

# **Attachment C**

First Amendment to the Voting Systems and  
Services Agreement

## **FIRST AMENDMENT**

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

This First Amendment to the Voting System and Services Agreement ("First Amendment") is made and entered into as of this 30<sup>th</sup> day of April, 2020 (the "Effective Date") by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Dominion Voting Systems, Inc., a Delaware corporation ("DOMINION").

### **RECITALS**

**WHEREAS**, on September 17, 2019, the COUNTY and DOMINION entered into a Voting System and Services Agreement (the "Agreement"); and

**WHEREAS**, on May 8, 2018, the California Secretary of State certified the addition of Dominion's 821D HiPro InterScan scanner to Dominion's Democracy Suite voting system; and

**WHEREAS**, the COUNTY desires to purchase one (1) 821D HiPro InterScan scanner, along with election ballot definition setup services, license and warranty; and

**WHEREAS**, the COUNTY and DOMINION desire to amend the Agreement to increase the not to exceed amount from \$1,600,000 to \$2,400,000 and update the Pricing and Payment Schedule; and

**THEREFORE**, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the COUNTY and DOMINION agree as follows:

### **AMENDMENT**

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Customer Option.** This First Amendment, when properly executed, amends the above referenced original Voting System and Services Agreement to include the purchase of one (1) additional 821D HiPro InterScan scanner and related items.
- 3. Additional Exhibit.** Exhibit C-1 (attached to this First Amendment) is hereby added and incorporated into the Agreement.
- 4. Amendment to Pricing and Payment Schedule.** Exhibit C is hereby amended to replace section 3.3 as follows:

### 3.3 OPTIONAL ELECTION SUPPORT SERVICES

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

Election Ballot Definition Setup Services	Cost per Election
State and Federal Elections - English and Spanish <ul style="list-style-type: none"><li>Includes synthesized audio.*</li><li>Per Exhibit A, DOMINION will provide Election Ballot Definition Setup Services for the first two elections the COUNTY requires at no additional charge to COUNTY.</li></ul>	First two elections: No Charge Additional Elections: \$20,000.00
State and Federal Elections - Other languages <ul style="list-style-type: none"><li>Does not include synthesized audio.*</li><li>Translations to be provided by County.</li><li>Pricing is per language regardless of the number of ballot types.</li></ul>	\$4,000.00
Special Elections <ul style="list-style-type: none"><li>Precincts and/or splits 1 through 100**</li><li>Precincts and/or splits 101 through 500</li><li>Each additional language</li><li>Deduction for No Synthesized Audio</li></ul>	\$200.00 each \$75.00 each 25% of above precinct base price 10% of per-language base price

\*Any outside recording costs would be at the County's expense.

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

Exhibit C is hereby amended to replace Section 4.1 as follows: The total amount paid under this Agreement, including cost reimbursements, is not to exceed \$2,400,000. This total amount includes the amounts in Exhibit C-1.

**5. All Other Terms.** Except as expressly amended in this First Amendment, all other Agreement terms shall remain in full force and effect.

**6. Execution of Counterparts.** This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

2019.9

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

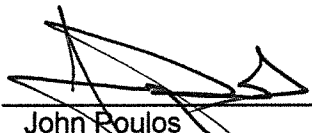
**COUNTY OF SANTA BARBARA**

**CONTRACTOR**

COUNTY BOARD OF SUPERVISORS

DOMINION VOTING SYSTEMS, INC.

By:   
Gregg Hart, Chair  
Board of Supervisors

By:   
John Poulos  
President & CEO

Date: 8-18-20

Date: JULY 30 2020

**ATTEST:**

MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

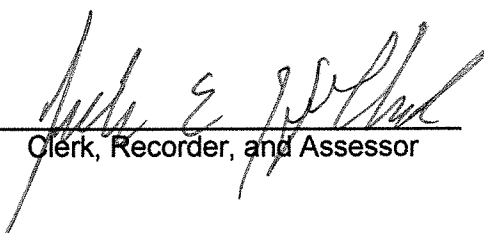
By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
RISK MANAGEMENT

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

By: \_\_\_\_\_  
Risk Management

By:   
Clerk, Recorder, and Assessor

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


COUNTY OF SANTA BARBARA

CONTRACTOR

COUNTY BOARD OF SUPERVISORS

DOMINION VOTING SYSTEMS, INC.

By: \_\_\_\_\_  
Gregg Hart, Chair  
Board of Supervisors

By:  \_\_\_\_\_  
John Poulos  
President & CEO

Date: \_\_\_\_\_

Date: 7/29/2020


ATTEST:


MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

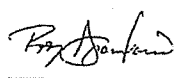
APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:  \_\_\_\_\_  
Anne Rierson (Aug 5, 2020 14:58 PDT)  
Deputy County Counsel

By:  \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RISK MANAGEMENT

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

By:  \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_  
Clerk, Recorder, and Assessor

## EXHIBIT C-1

VOTING SYSTEM AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC. AND THE COUNTY OF SANTA BARBARA  
**PRICING AND PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION**

1. **Pricing Summary** - Prices of equipment, software licenses, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

Description	Quantity	Unit Price	Extension
ImageCast Central Kit - HSS (7070) (821D Hi Pro Interscan Scanner )	1	\$183,000.00	\$183,000.00
Ink Cartridge - ICC Black Imprinter	1	\$39.00	\$39.00
PCB Imprinter SPI 6602	1	\$444.43	\$444.43
EMS Adjudication Workstation Kit	2	\$1,700.00	\$3,400.00
Training	1	\$2,000	\$2,000.00
Estimated Shipping	1	\$7,000.00	\$7,000.00
<b>Total</b>			<b>\$195,883.43</b>
Estimated Taxes	N/A	\$16,352.30	\$16,352.30

Annual License Fees (Beginning one year from date of Acceptance)*	Quantity	Unit Price	Extension
ImageCast Central Kit - HSS (7070) Software License Fee	1	\$10,300.00	\$10,300.00
Estimated Taxes	N/A	\$901.25	\$901.25

Optional Annual Warranty Fees (Beginning one year from date of Acceptance)*	Quantity	Unit Price	Extension
ImageCast Central Kit - HSS (7070) Warranty Fee	1	\$8,500.00	\$8,500.00

\* Beginning 2 years from the date of Acceptance, as defined in Section 2 and further described in Section 12 of the Voting System and Services Agreement, Dominion reserves the right to increase the Annual License and Warranty Fees for the ImageCast Central Kit – HSS (7070) by 3% of the previous year's fee.

2. **Payment** - Dominion shall invoice the Customer upon signing of this First Amendment for the Total Purchase Costs and annually for the license and warranty fees. Customer shall pay invoices in a timely manner in accordance with the Agreement. Notwithstanding sales tax, payments specified in this Section are exclusive of all excise, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. Customer is responsible for all related sales taxes.