costs to return the malfunctioning item of Dominion Hardware to DOMINION, and DOMINION shall bear the costs for ground-shipping the repaired or replaced item of Dominion Hardware to COUNTY. Shipping costs are based on ground service rates. If faster shipping service is required, the expedited shipping cost shall be at the COUNTY's expense.

13.4.5. The following services are not covered by this Agreement, but may be available at DOMINION's current time and material rates:

13.4.5.1. Replacement of consumable items including but not limited to batteries, paper rolls, seals, smart cards, removable memory devices, scanner rollers, or any other consumable;

13.4.5.2. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

13.4.5.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

13.4.5.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

13.5. At no additional charge to COUNTY, DOMINION will provide a three-year third party warranty for all Dell products not covered under the Dominion Hardware Warranty Services.

13.6. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

14. **Force Majeure.** Should any circumstances beyond the control of DOMINION or COUNTY occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include,

without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both DOMINION and COUNTY. DOMINION shall not be liable under this Agreement for any loss or damage to the COUNTY due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

15. **Indemnification and Insurance.** CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit D Insurance and Indemnification Requirements attached hereto and incorporated herein by reference.

16. **Confidential Information.**

- 16.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 16.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.
- 16.2. COUNTY acknowledges that the Software and related documentation (collectively, the "Information") (i) constitutes confidential and proprietary trade secrets, disclosure of which would materially injure LICENSOR's business and competitive position, and (ii) is exempt from disclosure under the terms of any applicable freedom of information, open public records act or similar statute.
- 16.3. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
- 16.4. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 16.5. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 16.6. The Parties understand and agree that COUNTY is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the COUNTY in this Agreement shall be governed by provisions of applicable Public

Record Laws. The Parties understand this Agreement is not confidential.

- 16.7. Any specific information that DOMINION claims to be confidential must be clearly identified as such by DOMINION. To the extent consistent with Public Record Laws, COUNTY shall maintain the confidentiality of all such information marked by DOMINION as confidential. If a request is made to view such Confidential Information, COUNTY will notify DOMINION of such request and the date the information will be released to the requestor unless DOMINION obtains a court order enjoining such disclosure. If DOMINION fails to obtain such court order enjoining such disclosure, the COUNTY will release the requested information on the date specified. Such release shall be deemed to have been made with DOMINION's consent and shall not be deemed to be a violation of law or this Agreement.
17. **Limitation of Liability.** Excluding for the indemnification obligations contained in this agreement, DOMINION's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed twice the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
18. **Reserved**
19. **Non-Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that DOMINION may assign the proceeds of this Agreement to a financial institution without prior consent of the COUNTY but with prior written notice to COUNTY. Any attempt to so assign, subcontract or transfer without the required consent shall be void and without legal effect and shall constitute grounds for termination.
20. **Termination.**
 - 20.1. By COUNTY. COUNTY may, by written notice to DOMINION, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of DOMINION to fulfill the obligations herein.
 - 20.1.1 **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, DOMINION shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. No costs

incurred after the effective date of the termination shall be compensated. In the event of a termination for the convenience of the COUNTY, the COUNTY shall pay DOMINION an amount equal to all non-recoverable costs for goods and services necessarily incurred by DOMINION or expended by DOMINION prior to notice of termination.

20.1.2 **For Non Appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify DOMINION of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.

20.1.3 **For Cause.** Should DOMINION default in the performance of this Agreement or materially breach any of its provisions (hereinafter "Default"), which Default is not cured by DOMINION within thirty (30) days of receiving written notice of the Default from the COUNTY, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, DOMINION shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the Default notice is received by DOMINION, unless the notice directs otherwise.

20.2. By DOMINION. Should COUNTY fail to pay DOMINION all or any part of the payment set forth in Exhibit C Pricing and Payment Schedule, DOMINION may, at DOMINION's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

20.3. Upon Decertification. Should any component of the System become decertified at any time during the Term, DOMINION must notify COUNTY in accordance with Section 29 Notices within seven (7) business days. It will be at the sole option of COUNTY whether or not the Agreement or any portion hereof shall be terminated.

20.4. Upon termination, DOMINION shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by DOMINION specifically for the COUNTY in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit DOMINION to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay DOMINION for satisfactory services performed and deliverables accepted to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall DOMINION be paid an amount in excess of the

full price under this Agreement nor for profit on unperformed portions of service. DOMINION shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by DOMINION. In the event of a dispute as to the reasonable value of the services rendered by DOMINION, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

21. **Section Headings.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
22. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.
23. **Survival.** The provisions of the following sections shall survive the expiration or termination of this Agreement:

Section 2	Definitions
Section 11.1	Title to the System, Excluding All Software
Section 11.3	Ownership of Documents and Intellectual Property
Section 13	Warranties
Section 14	Force Majeure
Section 15	Indemnification and Insurance
Section 16	Confidential Information
Section 17	Limitation of Liability
Section 22	Legality and Severability
Section 25	California Law and Jurisdiction
Section 27	No Waiver of Default
24. **Compliance with Law.** DOMINION shall, at its sole cost and expense, comply with all county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of DOMINION in any action or proceeding against DOMINION, whether COUNTY is a party thereto or not, that DOMINION has violated any such ordinance or statute, shall be conclusive of that fact as between DOMINION and COUNTY.
25. **California Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa

Barbara County, if in federal court.

26. **Execution of Counterparts.** This Agreement 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.
27. **No Waiver of Default.** The waiver by either Party of a breach of a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party. Every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
28. **Independent Contractor.** It is mutually understood and agreed that DOMINION (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which DOMINION shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that DOMINION is performing its obligations in accordance with the terms and conditions hereof. DOMINION understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. DOMINION shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, DOMINION shall be solely responsible and save COUNTY harmless from all matters relating to payment of DOMINION's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, DOMINION may be providing services to others unrelated to the COUNTY or to this Agreement.
29. **Notices.** All notices required or permitted to be given hereunder shall be given to the respective Parties in writing and shall be deemed to have been given when personally delivered or with postage prepaid by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to DOMINION:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202

If to COUNTY via Overnight Courier:

Santa Barbara County, Office of Elections
Attention: Renee Bischof
4440-A Calle Real
Santa Barbara, CA 93110

If to COUNTY via USPS:

Santa Barbara County, Office of Elections
Attention: Renee Bischof
PO Box 61510
Santa Barbara, CA 93160-1510

or at such other address or to such other person that the Parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

30. **Entire Agreement.** In conjunction with the matters considered herein, this Agreement and its Exhibits incorporated herein by reference contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
31. **Third Party Beneficiary.** No person shall be a third party beneficiary pursuant to this Agreement. No obligation of DOMINION or COUNTY may be enforced against DOMINION or COUNTY, as applicable, by any person not a party to this Agreement.
32. **Standard of Performance.** DOMINION represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, DOMINION shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which DOMINION is engaged.
33. **Debarment and Suspension.** DOMINION certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. DOMINION certifies that it shall not contract with a subcontractor that is so debarred or suspended.
34. **Conflict of Interest.** DOMINION covenants that DOMINION presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

DOMINION further covenants that in the performance of this Agreement, no person having any such interest shall be employed by DOMINION. DOMINION must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by DOMINION if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to DOMINION in writing.

35. **No Publicity or Endorsement.** DOMINION shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. DOMINION shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing DOMINION. DOMINION shall not in any way contract on behalf of or in the name of COUNTY. DOMINION shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.
36. **County Property and Information.** All of COUNTY's property, documents, and information provided for DOMINION's use in connection with the services shall remain COUNTY's property, and DOMINION shall return any such items whenever requested by COUNTY and whenever required according to Section 20 Termination of this Agreement. DOMINION may use such items only in connection with providing the services. DOMINION shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.
37. **Records, Audit, and Review.** DOMINION shall keep such business records specifically related to this Agreement as would be kept by a reasonably prudent practitioner of DOMINION's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records specifically related shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records specifically related at any time during DOMINION's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), DOMINION shall be subject to the examination and audit of items specifically related to this Agreement by the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). DOMINION shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.
38. **Nondiscrimination.** COUNTY hereby notifies DOMINION that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and DOMINION agrees to comply with said ordinance.
39. **Nonexclusive Agreement.** DOMINION understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by DOMINION as the COUNTY

desires.

40. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
41. **Time is of the Essence.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
42. **Successors and Assigns.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.
43. **Authority.** All signatories and Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, DOMINION hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which DOMINION is obligated, which breach would have a material effect hereon.
44. **Precedence.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
45. **Mandatory Disclosure.** DOMINION must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. DOMINION is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)
46. **Procurement of Recovered Materials.** DOMINION shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

47. Prohibition of Expending Local Agency State or Federal Funds for Lobbying.

- A. DOMINION, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - 1.No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of DOMINION to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2.If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; DOMINION shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. DOMINION also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.


- 48. Clean Air Act and Federal Water Pollution Control Act.** DOMINION shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). DOMINION shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this Agreement or any subcontract thereunder, the DOMINION has credible evidence that a principal, employee, agent, or subcontractor of the DOMINION has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Dominion Voting Systems, Inc.


IN WITNESS WHEREOF, the Parties have executed this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

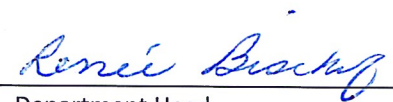
By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors
Date: 10-1-19

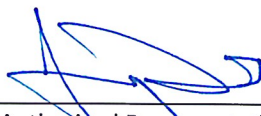
RECOMMENDED FOR APPROVAL:

Clerk, Recorder and Assessor

By: 
Department Head

CONTRACTOR:

Dominion Voting Systems, Inc.

By: 
Authorized Representative
Name: John Poulos
Title: President & CEO

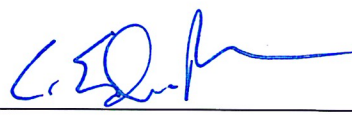
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

Exhibit A
STATEMENT OF WORK ("SOW")

1. Overview

This Statement of Work outlines the expectations of each Party and defines the project-specific activities, deliverables and timelines for the delivery and implementation of the System as well as outlines the support provided in the post-implementation period. The Implementation Phase begins once the COUNTY takes delivery of any components of the System and ends upon certification of the first federal Election using the System ("Implementation Phase"). The post-implementation period and support will commence after certification of the first federal Election using the System and continue through the term of the Agreement ("Post-Implementation Period").

2. PRICING AND DELIVERABLES SUMMARY

Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing are listed in Exhibit C Pricing and Payment Schedule. All pricing in U.S. Dollars.

All software and hardware components covered under this Agreement and listed in this Section 2 Pricing and Deliverables Summary are part of DOMINION's Democracy Suite 5.2 which meets all requirements of the federal law and State of California law, rules and regulations that address accessibility of Voting Systems. The System's security standards also meet all requirements per State and Federal law. DOMINION certifies that the Democracy Suite 5.2 has been certified by the State of California's Secretary of State to the California Voting System Standards.

Hardware	
ImageCast® Central Kit – G1130	
a. Canon Model DR-G1130	
b. Dell OptiPlex AIO-3050 (EQL)	
c. Keyboard	
d. Mouse	
e. 8GB USB flash drive	
f. iButton	
g. Patch Cable	
G1130 Imprinter	
Imprinter Ink Cartridge	
ImageCast® X Kit – Classic Ballot Marking Device (BMD) 21 inch	
a. 21 inch tablet	
b. HP laser printer	
c. Printer cable	
d. USB ATI cable	
e. 5 pollworker smart cards	
ACOS6 smart card printed on one side	
f. Technician card	
ACOS6 smart card printed on one side	
Smart UPS	
a. APC Smart UPS	
1500VA LCD 120V 1000W	
Audio Tactile Interface (ATI) Kit – ICX – USB	

Hardware Continued	
ImageCast® X Voting Booth	
ImageCast® X Voting Booth Bag Kit	
ImageCast® X Classic BMD Transport Bag Kit	
<ul style="list-style-type: none"> a. Bag for Tablet b. Bag for Printer 	
USB Flash Drive	
<ul style="list-style-type: none"> a. Centon 8GB 3.0 	
EMS Standard Server Kit	
<ul style="list-style-type: none"> a. PowerEdge R640 rack server (with Windows Server 2016 and SQL Server 2016) b. 24 port switch c. 24 inch monitor d. Keyboard e. Mouse f. 25 foot patch cable g. Cepstral Kit including two English voices, licenses, and save to file for Windows 	
Smart UPS – Rack Mountable	
EMS Workstation	
<ul style="list-style-type: none"> a. Dell Precision T3420, Windows 10 b. Keyboard c. Mouse d. 24 inch Monitor 	
EMS Adjudication Workstation	
<ul style="list-style-type: none"> a. Dell Precision T3420, Windows 10 b. Keyboard c. Mouse d. 24 inch Monitor 	
Reformatting Station	
<ul style="list-style-type: none"> a. Dell e3480 laptop 4GB RAM, 500 GB HDD, Windows 10 Professional b. Kingston FCR-HSR USB 3.0 High Speed Media Reader 	
Mini Server Rack	
<ul style="list-style-type: none"> a. StarTech 12U 36 inch Knock-Down server rack cabinet, with casters, Black, 12 rack units, steel, 36 inch depth, 1760 pound load capacity, unit weight of 65 pounds 	
Software	
Democracy Suite Standard Election Management System (Standard Suite)	
<ul style="list-style-type: none"> a. Election Event Designer Version 5.2 b. Results Tally and Reporting Version 5.2 	
ImageCast® Adjudication Module Version 5.2	
Automated Test Deck Version 5.2	
ImageCast® Remote: UOCAVA/RAVBM Version 5.2	

3. DETAILED DELIVERABLES DESCRIPTION

Unless otherwise specified, quantities are provided in Exhibit C Pricing and Payment Schedule of this Agreement.

3.1. ImageCast® Central (ICC) Kit.

The ICC consists of a commercial off-the-shelf (COTS) digital scanner configured to operate with the ICC software for high speed ballot tabulation. Each scanner can process duplex ballots with a width of 8 ½ inches and a length between 11 and 22 inches. Multiple ImageCast Central scanners can be programmed for use in an election. The ImageCast Central application is installed and later initialized on a computer attached to the central count scanner. Ballots are processed through the central scanners in batches based on jurisdictional preferences and requirements.

ICC stores the ballot image with the secure AuditMark by scanned batches. The scanned ballot images are migrated to the Election Management System (EMS) through local computer networking or secure removable media only.

3.2. ImageCast® X (ICX) Kit - Classic Ballot Marking Device.

The ICX is a touchscreen, in-person ballot marking device. The ICX is compliant with the Americans with Disabilities Act and can support different voting models, including early voting. The ICX offers several options for voters with accessibility needs to vote in a private and independent manner. The ICX presents ballot content in several formats: audio only, visual only, or both audio and visual modes, depending on the preferences of the voter.

The ICX is compatible with a range of accessibility devices that voters can use to navigate ballot content to make their selections. The system is compatible with a hand-held controller called the Audio-Tactile Interface (ATI), sip and puff device, or paddle 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. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from an accompanying printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode that digitally records the voter's selections and can be read on DOMINION's ImageCast®Central scanner. No votes are stored on the ICX unit since the devices are only capable of marking voters' selections. All votes are later tabulated and stored on the ImageCast® Central.

3.3. Democracy Suite Election Management System (EMS).

Democracy Suite EMS is an Election Management System that supports all ImageCast® voting channels from a single comprehensive database. The platform is a set of applications tailored for all pre-voting and post-voting activities and consists of components included in the Standard Suite as well as optional components:

3.3.1. Election Event Designer (EED) Client Application.

The EED is included in the Standard Suite and is the primary application software utilized by authorized elections administrators for defining and managing an election event that comprises an "election project." The definition of the election project can be initiated by importing the election data through the Election Data Translator (EDT) from external systems or by defining all election project entities without importing external data. The EDT is an included component of the Standard Suite. An election project initiated by importing

data through EDT can be further modified within the EED Client Application. The application can generate two types of paper ballots:

1. Ballot Proofs - drafts of the ballots are produced to allow for the review of content and formatting. These ballots cannot be processed by the ImageCast® system as they do not have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots" as well as a date and time stamp.
2. Official Ballots - after review and approval of the ballot proofs, the EED Application will generate production ready, press ready ballots in PDF format with the appropriate barcodes that allow for tabulation of the cards.

3.3.2. Results Tally and Reporting (RTR) Client Application.

The Results Tally and Reporting client application is used for the tally, reporting and publishing of election results.

3.3.3. ImageCast® Adjudication Application.

The ImageCast® Adjudication application is an optional client and server application used to review and adjudicate ImageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to electronically adjudicate ballots requiring review based on exception criteria. Exceptions include overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. After a ballot is adjudicated, the ballot image is appended with a record of that decision including the user's name, action taken by the user, and date and time of the action. This adjudication AuditMark is appended to the ballot image under the original AuditMark, which was manifested during tabulation. All ballot adjudications are auditable and reportable. The application eliminates the need to physically enhance and/or rescan ballots and can be used in a multi-client environment, with multiple users adjudicating ballots simultaneously.

3.3.4. Audio Studio and SwiftTalker Applications.

The EED application uses Cepstral, a third-party text-to-audio synthesizer, to automatically generate audio ballots for the ImageCast® X Ballot Marking Device. The COUNTY also has the option to import human-recorded audio, with or without the use of Audio Studio which is included in the Standard Suite. Pronunciation may be modified using Cepstral's SwiftTalker application. The System outputs audio ballots (PNG images, SPX audio files and XML definition files), definition reports (XML, Excel or HTML files), and election definition files required to program the ICX.

3.3.5. Automated Test Deck (ATD) Application.

ATD is an optional application used to create test decks for running Pre-Election Logic and Accuracy Testing with marked pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables for testing.

3.3.6. ImageCast® Remote.

Democracy Suite's ImageCast® Remote is an optional Remote Accessible Vote by Mail (RAVBM) application which provides a secure and efficient means for voters under the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) as well as voters with

disabilities to use a multitude of devices, including personal computers, tablets, and smartphones with browsers to access and mark their ballot remotely.

4. Project Team Roles and Responsibilities

4.1. Dominion

4.1.1. Project Manager

DOMINION will commit a project manager ("Dominion Project Manager") as its representative through the Implementation Phase (as further described below).

- a. The Dominion Project Manager shall communicate with COUNTY regarding the status of information, milestones, procedures, and progress on the tasks as set out in this Agreement.
- b. The Dominion Project Manager will also advise the COUNTY upon the occurrence of any event requiring a material change in such plans to discuss obtaining the COUNTY's written consent to any such material changes.
- c. The Dominion Project Manager will be dedicated to this project and will be on-site as needed at no additional cost to support the COUNTY as workflow dictates and will be available commencing with the effective date of the Agreement through the completion of the Implementation Phase.
- d. The Dominion Project Manager will be responsible for arranging all meetings, visits, and consultations between the parties and for all administrative matters such as invoices, payments, and amendments.
- e. The Dominion Project Manager shall have the requisite skills and experience to provide the services required for the implementation including, without limitation: complete knowledge of election technology, elections support services, project management, excellent verbal and written communication skills, strong organizational skills to include multi-tasking and time management skills, and the ability to manage detail-oriented projects with fixed deadlines.
- f. DOMINION shall make all reasonable efforts to provide a Dominion Project Manager familiar with the election operations of the COUNTY and the election rules and regulations of the State of California.

4.1.2. Product Specialists

DOMINION will provide Product Specialists to assist with technical support through the completion of the Implementation Phase. The Product Specialists are responsible for the installation, operation, repair, and maintenance of all System hardware and software, scheduling and supervising resources for all hardware- and software-related matters, providing election support services and election-related trainings, and interfacing directly with DOMINION and COUNTY personnel.

4.1.3. Election Programmers

For the first Election, DOMINION is responsible for both performing and training COUNTY on all aspects of election event definition in the Democracy Suite platform, including, without limitation, the following components: defining election project parameters and assigning templates, assigning tabulators (ICC, tablet, mobile ballot printing), defining

ballot structures, creating and proofing ballot drafts, creating official ballots, and creating election files and the security keys associated with the ImageCast®.

4.1.4. Additional Personnel

DOMINION will provide personnel as necessary for other processes during the Implementation Phase such as Acceptance testing, Pre-Election Logic and Accuracy Testing, Early and Election Day Voting, and Post-Election activities, as further described in this SOW.

4.2. **County**

COUNTY shall appoint a project manager ("Customer Project Manager") as its representative through the Implementation Phase, who shall be responsible for review, analysis and acceptance of the System and the coordination of COUNTY personnel, equipment, vehicles and facilities.

The Customer Project Manager shall be empowered to make decisions on behalf of COUNTY with respect to the work being performed under this Agreement, including the allocation of required resources.

The Customer Project Manager shall also have direct access to the COUNTY's top management at all times for purposes of problem resolution.

4.3. **Primary Contacts and Designated Project Managers**

4.3.1. **County**

- a. **Primary County Contact**
Renee Bischof
Chief Deputy Registrar of Voters
Email: rbischo@co.santa-barbara.ca.us
Telephone: 805.696.8963
- b. **Customer Project Manager**
Renee Bischof
Chief Deputy Registrar of Voters
Email: rbischo@co.santa-barbara.ca.us
Telephone: 805.696.8963

4.3.2. **Dominion**

- a. **Primary Dominion Contacts**
Tom Young
Director, Ops West
Email: tom.young@dominionvoting.com
Phone: 775.560.0077

Megan Berg
Manager, Customer Relations
Email: megan.berg@dominionvoting.com
Telephone: 775.335.9004

b. Dominion Project Manager
Melissa Romero
Senior Implementation Manager
Email: melissa.romero@dominionvoting.com
Telephone: 505.934.9933

- 4.3.3. COUNTY may from time to time designate another person as the primary contact or the Customer Project Manager or change the address as needed by sending written notice to the other Party in accordance with Section -29 Notices of the Voting System and Services Agreement.

5. Project Overview/Activities

5.1. Project Management

- a. The Customer Project Manager and the Dominion Project Manager (collectively the "Project Management Team") will collaborate in coordinating the implementation of the System, including the planning, communication, and work associated with successfully completing the project. The Dominion Project Manager shall be responsible for providing the direction, expertise and leadership for the project planning of all tasks required for the successful implementation of the System, as well as coordinating with the Customer Project Manager. The completion of tasks shall be cooperatively managed by the Project Management Team.
- b. The Project Management Team will meet weekly and include other personnel as appropriate. During the weekly meetings the Project Management Team will discuss and manage the project's progress, which will include tracking milestones (completed or missed), expending of resources, evaluating the status of issues, and identifying any actions needed to meet deadlines. The Dominion Project Manager will maintain and distribute meeting minutes during the Implementation Phase.
- c. The Dominion Project Manager is the key project person, identifying the level and allocation of specific resources for the project. COUNTY reserves the right to request a change in DOMINION's representation if, at COUNTY's sole discretion, assigned personnel are not adequately satisfying COUNTY's requirements. The Dominion Project Manager will be the primary contact for all project change requests.
- d. The Dominion Project Manager and the Customer Project Manager shall support the Implementation Plan specifying the details for all tasks necessary to successfully complete the project, working cooperatively to set hard and soft deadlines. Each task identified will include a start and end date and the responsible parties involved. The draft Implementation Plan will include, but will not be limited to, detailed implementation milestones and activities, which include product delivery with implementation, an Acceptance Test Plan, and a Training Plan specifying training dates and topics for those who require training.
- e. The draft Implementation Plan in Section 6 Implementation Phase Schedule and Milestones was developed for this Agreement and represents the sample milestones and activities based upon initial discussions with COUNTY. Upon execution of the Agreement, the Parties shall develop an updated Implementation Plan that includes schedules for the delivery of equipment

and the training of COUNTY personnel on the various aspects related to operating the System. The Parties agree that during 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.

5.2. Weekly Project Meetings

The initial transition meetings between DOMINION and COUNTY will review current COUNTY processes in relation to the System such as system configurations, ballot creation, and results reporting, including but not limited to the following topics:

a. Ballot Templates

Discussion of the System's functions for creating specific ballot designs for different election content such as headers, voting target positioning, and the width and height for contest placement.

b. Reporting

A full review of the COUNTY's existing reporting requirements and the formats of these reports in comparison to the System's analogous reporting functionalities.

c. Vote-Marking Interpretation

DOMINION will provide the COUNTY instruction on how the System processes and assesses vote-markings that record voter intent and how the System determines whether votes require review before being considered invalid.

d. Data Integration

DOMINION will review its Election Data Translator with the COUNTY and the level of compatibility that exists between the translator and the file structures in the COUNTY's Election Information Management System (EIMS).

5.3. Voter Outreach Support

DOMINION's Voter Outreach and Voter Education Program is a customizable service. DOMINION will work with COUNTY in creating a scope of work tailored to the specific needs and desires for voter outreach and education. This collaborative approach to voter outreach could involve any form of voter outreach and educational items that COUNTY believes would aid in familiarization of voters with DOMINION's voting technology, such as public demonstrations of the new voting equipment, a mock election, and how-to-vote resources.

DOMINION will work with the COUNTY on a communications and media plan that will include, at a minimum, earned media, paid media, digital and web content, and direct outreach. Where appropriate, production of materials in multilingual/accessible formats and multilingual/accessible community outreach activities will be incorporated into the plan.

5.4. Warehouse Logistics Planning

DOMINION will assist COUNTY in planning its warehouse space for storing and maintaining the new voting equipment.

5.5. Equipment Disposal

If requested by COUNTY and at no additional cost to COUNTY, DOMINION will dispose of the previous voting system in accordance with the County Clerk/Registrar of Voters Memorandum #12219 issued on July 6, 2012 issued by California Secretary of State which provides guidance regarding the disposition or sale of equipment purchased with HAVA and/or VBM funding.




















6. Implementation Phase Schedule and Milestones


















The following table provides a draft overview of the project's potential milestones and activities to occur during the Implementation Phase. DOMINION and the COUNTY will finalize this initial Implementation Plan prior to the project kick-off.

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
1		1 Santa Barbara County & Dominion Voting Systems - 2019 Voting System Implementation	155 days	Tue 8/27/19	Mon 3/30/20	
2		2 Contract Signed	1 day	Tue 8/27/19	Tue 8/27/19	DVS Executive Sponsor, County Project Manager
3		2.1 Finalize equipment quantities	1 day	Tue 8/27/19	Tue 8/27/19	DVS Sales Executive, County Project Manager
4		2.2 Develop project charter	1 day	Tue 8/27/19	Tue 8/27/19	County Project Manager, DVS Project Manager
5		3 Transition Planning	14 days	Thu 8/29/19	Tue 9/17/19	DVS Technical Lead, County IT Staff
6		3.1 Computer Room	7 days	Thu 8/29/19	Fri 9/6/19	DVS Technical Lead, County IT Staff
7		3.1.1 Walkthrough with Technical Lead	1 day	Thu 8/29/19	Thu 8/29/19	DVS Technical Lead, County IT Staff
8		3.1.2 Define plan for any necessary retrofit of workspace	1 day	Mon 9/2/19	Mon 9/2/19	County IT Staff, DVS Technical Lead
9		3.1.3 Complete retrofit of workspace	4 days	Tue 9/3/19	Fri 9/6/19	DVS Technical Lead, County IT Staff
10		3.2 Warehouse	9 days	Thu 8/29/19	Tue 9/10/19	DVS Technical Lead, County IT Staff
11		3.2.1 Walkthrough with Technical Lead	1 day	Thu 8/29/19	Thu 8/29/19	DVS Technical Lead, County IT Staff
12		3.2.2 Define plan for any necessary retrofit of warehouse	1 day	Mon 9/2/19	Mon 9/2/19	DVS Technical Lead, County IT Staff
13		3.2.3 Complete retrofit of warehouse	5 days	Wed 9/4/19	Tue 9/10/19	DVS Technical Lead, County IT Staff
14		3.3 Election Setup	9 days	Wed 9/4/19	Mon 9/16/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
15		3.3.1 Working with the DFM/EIMS Export	1 day	Wed 9/4/19	Wed 9/4/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
16		3.3.2 Developing a ballot template	5 days	Fri 9/6/19	Thu 9/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
17		3.3.3 Understanding proofing packages provided by the Service Bureau	1 day	Mon 9/16/19	Mon 9/16/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
18		3.4 Voter Outreach	2 days	Mon 9/16/19	Tue 9/17/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
19		3.4.1 Develop voting booth instructions	2 days	Mon 9/16/19	Tue 9/17/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
20		3.4.2 Define and plan public outreach activities	1 day	Mon 9/16/19	Mon 9/16/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
21		3.5 Polling Place	1 day	Thu 9/12/19	Thu 9/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
22		3.5.1 Logic and Accuracy Testing	1 day	Thu 9/12/19	Thu 9/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
23		3.5.2 Preparing equipment for polling places	1 day	Thu 9/12/19	Thu 9/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
24		3.5.3 Polling Place procedures	1 day	Thu 9/12/19	Thu 9/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
25		3.6 Central Count Processing and Adjudication	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
26		3.6.1 Pre-scanning procedures for ballot inspection and batch management	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
27		3.6.2 Logging and tracking batches	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
28		3.6.3 Adjudication preparation and best practices	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
29		3.7 Post Election Auditing	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
30		3.7.1 Develop procedures for conducting 1% Manual tally	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
31		3.7.1.1 Logging and tracking batches	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
32		3.7.1.2 Identifying precincts/batches selected	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
33		3.7.1.3 System reports for manual tally comparison	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead















ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
34		3.7.2 Develop procedures for conducting risk limiting audit	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
35		3.7.2.1 Batch Management and Ballot Tracking	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
36		3.7.2.2 Understanding and processing Cast Vote Record Data	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
37		3.7.2.3 Locating ballots identified by the risk limit audit	1 day	Tue 9/10/19	Tue 9/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
38		4 Phase 1: Ballot Creation & Output Management System Components, Remote Accessible Vote By Mail System	21 days	Mon 9/30/19	Mon 10/28/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
39		4.1 Phase 1 Equipment	11 days	Mon 9/30/19	Mon 10/14/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
40		4.1.1 Phase 1 Equipment (Servers and Workstations) Delivery	3 days	Mon 9/30/19	Wed 10/2/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
41		4.1.2 Phase 1 Equipment Configuration	3 days	Fri 10/4/19	Tue 10/8/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
42		4.2.2.1 EMS and RTR Servers	1 day	Fri 10/4/19	Fri 10/4/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
43		4.2.2.2 EMS, RTR, and ADJ Workstations	1 day	Tue 10/8/19	Tue 10/8/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
44		4.1.3 Phase 1 Equipment Acceptance Testing Training	1 day	Thu 10/10/19	Thu 10/10/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
45		4.1.4 Phase 1 Equipment Acceptance testing	1 day	Mon 10/14/19	Mon 10/14/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
46		4.1.5 RAVBM Site Development and Functional Testing	2 days	Mon 9/30/19	Tue 10/1/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
47		4.2 Phase 1 Training	4 days	Mon 9/16/19	Thu 9/19/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
48		4.2.1 Election Setup and Ballot Layout Training	2 days	Wed 10/16/19	Thu 10/17/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
49		4.2.1.1 Jurisdictional Report Proofing	1 day	Wed 10/16/19	Wed 10/16/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead
50		4.2.1.2 Paper Ballot Proofing	2 days	Wed 10/16/19	Thu 10/17/19	DVS Product Specialist, DVS Project Manager, DVS Technical Lead

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
51		4.2.1.3 Accessible ballot marking device ballot proofing	2 days	Wed 10/16/19	Thu 10/17/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
52		4.2.2 Remote Accessible Vote by Mail Training	2 days	Fri 10/18/19	Mon 10/21/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
53		4.3 Phase 1 Completion Activities	1 day	Wed 9/25/19	Wed 9/25/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
54		4.3.1 Phase 1 Lessons learned session	1 day	Wed 9/25/19	Wed 9/25/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
55		4.3.2 Phase 1 Debrief	1 day	Wed 9/25/19	Wed 9/25/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
56		5 Phase 2: Central Count Scanning & Tabulation, Integrated Accessible Voting System	35 days	Fri 9/27/19	Thu 11/14/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
57		5.1 Phase 2 Equipment (Central Count Scanners and Accessible Ballot Marking Devices) Delivery	1 day	Fri 9/27/19	Fri 9/27/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
58		5.1.1 Phase 2 Equipment (Accessible Ballot Marking Devices) Delivery	32 days	Fri 9/27/19	Mon 11/11/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
59		5.1.1.1 ICC Central Count Scanners and Workstations	7 days	Fri 11/1/19	Mon 11/11/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
60		5.1.1.2 ICX accessible ballot marking terminal	7 days	Fri 9/27/19	Mon 10/7/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
61		5.1.1.3 ICX accessible ballot marking printers	7 days	Fri 9/27/19	Mon 10/7/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
62		5.1.1.4 ICX Transport bags	7 days	Fri 9/27/19	Mon 10/7/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
63		5.1.1.5 ICX Voting Booths	7 days	Fri 9/27/19	Mon 10/7/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
64		5.1.2 Phase 2 Equipment Configuration	1 day	Wed 10/9/19	Wed 10/9/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
65		5.1.2.1 ICC Central Count Scanners and workstations	1 day	Tue 11/12/19	Tue 11/12/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
66		5.1.2.2 ICX Accessible ballot marking devices and printers	3 days	Tue 11/12/19	Thu 11/14/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
67		5.1.3 Phase 2 Equipment Acceptance Testing Training	1 day	Thu 10/10/19	Thu 10/10/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
68		5.1.4 Phase 2 Equipment Acceptance testing testing	3 days	Mon 10/14/19	Wed 10/16/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
69		5.2 Phase 2 Training	5 days	Wed 10/9/19	Tue 10/15/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
70		5.2.1 Ballot Handling Training	3 days	Tue 10/15/19	Thu 10/17/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
71		5.2.1.1 System Setup	5 days	Mon 10/14/19	Fri 10/18/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
72		5.2.1.2 Logic and Accuracy Testing	5 days	Mon 10/14/19	Fri 10/18/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
73		5.2.1.3 ImageCast Central Setup and Ballot Scanning	5 days	Mon 10/14/19	Fri 10/18/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
74		5.2.1.4 Adjudication Setup and Ballot Scanning	5 days	Mon 10/14/19	Fri 10/18/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
75		5.2.1.5 Reports Tally and Reporting Setup	5 days	Mon 10/14/19	Fri 10/18/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
76		5.2.1.6 Reports Tally and Reporting Operators	5 days	Mon 10/14/19	Fri 10/18/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
77		5.2.1.7 Reports Tally and Reporting - Reports and Exports	5 days	Mon 10/14/19	Fri 10/18/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
78		5.2.2 ImageCast X Training	2 days	Mon 10/28/19	Tue 10/29/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
79		5.2.2.1 ImageCast X Operator Training	1 day	Mon 10/28/19	Mon 10/28/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
80		5.2.2.2 ImageCast X Technician Training	1 day	Mon 10/28/19	Mon 10/28/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
81		5.2.2.3 Pollworker: Train the Trainer Training	1 day	Tue 10/29/19	Tue 10/29/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
82		5.3 Phase 2 Completion Activities	1 day	Thu 10/31/19	Thu 10/31/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
83		5.3.2 Phase 2 Lessons learned session	1 day	Thu 10/31/19	Thu 10/31/19	DVS Product Specialist,DVS Project Manager,DVS Technical Lead
84		5.3.2 Phase 2 Debrief	1 day	Thu 10/31/19	Thu 10/31/19	County Elections Staff,County Project Manager,DVS Product Specialist,DVS Project Manager,DVS Technical Lead
85		6 Election Activities	84 days	Tue 12/10/19	Fri 4/3/20	County Elections Staff,County Project Manager,DVS Product Specialist,DVS Project Manager,DVS Technical Lead
86		6.1 Ballot Production / Creation	4 days	Tue 12/10/19	Fri 12/13/19	County Elections Staff,County Project Manager,DVS Product Specialist,DVS Project Manager,DVS Technical Lead

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
87		6.1.1 Complete election definition (EED)	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
88		6.1.2 Proof Election Definition reports	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
89		6.1.3 Complete Styling of paper ballots (EED)	3 days	Tue 12/10/19	Thu 12/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
90		6.1.4 Generate Ballot proofs (EED)	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
91		6.1.5 Proof Ballots	2 days	Tue 12/10/19	Wed 12/11/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
92		6.1.6 Generate Audio (EED, AS, External)	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
93		6.1.7 Proof Audio	4 days	Tue 12/10/19	Fri 12/13/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
94		6.1.8 Generate Screen Content (EED)	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
95		6.1.9 Proof Screen Content (EED, ICX)	2 days	Tue 12/10/19	Wed 12/11/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
96		6.2 Logic and Accuracy Testing	3 days	Tue 12/10/19	Thu 12/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
97		6.2.1 Program USB Sticks	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
98		6.2.2 Program Pollworker cards	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
99		6.2.3 Load Election Files to ICXes	3 days	Tue 12/10/19	Thu 12/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
100		6.2.4 Load CF Cards on ICEs	3 days	Tue 12/10/19	Thu 12/12/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
101		6.2.5 Load Activation files to ICVA	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
102		6.2.6 Load Election Files to ICCes	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
103		6.2.7 Mark Test Decks/Run VoteSim on ICXes	2 days	Tue 12/10/19	Wed 12/11/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
104		6.2.8 Tabulate/Scan Test Decks on ICEs	2 days	Tue 12/10/19	Wed 12/11/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
105		6.2.9 Tabulate Test Decks on ICCes	2 days	Tue 12/10/19	Wed 12/11/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
106		6.2.10 Load CF Cards into RTR	2 days	Tue 12/10/19	Wed 12/11/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
107		6.2.11 Run Results Reports	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
108		6.2.12 Reset the system for the election	1 day	Tue 12/10/19	Tue 12/10/19	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
109		6.3 Polling Place Voting	25 days	Sun 3/1/20	Thu 4/2/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
110		6.3.1 Pollworker Training	25 days	Mon 3/2/20	Fri 4/3/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
111		6.3.2 City Hall Voting Center	22 days	Mon 3/2/20	Tue 3/31/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
112		6.3.3 In-person voting Begins	22 days	Mon 3/2/20	Tue 3/31/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
113		6.3.4 Deliver equipment to polling places	6 days	Mon 3/2/20	Mon 3/9/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
114		6.4 Ballot Processing	43 days	Mon 2/24/20	Wed 4/22/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
115		6.4.1 RAVBM Voting begins	43 days	Mon 2/24/20	Wed 4/22/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
116		6.4.2 Ballot Scanning and tabulation	17 days	Mon 2/24/20	Tue 3/17/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
117		6.4.3 Adjudication	17 days	Mon 2/24/20	Tue 3/17/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
118		6.5 Election Day	1 day	Tue 3/3/20	Tue 3/3/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
119		6.6 Post Election	1 day	Tue 3/3/20	Tue 3/3/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
120		6.6.1 Retrieval of Equipment from Polling Places	5 days	Tue 3/3/20	Mon 3/9/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
121		6.6.2 Identify batches or precincts to be audited	1 day	Tue 3/3/20	Tue 3/3/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
122		6.6.3 Run reports for manual tally	1 day	Tue 3/3/20	Tue 3/3/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
123		6.6.4 Complete manual tally	15 days	Tue 3/17/20	Mon 4/6/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
124		6.6.5 Compile the Statement of Vote	1 day	Tue 3/17/20	Tue 3/17/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
125		6.6.6 Certify the election	1 day	Tue 3/17/20	Tue 3/17/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead
126		6.7 Post Election / Post Implementation Debriefing	1 day	Mon 3/30/20	Mon 3/30/20	County Elections Staff, County Project Manager, DVS Product Specialist, DVS Project Manager, DVS Technical Lead

6.1. Implementation Phase Milestones

6.1.1. Procurement / Delivery

- Initiation of the equipment and consumables procurement phase begins upon receipt of a signed Voting System and Services Agreement from the COUNTY. Procurement will be conducted in a manner that allows the coordination of supplies and consumables to be shipped to the COUNTY warehouse, or to an alternate location if requested by COUNTY, in accordance with project milestones.
- The Dominion Project Manager will manage the shipment process through an authorized shipper to ensure delivery is successful.
- In the event any shipping problems or discrepancies occur, the COUNTY will make the driver aware of the issues and note them on the bill of lading along with the name and number of the shipper's agent for claim resolution.
- It is recommended that the COUNTY retains a subset of all equipment packing materials for future shipping needs.
- Upon delivery, COUNTY will conduct delivery acceptance of the hardware units to confirm the units have arrived with no visible signs of damage ("Delivery Acceptance"). DOMINION will provide the Delivery Acceptance criteria. Such Delivery Acceptance shall occur at a time mutually agreed upon by the Parties, but must be completed no later than ten (10) business

days after delivery. In the instance a unit does not meet the Delivery Acceptance criteria, is visibly damaged, or is rejected by COUNTY, COUNTY will notify DOMINION within the ten (10) business day period and DOMINION will be responsible for returning and replacing the unit within ten (10) business days at no cost to COUNTY. The replacement unit will be subject to the same Delivery Acceptance process as the initial delivery.

- f. DOMINION is committed to ensuring all deliverables are received by COUNTY by November 29, 2019. In the event DOMINION feels they will not meet this deadline, Dominion Project Manager will communicate with Customer Project Manager to come up with an alternate agreed upon deadline.

6.1.2. Configuration / Installation / Acceptance Testing

- a. DOMINION will coordinate with the state and COUNTY to acquire the California approved trusted build.
- b. Configuration of the EMS servers will be completed by DOMINION staff prior to arrival at the customer site.
- c. DOMINION will install and configure all election equipment.
- d. DOMINION shall provide an Acceptance Test Plan (ATP). The ATP shall identify all tests necessary to demonstrate functionality and compliance of the System, including all Dominion Hardware and Dominion Software components, with the requirements for California and the COUNTY. The testing shall be conducted using a standard DOMINION election event definition as approved by COUNTY, which approval shall not be unreasonably withheld. Dominion Hardware and Dominion Software Acceptance testing shall include, but is not limited to:
 - 1. Import of data files into the EMS system
 - 2. Defining project parameters and assigning templates
 - 3. Assigning tabulators
 - 4. Defining ballot structures
 - 5. Creating proofing ballots
 - 6. Creating official ballots
 - 7. Creating election files and the security keys for the ImageCast®
 - 8. Adjudication of ballots
 - 9. Tabulation of ballots
 - 10. Results reporting
- e. DOMINION shall be responsible for providing all training and training materials required to support the Acceptance testing.
 - 1. DOMINION will provide guidelines and checklists to the COUNTY for Acceptance testing and coordinate dates with the staff for software installation. This includes:
 - i. Assessing suitability and identifying any modifications required
 - ii. Identifying areas for each process including a secure area for inventory control
 - iii. Preparing necessary acceptance documentation
 - iv. Ensuring all necessary supplies are available.
- f. DOMINION and the COUNTY shall finalize the development of the ATP and ATP procedures

prior to the Acceptance testing phase.

- g. DOMINION shall assist the COUNTY in creating an Acceptance Testing Log Sheet, to be used as a control sheet showing which ICX and ICC units have been received, tested, and accepted. This log sheet will be completed individually for each unit, noting any physical damage or other issues, and shall contain the results of each test conducted.
- h. A checklist template will be provided to the COUNTY for printing and distribution during the Acceptance testing process.
- i. After installation of DOMINION Software or DOMINION Hardware, the COUNTY will conduct Acceptance testing of such components. Such Acceptance Testing shall occur at a time mutually agreed upon by the Parties, but must be completed no later than twenty (20) business days after installation. For each piece of equipment, COUNTY staff, working with a DOMINION technician, will complete the Acceptance testing for each unit received. Each form will be signed and stored by the COUNTY with copies made or scanned for DOMINION in order to ensure that each component is in proper working order upon Acceptance.
- j. The COUNTY shall 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 COUNTY will send a notice to DOMINION indicating the issues and reason for rejection. Upon receipt of notice, DOMINION will, at their own expense, have ten (10) business days to repair or replace, as determined by COUNTY, the affected system component(s). The foregoing procedure will be repeated until COUNTY finally accepts or rejects the Dominion Hardware, Dominion Software, or System component in writing at its sole discretion.
- g. DOMINION is committed to ensuring all deliverables have passed Acceptance testing by December 31, 2019. In the event DOMINION feels they will not meet this deadline, Dominion Project Manager will communicate with Customer Project Manager to come up with an alternate agreed upon deadline.

6.1.3. Training

- a. Training Outline for COUNTY Personnel:

During the implementation meetings, the Project Management Team will identify training materials that DOMINION shall prepare including training manuals and technical reference manuals. The content of training materials and the methods of training will be responsive to the COUNTY's requirements. DOMINION will provide resources and trainings that will develop COUNTY personnel's technical proficiencies for using the System and provide educational materials and opportunities to users of the System, which includes poll workers.

DOMINION's training shall focus on providing election administration personnel with the necessary knowledge, as determined by the Project Management Team, for successful implementation and effective operation of the System. DOMINION's training shall be tailored, using various teaching methods, adult learning principles, and proper course pacing. Training customization begins with tailoring the courses to the COUNTY's needs. DOMINION's training courses cover hardware and software system operations, poll worker "train the trainer" materials, and will provide the COUNTY with finished content to use during voter outreach. DOMINION will provide training on- and off-site and coordinate all scheduling with the COUNTY.

b. Poll Worker Training:

DOMINION will provide finished content to the COUNTY for use in training poll workers. The content will include procedures on assisting voters at polling places. Additionally, the content will include manuals, forms and procedures and DOMINION will assist the COUNTY in redesigning forms, manuals, and procedures according to the COUNTY's requests in relation to implementing and using the System.

DOMINION will assist the COUNTY in developing poll worker training guides, quick reference guides that poll workers can use to assist voters, and training videos. DOMINION will provide instruction manuals for poll worker training such as "train the trainer" materials. DOMINION shall assist the COUNTY in organizing materials and content and then observe a minimum of two mock poll worker training sessions that the COUNTY conducts. The purpose of the mock training sessions is for DOMINION to assess the accuracy and delivery of information regarding the System to poll workers.

c. Trainings:

The table in the following section lists the subject matter for which DOMINION shall provide materials and training to the COUNTY's personnel.

d. User Definitions:

The table below mentions several user types. For purposes of clarity, the user types mentioned may be understood / classified as follows:

- **Administrator** – COUNTY staff who will be responsible for overseeing or supervising System/election activities
- **Super User** – System user(s)/COUNTY staff who will be responsible/have elevated privileges for conducting and/or understanding System/election activities
- **Support Staff** – COUNTY staff who will be responsible for supporting/participating in System/election activities
- **Senior Department Staff** – COUNTY managers/executive staff
- **Media / Public Relations personnel** – COUNTY staff responsible for communications with the public and media
- **Poll workers** – persons responsible for the proper and orderly voting at polling locations.

Class Title	User Category	Class Objective	Class Overview
ImageCast Central (ICC) Administrator and Operator	Administrator and/or Super Users/Support Staff	<p>Competence with the setup and configuration of the central count scanners, use of the central count scanners, and general troubleshooting during ballot scanning</p> <p>Competence with the daily operations of central count scanning and basic troubleshooting during ballot scanning</p>	<p>I. Central Count Scanning Overview</p> <p>a. Preparation</p> <ul style="list-style-type: none"> o Ballot Inspection o Working with folded ballots <p>b. Working with batches</p> <ul style="list-style-type: none"> o Batch Size o Batch Tracking/Manifests <p>II. Using the ICC Application and Canon Scanners</p> <p>a. Overview of ICC workstation functionality and structure</p> <p>b. Loading Election Tabulation Files to the ICC</p> <ul style="list-style-type: none"> o Configuration of the application o Confirmation of scan options and settings o Producing a zero report o Opening Polls o Troubleshooting o Closing Polls o Backing up data <p>c. Central Count Scanning</p> <ul style="list-style-type: none"> o Loading ballots into the hopper o Accepting batches o Discarding batches o Handling misread ballots o Diagnosing misread ballots o Troubleshooting o Cleaning the scanner(s)

Class Title	User Category	Class Objective	Class Overview
Adjudication Administrator/ Operator Training	Administrator and/or Super Users/Support Staff	<p>Competence with the setup and configuration of the adjudication setup for use in an election, operation of the application, supervisorial /administrative functions of adjudication and general troubleshooting during adjudication activities</p> <p>Competence with the daily operations of ballot adjudication</p>	<p>I. Adjudication Administrator Overview</p> <ol style="list-style-type: none"> Workflow: How ballots are delivered from ICCs Determining which ballots should be presented for adjudication Functions performed by adjudication users / administrators Daily Adjudication Procedures Best Practices/ Developing processes for determining voter intent <p>II. Adjudication Operator Overview</p> <ol style="list-style-type: none"> Workflow: How ballots are presented for Adjudication Which ballots will be presented for adjudication Identifying why a ballot has been presented for adjudication Daily Adjudication User Procedures <p>III. Preparing for Adjudication</p> <ol style="list-style-type: none"> Setting up a new adjudication session Defining outstack /adjudication criteria <p>IV. Adjudication of ballots</p> <ol style="list-style-type: none"> Adding Marks Removing Marks Resolving Write-ins <p>V. Administrative Functions</p> <ol style="list-style-type: none"> Reviewing adjudicated ballots Making changes / corrections Submitting Batches Running reports <p>VI. Back-up and Close out</p> <ol style="list-style-type: none"> Backing up adjudication data and reports Closing out/ stopping adjudication

Class Title	User Category	Class Objective	Class Overview
Election Management System - Administrator	Administrator and/or Super Users	Competence with the import of election definition data, completing election definition, laying out and styling paper ballots, importing dynamic and static audio files, styling screen content, creating tabulators and preparing the election project for an Election.	<ul style="list-style-type: none"> I. Election Preparation Overview <ul style="list-style-type: none"> a. Workflow: Phases of Election Setup b. Applications used during election setup (EDT, EED, AS) II. Import Election definition data <ul style="list-style-type: none"> a. Working with external data from the voter registration system b. Preparing the import file III. Layout/Style Paper Ballots <ul style="list-style-type: none"> a. Determine consolidation level b. Layout ballots c. Style ballots IV. Import/Edit Audio Files <ul style="list-style-type: none"> a. Working with static audio (common sets of voter instructions) b. Working with and editing dynamic audio (audio associated with each Election) V. Styling on-screen content (for ICX) VI. Defining tabulators and counting groups VII. Finalize and prepare database for Logic and Accuracy Testing

Class Title	User Category	Class Objective	Class Overview
Results Tally and Reporting Training – Administrator	Administrator and/or Super Users	Competence with the setup and configuration of the Results, Tally, and Reporting application (RTR), setting up all reporting configuration for an Election, managing batches during ballot tabulation, supervisory functions, and general troubleshooting	<ul style="list-style-type: none"> I. Results Tally and Reporting Overview <ul style="list-style-type: none"> a. Workflow: How batches (result files) are delivered to the application b. Workflow: How batches are moved through RTR to Adjudication c. Navigating within the application d. User management (creating and managing application users) II. Preparing the system <ul style="list-style-type: none"> a. Enabling the project for adjudication b. Turning on Automatic Results Loading c. Managing Preferences III. Working with batches (results files) <ul style="list-style-type: none"> a. Receiving batches (result files) from ICCs b. How to reject, reset, and/or delete batches (result files) c. Use cases for rejecting, resetting and/or deleting batches (result files) IV. Reporting <ul style="list-style-type: none"> a. Election Summary Report <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review b. Statement of Votes Cast <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review c. Cards Cast Report <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review V. Exports <ul style="list-style-type: none"> a. Available Exports b. Cast Vote Record Export c. Image Export d. Auditmark File export VI. Troubleshooting

Class Title	User Category	Class Objective	Class Overview
Adjudication, Results Tally and Reporting Training – Executive	Senior Department Staff members, media / public relations personnel	Competence with understanding and describing report contents to be able to explain to public/media what the information contained on reports from the system mean	<ul style="list-style-type: none"> I. Results Tally and Reporting Overview <ul style="list-style-type: none"> a. Workflow: How batches (result files) are delivered to the application b. Workflow: How batches are moved through RTR to Adjudication II. Reporting <ul style="list-style-type: none"> a. Election Summary Report <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review b. Statement of Votes Cast <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review c. Cards Cast Report <ul style="list-style-type: none"> o Available report parameters o Available report filters o Report output formats o Report output review III. Exports <ul style="list-style-type: none"> a. Cast Vote Record Export b. Image Export c. Auditmark File export

Class Title	User Category	Class Objective	Class Overview
ImageCast X Administrator Training	Administrator and/or Super Users and/or Technicians	Competence with the setup and configuration of the ICX devices in an Election, use of the ICX, and general troubleshooting	<ul style="list-style-type: none"> I. Setup of the ImageCast X Ballot Marking Device <ul style="list-style-type: none"> a. Storage b. Transport c. Boxing/Unboxing d. Sealing/unsealing e. Power requirements f. Hardware review II. Basic security protocols, including safeguards to prevent and detect tampering III. Preparing the devices for the election a. Loading election files <ul style="list-style-type: none"> b. Opening Polls c. Conducting Logic and Accuracy Testing d. Resetting the ICX for use in the election e. Reviewing Audit Logs IV. Voting on the ICX <ul style="list-style-type: none"> a. Working with regular voting sessions b. Working with accessible voting sessions V. Troubleshooting and Usage <ul style="list-style-type: none"> a. Loading paper into the printer b. Changing the printer toner c. Troubleshooting VI. Closing Polls
ImageCast X Operator Training	Support staff and/or poll workers	Competence with the use of the ICX devices in a polling place	<ul style="list-style-type: none"> I. Setup of the ImageCast X Ballot Marking Device <ul style="list-style-type: none"> a. Plugging in and turning on b. Best practices for use in a polling place II. Basic security protocols, including safeguards to prevent and detect tampering III. Opening Polls IV. Voting on the ICX <ul style="list-style-type: none"> a. Working with regular voting sessions b. Working with accessible voting sessions V. Troubleshooting and Usage <ul style="list-style-type: none"> a. Loading paper into the printer b. Changing the printer Toner c. Troubleshooting VI. Closing polls

Class Title	User Category	Class Objective	Class Overview
RAVBM Administrator and Operator Training	Administrator and/or Super Users/Support Staff	<p>Competence with setting up the system for use in an Election, including any customization for election-specific documentation (e.g. envelopes, secrecy sleeves)</p> <p>Competence with how to use the system (for supporting voters as they use the system remotely to mark their ballots).</p>	<p>I. Remote Accessible Vote by Mail Review</p> <ol style="list-style-type: none"> Workflow: Getting voter data into the system Workflow: Adding new/supplemental voter data to the system Workflow: Voter experience <p>II. Customization</p> <ol style="list-style-type: none"> User Interface Voter Workflow c. Voter Packet <p>III. Working with the application a. Adding voter data</p> <ol style="list-style-type: none"> Looking up voter data Editing voter data <p>I. RAVBM Operator Review</p> <ol style="list-style-type: none"> Looking up voter data b. Editing voter data <p>II. Voter Sessions</p> <ol style="list-style-type: none"> Voter session review b. Voter packet review
Train the Trainer: Poll Worker Training	Poll workers	Competence with how to set up and use the polling place equipment and handle / triage basic equipment issues on Election Day	<p>I. Polling Place Equipment Setup</p> <ol style="list-style-type: none"> Setting up the Voting Booth b. Setting up the UPS Setting up the ICX <p>II. Basic security protocols, including safeguards to prevent and detect tampering</p> <p>III. Getting Started</p> <ol style="list-style-type: none"> Power up the equipment Getting the equipment ready for voting <p>IV. Voting</p> <ol style="list-style-type: none"> Working with regular voting sessions Working with accessible voting sessions <p>V. Troubleshooting and Usage</p> <ol style="list-style-type: none"> Loading paper into the ICX-BMD printer Changing the ICX-BMD printer Toner f. Troubleshooting <p>I. Closing polls</p>

6.1.4. Implementation Phase Ballot Programming and Election Definition

6.1.4.1. DOMINION Responsibilities:

- a. For the first federal Election using the System, DOMINION shall provide and train COUNTY on election definition services including, but not limited to:
 - i. Import of data files into the EMS system
 - ii. Defining project parameters and assigning templates
 - iii. Assigning tabulators
 - iv. Defining ballot structures
 - v. Creating proofing and test ballots
 - vi. Creating PDF files of the official ballots that are full-sized, press-ready ballot artwork
 - vii. Preparing audio content in all required languages
 - viii. Creating election files and the security keys for the ImageCast®
- b. Democracy Suite will support English and Spanish, in both written and audio formats. DOMINION will add any additional languages requested by the COUNTY, which will provide ballot language content in both written and audio formats, at no additional charge to COUNTY.
- c. The content associated with the defining of elections may be imported or uploaded. Democracy Suite will allow the COUNTY to edit all ballot layout files in all languages, to reorganize the placement of contests and voting targets, and to edit text and graphics. DOMINION will work with the COUNTY to ensure all ballots are properly laid out and that the contests, voting targets, text and graphics are in locations approved by COUNTY.
- d. DOMINION will use the Democracy Suite to create all applicable ballots, e.g., vote-by-mail, precinct, vote center (if applicable), and audio ballots, from the same content used to define an election. Democracy Suite shall allow audio files using recorded human voices and/or voice simulation programs.
- e. DOMINION will use Democracy Suite to support profile data such as voting locations, precincts, political subdivisions, offices, and party affiliations.
- f. DOMINION will use the same candidate and contest information file to create the paper ballots, the digital ballots, audio ballots, remote accessible vote-by-mail ballots, sample ballots, and test ballots.
- g. DOMINION will use Democracy Suite to generate PDF files of ballot-related content for full-sized, press-ready ballot artwork. To create ballots, Democracy Suite will provide options to control fonts, line weights, determine the number of columns, include multiple languages on one ballot card, create multi-card ballots with content appearing on both sides of all of the cards, provide for formatting content in both portrait-style or landscape orientations, and allow for ballot-card headers of different colors. Democracy Suite will allow for final ballot proofs that are 8.5 inches in width and variable lengths of 11, 14, 17, 18, 19, 20 and 22 inches. Democracy Suite will allow the COUNTY to determine the appropriate length of the ballots depending on the amount of content to format.
- h. If required, DOMINION will use the System to generate accessible ballot content such as large print formats. Additionally, DOMINION may use the System to generate accessible sample ballots in PDF or other accessible format that allows the COUNTY to post the sample ballots on its website, which are compatible with commonly used screen reading technology.

6.1.4.2. COUNTY Responsibilities:

- a. The COUNTY shall review and approve, or identify issues, in all Ballot Programming

and Election Definition functionality as specified in, but not limited to, Section 6.1.4.1. with particular attention to ballot proofs and audio files.

- b. In the event the COUNTY discovers an issue, COUNTY shall provide written notice to DOMINION following the discovery of any issue and DOMINION shall rectify the issue within 24 hours at no additional cost to the COUNTY.

6.1.5. Implementation Phase Pre-Election Logic and Accuracy Testing, Ballot Tabulation, Adjudication, Results Reporting, Reconciliation, and Data Backup

6.1.5.1. Dominion Responsibilities:

- a. DOMINION will assist the COUNTY with conducting Pre-Election Logic and Accuracy Testing (Pre-LAT) on all ICX and ICC tabulators using paper ballot test decks, rather than simulation scripts. DOMINION will provide the Pre-LAT procedures and oversee the process which involves programming all voting machines with the final election definition and scanning hand-marked or pre-marked (computer-generated) test decks through each tabulator. After test decks have been scanned and the results report tapes have been verified, test results will be uploaded into Democracy Suite's Results Tally and Reporting module.
- b. DOMINION will assist with, oversee, and train COUNTY on the processes of tabulating all ballots, adjudication, results reporting, reconciliation, and data backup.

6.1.5.2. COUNTY Responsibilities:

- a. The COUNTY shall review and approve, or identify issues, in all Pre-LAT, ballot tabulation, adjudication, results reporting, reconciliation, and data backup functionality.
- b. In the event the COUNTY discovers an issue, COUNTY shall provide written notice to DOMINION following the discovery of any issue and DOMINION shall rectify the issue within 24 hours at no additional cost to the COUNTY.

6.1.6. Implementation Phase Canvass Processes

6.1.6.1. Dominion Responsibilities:

- a. DOMINION will provide instruction regarding Democracy Suite report generation associated with conducting the official canvass including, but not limited to, Interim, Semi-Final, and Final Statement of Votes reports.
- b. DOMINION will assist with, oversee, and train COUNTY on the process of conducting the one-percent manual tally and/or risk limiting audit, as determined by COUNTY.
- c. DOMINION shall provide sample procedures and recommendations for the COUNTY to review while developing Santa Barbara County-specific canvass processes.
- d. DOMINION will assist the COUNTY in developing procedures to conduct one-percent manual tallies or risk limiting audits if state elections law allows using ballot images to conduct digital tallies as part of the official canvass.
- e. The System will support manual recount processes that utilize either the physical ballots or the ballot images with the appended AuditMark interpretation of vote markings, Cast Vote Records, and EMS Statement of Vote reports. DOMINION will provide examples of recount procedures that the COUNTY can review when

creating procedures for recounts.

6.1.6.2. COUNTY Responsibilities:

- a. The COUNTY shall review and approve, or identify issues, in all functionality related to canvass processes including but not limited to one-percent manual tally and/or risk limiting audit functionality.
- b. In the event the COUNTY discovers an issue, COUNTY shall provide written notice to DOMINION following the discovery of any issue and DOMINION shall rectify the issue within 24 hours at no additional cost to the COUNTY.

6.1.7. Certification of the Election and Final Written Acceptance by both Parties

Upon certification of the Election, both Parties will sign a notice certifying the Final Written Acceptance of the functionality of the System ("Final Written Acceptance").

6.2. Implementation Phase Support Hours / Response Times

- 6.2.1. The following table represents timeframes by which DOMINION will respond to the COUNTY's requests for technical assistance or upon notice that any component of the System has malfunctioned.

Phase	Type of Support	Initial Response	Technical Review Completed	Full Resolution of Issue
Outside an Election period (once COUNTY takes delivery of any components until 120 days before Election Day).	On-site, telephone, and video calls.	No later than the next business day.	No later than two business days.	No later than 10 business days.
During definition of the election and the creation of ballots period (120 days before Election Day through 60 days before Election Day).	On-site, telephone, and video calls.	No later than four hours.	Within 24 hours.	Within 48 hours.
From mailing of military and overseas ballots, 60 days before Election Day, through the day before Election Day.	On-site, telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
On Election Day	On-site.	Immediate.	Within 60 minutes.	Within one hour.
The day after Election Day until Election is certified.	On-site (if requested), telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
During a recount	On-site (if requested), telephone, and video calls.	Within six hours.	Within 24 hours.	Within the next business day.

- 6.2.2. Starting fourteen (14) weeks before Election Day and continuing until ten (10) business days before Election Day, the Dominion Project Manager will be available by cell phone, Monday through Friday, during the COUNTY's regular business hours, to provide election-related

support services.

- 6.2.3. DOMINION will have technical support personnel available on-site throughout the Pre-LAT process who can identify the reasons for any issues or anomalies and resolve any equipment malfunctions that require repairs, including conducting repairs of equipment on-site.
- 6.2.4. Ten (10) business days before Election Day and continuing until certification of the Election, the Dominion Project Manager shall be on-site or available by cell phone, as determined by COUNTY, to answer questions or respond to problems or concerns regarding the voting and tabulation of the hardware and software, the aggregation or tabulation of voting data, canvass, audit data or reporting of election results

7. Post-Implementation Period Ongoing Support and Services

After the completion of the Implementation Phase, Dominion will assign a Customer Relations Manager to directly support the COUNTY. In addition, DOMINION will provide the COUNTY with technical support through the Term of the Agreement in relation to storing, maintaining, and operating the System at no additional costs.

7.1. Support and Services

- 7.1.1. DOMINION shall provide qualified and competent personnel during the hours required by this Agreement to support, assist and enable the COUNTY's personnel to successfully conduct each Election.
- 7.1.2. DOMINION shall provide Election Ballot Definition Setup Services and support for the Election in English and Spanish for the first two Elections the COUNTY requires at no additional charge to COUNTY. After two Elections, COUNTY will have the option to purchase these services at the pricing and under the terms outlined in Exhibit C Pricing and Payment Schedule. Ballot definition services will include the following: Democracy Suite Election project setup; layout of all ballot types; providing all official ballot PDF artwork; preparing audio content in all required languages; generating ballot test deck files. The same services for additional languages (regardless of the number of ballot types) will be charged per language at the pricing and under the terms outlined in Exhibit C Pricing and Payment Schedule.
- 7.1.3. DOMINION will be available to assist the COUNTY's staff in generating canvass-related reports for Elections through the 2020 Presidential General Election cycle at no additional charge to COUNTY.
- 7.1.4. If requested by COUNTY, DOMINION will provide on-site support for any period of time during the ballot layout period beginning 88 days before an Election through approximately 50 days before the Election and during any period of time during the ballot tabulation period beginning ten (10) business days before the Election through three (3) days after the Election for the 2020 Presidential General Election cycle at no additional charge to COUNTY.
- 7.1.5. DOMINION will provide technical support by telephone during the Term of the Agreement at no additional costs.
- 7.1.6. Any other services, consumables, or equipment not specifically identified in this Agreement will be available for purchase by COUNTY at the then current DOMINION list price.
- 7.1.7. All costs of DOMINION transportation, lodging and meal expenses are included during the Term of the Agreement at no additional cost to or reimbursement by COUNTY.

7.2. Standard Post-Implementation Period Support Hours / Response Times

The following table represents timeframes by which DOMINION will respond to the COUNTY's requests for technical assistance or upon notice that any component of the System has malfunctioned during the Post-Implementation Period.

Phase	Type of Support	Initial Response	Technical Review Completed	Full Resolution of Issue
Outside an Election period (once COUNTY takes delivery of any components until 120 days before Election Day).	Telephone, and video calls.	No later than the next business day.	No later than two business days.	No later than 10 business days.
During definition of the Election and the creation of ballots period (120 days before Election Day through 60 days before Election Day).	Telephone, and video calls.	No later than four hours.	Within 24 hours.	Within 48 hours.
From mailing of military and overseas ballots, 60 days before Election Day, through the day before Election Day.	Telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
On Election Day	Telephone, and video calls.	Immediate.	Within 60 minutes.	Within one hour.
The day after Election Day until Election is certified.	Telephone, and video calls.	Within 30 minutes.	Within two hours.	Within four hours.
During a recount	Telephone, and video calls.	Within six hours.	Within 24 hours.	Within the next business day.

EXHIBIT B

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. “Licensee” shall mean the COUNTY defined in the general terms and conditions of this Agreement.

1.2. “Licensor” shall mean Dominion Voting Systems, Inc.

2. License Terms.

2.1. License to Software. Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Dominion Software solely for the Licensee’s own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor shall sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor’s entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee’s jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. **Payment**. In consideration of the grant of the license, the Licensee shall pay the license fees set forth in Exhibit C of the Agreement.

4. **Upgrades and Certification**. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

5. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensors:

5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

6. Return of Software. Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensors all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensors that it has been destroyed.

7. Warranties. The following warranties will apply to all Software during the Term.

7.1. Software Warranty Terms. Licensors warrants that the Software will function substantially in accordance with the Specification during the Term. The Licensors also warrants that the Software shall comply with the State of California certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 4 herein. However, the Licensors will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensors or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensors. If Licensors establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensors's investigative and remedial work at Licensors's then current rates.

7.2. Corrections. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensors with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensors. The Licensors shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the State of California.

7.3. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensors shall pass through to Licensee all warranties such manufacturers make to Licensors regarding the operation of such Third-Party Products.

7.4. NO OTHER WARRANTIES. LICENSORS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions. For the purposes of this Agreement, the following are defined terms:

- 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

- 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
 - (i) any commercial or non-commercial printer that has not been certified to print Dominion Ballots; and
 - (ii) any third party vendor using ballot on demand system that has not been certified to print Dominion Ballots.

Licensor hereby provides written consent for third parties that have been certified to print Dominion Ballots to reproduce the Voting Systems' Ballots and Derivative Works.

- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.
- 2.4. Notwithstanding the above, LICENSEE may allow third parties to reproduce LICENSOR's ballots, without prior written consent, insofar as those ballots are not tabulated on the voting system. Including without limitation:

- (i) Ballot images included in the County Voter Information Guide; and
- (ii) Ballot images used in official election materials for use in training or outreach purposes.

3. No Copyright Warranties. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

EXHIBIT C
PRICING AND PAYMENT SCHEDULE

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	QTY	Unit Price	Extended Price
Central Scanning Solution			
ImageCast Central Tabulator Includes Canon Model DR-G1130, Computer w/ 23" Monitor, Keyboard & Mouse, One 8GB USB Flash Drive & One I-Button, patch cable	8	\$25,000.00	\$200,000.00
In-Person Voting Solution			
ImageCast X – BMD Accessible Units	130	\$3,175.00	\$412,750.00
Smart-UPS C 1500VA LCD 120V 1000W	130	\$555.00	\$72,150.00
ATI Accessibly Voting Kit	130	\$375.00	\$48,750.00
ImageCast X – Transport Bag Kits	130	\$125.00	\$16,250.00
USB Flash Drive - 8GB - 3.0	25	\$16.60	\$415.00
ICX BMD Two Piece Voting booth	130	\$295.00	\$38,350.00
ICX BMD Two Piece Voting booth – Transport Bags	130	\$125.00	\$16,250.00
ICC Black ink Imprinter Cartridge	8	\$39.00	\$312.00
ICC Black ink Imprinter Mechanism	8	\$450.00	\$3,600.00
Election Management Hardware			
EMS Standard Server Kit (R630/WS2012/SS2016) Includes PowerEdge R630 rack server, 24 port switch, 24" monitor, keyboard/mouse, patch cable, Cepstral, Avast.	3	\$17,000.00	\$51,000.00
EMS Client Workstation Kit Includes Dell T3420, 24" monitor, iButton programmer, high speed media reader, patch cables	3	\$1,700.00	\$5,100.00
EMS Adjudication Workstation Kit Includes Dell T3420, 24" monitor, SQL Server 2016 CAL, cables, Windows 10 Pro.	7	\$1,700.00	\$11,900.00
Reformatting Station Kit	2	\$1,200.00	\$2,400.00
Mini Server Rack - StarTech	2	\$900.00	\$1,800.00
Smart UPS 1500 (rack mountable)	2	\$800.00	\$1,600.00
Software Licenses			
Democracy Suite Standard	1	\$100,000.00	\$100,000.00
Adjudication Module	1	\$20,000.00	\$20,000.00
Automated Test Deck	1	\$7,500.00	\$7,500.00
Remote UOCAVA Module	1	Included	Included

Implementation Services			
Pollworker Train the Trainer	2	\$2,000.00	\$4,000.00
System Acceptance Testing	2	\$2,000.00	\$4,000.00
Democracy Suite Full System Training	10	\$2,000.00	\$20,000.00
ImageCast Central Operator Training	1	\$2,000.00	\$2,000.00
ImageCast Central Adjudication Training	1	\$2,000.00	\$2,000.00
ImageCast X Operator Training	1	\$2,000.00	\$2,000.00
<i>SUBTOTAL</i>			\$1,044,127.00
<i>DISCOUNT</i>			(\$334,120.64)
<i>ESTIMATED SALES TAX</i>			\$59,150.56
TOTAL EXTENDED PRICE			\$769,156.92

2. **Payment Schedule** - DOMINION shall provide invoices to the COUNTY as described below. These invoices must cite the assigned Board Contract Number. COUNTY's Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices from DOMINION and completion of milestone.

Deliverable Name	Deliverable Description and Acceptance Criteria	Estimated Invoice Date	Invoice Amount
Acceptance of ImageCast® Central Hardware and Software (40%)	Sign off by Project Managers that all ImageCast® Central hardware and software was delivered and operational to the California use procedures.	10/28/19	\$307,662.78
Completed Acceptance of all Hardware and Software (40%)	Sign off by Project Managers that all hardware and software was delivered and operational to the California Use procedures.	12/31/19	\$307,662.76
Certification of the 2020 Presidential Primary (20%)	Certification of the 2020 Presidential Primary by the Santa Barbara County Board of Supervisors.	5/15/20	\$153,831.38

3. Annual License Fee, Optional Warranty Services and Optional Election Services

DOMINION shall provide invoices to the COUNTY as described below. The COUNTY shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the COUNTY.

3.1 ANNUAL SOFTWARE LICENSE * (includes upgrades at no additional cost)
(Beginning at the anniversary of Acceptance)

Description	QTY	Unit Price	Extended Price
Democracy Suite Standard	1	\$20,000.00	\$20,000.00
Adjudication Module	1	\$4,000.00	\$4,000.00
Automated Test Deck	1	\$1,500.00	\$1,500.00
Remote UOCAVA Module	1	\$2,500.00	\$2,500.00
ImageCast Central Tabulator Software	8	\$2,575.00	\$20,600.00
ImageCast X – BMD Software	130	\$150.00	\$19,500.00
Sub-Total			\$68,100.00
Discount			(\$13,620.00)
Annual Total			\$54,480.00

3.2 OPTIONAL ANNUAL HARDWARE WARRANTY* (Beginning at the anniversary of Acceptance)

Description	QTY	Unit Price	Extended Price
ImageCast Central Tabulator Hardware	8	\$1,500.00	\$12,000.00
ImageCast X – BMD Hardware	130	\$155.00	\$20,150.00
Sub-Total			\$32,150.00
Discount			(\$6,430.00)
Annual Total			\$25,720.00

* Annual Software License and Hardware Warranty Fees will increase starting with the period beginning on the second anniversary of Acceptance, the fees will increase by three percent (3%) of the previous year's fee.

3.3 OPTIONAL ELECTION SUPPORT SERVICES

DOMINION will prepare the Election Ballot Definition Setup Services in English including synthesized audio as described in Exhibit A Statement of Work.

Pricing Per Election – Base Charges	
Precincts and/or Splits 1 through 100*	\$200.00 Each
Precincts or Splits 101 through 500	\$75.00 Each
Each additional language	25% of the above base price/charge
Deduction for No Audio	10% of per-language base price/charge

*Minimum charge of \$4,000 applies. Languages other than English/Spanish cannot be synthesized.

4. Payment Terms

4.1. The total amount of this Agreement shall not exceed \$1,600,000.

4.2 All costs of DOMINION transportation, lodging, and meal expenses are included during the Term of the Agreement at no additional cost to or reimbursement by COUNTY.

4.3 COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require DOMINION to correct such work or billings or seek any other legal remedy.

Exhibit D

Indemnification and Insurance Requirements (For this Contract with Dominion Only)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement directly caused by CONTRACTOR'S negligence or willful misconduct where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement

of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received

and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.