

Contract No. 25C4393

**THIRD AMENDMENT
TO THE VOTING SYSTEMS AGREEMENT
BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND
THE COUNTY OF SANTA CRUZ, CALIFORNIA**

This Third Amendment (the “Third Amendment”) to the Voting Systems Agreement is made and entered into as of this 25th day of March 2025 (the “Third Amendment Effective Date”) by and between the County of Santa Cruz, California (“Customer” or “County”) and Dominion Voting Systems, Inc. (“Dominion” or “Contractor”). This Agreement may refer to Dominion and the County together as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS on July 15, 2019, Customer and Dominion entered into the “Managed Services Agreement” for Voting Systems services and software use licenses (the “Original Agreement”);

WHEREAS on June 1, 2020, Customer and Dominion entered into the First Amendment to the Voting Systems Agreement (“First Amendment”);

WHEREAS on July 1, 2024, Customer and Dominion entered into a Second Amendment to the Voting Systems Agreement (“Second Amendment”) (collectively, the Original Agreement, First Amendment, and Second Amendment are referred to herein as the “Agreement”); and

WHEREAS the Customer and Dominion now desire to revise certain terms of the Agreement upon the terms, covenants, and conditions set forth herein.

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

AGREEMENT

1 Recitals Incorporated. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. Compensation. Paragraph 2 of the Second Amendment is hereby deleted and replaced with the following:

Compensation. In consideration of Dominion delivering said services and accomplishing said responsibilities set forth in the Agreement, Customer agrees to pay Dominion as follows: Payment not to exceed a total eleven-year contract amount of \$2,625,884.79, with annual totals as specified in Exhibit A, Amendment Three.

3. Replacement of Exhibit A, Amendment Two: Exhibit A, Amendment Two (Pricing and Payment Summary and Deliverables Description) to the Agreement is hereby deleted in its entirety and replaced by “Exhibit A, Amendment Three,” hereby attached and incorporated by reference into this Third Amendment.

4. All Other Terms. Except as expressly amended in this Third Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Customer and Dominion have executed this Third Amendment on the day and year set forth above.

COUNTY OF SANTA CRUZ

Date: _____

By: _____
Title: County Clerk

DOMINION VOTING SYSTEMS, INC.

Date: _____

By: John Poulos
Title: President and CEO

APPROVED AS TO INSURANCE:

Signed by:

E4FADC5BA53B4DB

4/29/2025

Risk Management

APPROVED AS TO FORM:

DocuSigned by:

57FE5DD2FEC8447

4/29/2025

Office of the County Counsel

Contract No. 25C4393**EXHIBIT A, AMENDMENT THREE**

**VOTING SYSTEMS AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND THE COUNTY OF SANTA CRUZ, CA**

PRICING AND PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION**1. Pricing/Payment Summary and Descriptions**

1.1 Pricing Summary. The annual Agreement pricing shall equal the amounts described in section 1.2 herein for the subsequent eleven (11) years. All prices are in USD.

1.2 Payment Summary. The following is the invoicing schedule for County's annual payments. County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. All invoices will be issued on July 15th of each Term year.

	Year 1	Year 2	Year 3	Year 4
Description	2019/2020	2020/2021	2021/2022	2022/2023
Managed Service	\$193,773.23	\$204,465.23	\$204,465.23	\$204,465.23
Estimated Taxes	\$12,402.92	\$13,391.94	\$13,391.95	\$13,391.95
Total	\$206,176.15	\$217,857.17	\$217,857.18	\$217,857.18

	Year 5	Year 6	Year 7	Year 8
Description	2023/2024	2024/2025	2025/2026	2026/2027
Managed Service	\$204,465.23	\$240,078.37	\$241,146.77	\$242,247.21
Additional Equipment			\$70,515.00	
Estimated Taxes	\$13,391.95	\$16,026.76	\$25,772.74	\$19,555.39
Total	\$217,857.18	\$256,105.13	\$337,434.51	\$261,802.60

	Year 9	Year 10	Year 11
Description	2027/2028	2028/2029	2029/2030
Managed Service	\$205,520.29	\$211,685.90	\$218,036.48
Additional Equipment			
Estimated Taxes	\$18,655.65	\$19,225.97	\$19,813.40
Total	\$224,175.94	\$230,911.87	\$237,849.88

Total Agreement Compensation shall not exceed \$2,625,884.79.

2. **System Description** - 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
Central Scanning Solution: Absentee / Vote By Mail Hardware	
ImageCast Central: Canon DR-G1130 high speed, ImageCast Central Software, Dell All-in-One, iButton programmer and key, cables	4
In-Person Voting Solution: Polling Location Hardware	
ImageCast X BMD (21 inch) Kit includes: ICX Firmware, Tablet, 5 activation cards, printer, cables, power cord	165
ICX Technician Smartcard	25
MBP Kit #2 Portable High Volume	30
Smart-UPS C 1500VA LCD 120V 1000W	50
ICX ATI Kit	165
ICX Voting Booth - Standard	165
ICX Transport Bag Set	165
8GB USB Flash Drive	25
Election Management Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients***	2
EMS Client Workstation Configuration Kit***	2
Adjudication Workstation Kit***	3
Reformatting Station Kit	1
Mini Server Rack – StarTech	1
Smart UPS 1500 (rack mountable)	1
EMS Report Printer	2
Dominion Software	
Democracy Suite (EMS) – Initial License Fee	1
ICC Adjudication Application – Initial License Fee	1
Mobile Ballot Printing System Application – Initial License Fee	1

ImageCast Remote UOCAVA / RAVBM – Initial License Fee	1
Support Services	Days
Project Management	15
System Acceptance Testing Training	1
Train the Trainer: Poll Worker	2
Democracy Suite Result, Tally and Reporting	5
ICC Operator Training	1
ICC Adjudication Training	1
ICX Operator Training	1
On-Site Services – Non-Election Day (/day)	1
Election Support	Election
Election Set Up (Ballot Layout, Test Deck) (Primary & General 2020, 2022, 2024, 2026)	8
Annual Licenses*	
Democracy Suite (EMS) Light Software License	1
ICC Adjudication Application Software License	1
Mobile Ballot Printing System Software License	1
ImageCast Remote UOCAVA / RAVBM Software License	1
ICC Annual Firmware License	4
ICX - BMD (21 inch) Annual Firmware License	165
Warranty and Maintenance*	
ICC Annual Firmware License – G130	4
ICX - BMD (21 inch)	165

***As of the Third Amendment Effective Date, Customer is in possession of the following equipment that is no longer part of the Agreement due to an upgrade and replacement in hardware as indicated above. Dominion will pick up this equipment at its expense and convenience:

Description	Quantity
Election Management System (EMS) Standard Server Kit	2
EMS Client Workstation Kit	2
EMS Adjudication Workstation Kit	3

3. Detailed Deliverables Description

3.1 *ImageCast® Central Scanner (ICC).* Each ImageCast® Central Scanner includes the following components:

- 3.1.1 Canon DR-G1130 high speed document scanner
- 3.1.2 ImageCast® Central Software
- 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software

3.1.4 iButton Security Key

3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2 **ImageCast® Software.** The Dominion software includes, without limitation:

3.2.1 AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.3 **ImageCast® X (“ICX”).**

3.3.1 Application: ImageCast X BMD is a touchscreen in-person voting device and ballot marking 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. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter’s choices, as well as a 2D barcode which is read by Dominion’s ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored on the ImageCast Central.

3.3.2 Components: ImageCast X BMD is composed of a 21” Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6' cable. 5 smart cards, and 8GB flash drive.

3.4 **Democracy Suite Light Software** consists of the following components:

3.4.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.

3.4.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.5 **Mobile Ballot Printing** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

3.6 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines

such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment.

3.7 *ImageCast Remote Voting (UOCAVA/RAVBM) System* offers a secure and efficient means for overseas, military voters and voters with disabilities, to receive, mark, print and return their ballots. The ImageCast Remote system ensures the security and transparency of the balloting process while preserving the privacy of voters and voters. The ImageCast Remote system utilizes the same database or election project used for all other ballots. Ballots returned by ImageCast Remote voters can be processed on ImageCast Central, eliminating the need to duplicate ballots or process ballots on a separate system. Prior to first use of the ImageCast Remote, Dominion shall provide a fully inclusive accessible voter guide/pamphlet.

3.8 *Implementation Services and Training.* Dominion will provide the following training as described herein.

3.8.1 Project Management Support. Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

3.8.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

3.8.3 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.

3.8.4 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.

3.8.5 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.

3.8.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period.

3.8.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, ICX Card activation, testing and troubleshooting.

- 3.9 Election Ballot Definition Setup.** Dominion shall provide election setup services and support for the election database creation and ballot review for 8 Elections. Ballot definition services will be provided in English and Spanish only and will include the following: Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Customer's expense.
- 3.10 Travel and Expenses included.** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.11 Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.12 Disposal of Present Voting Systems.** Dominion and Customer agree that Dominion shall dispose of the present voting machines possessed by the Customer. Dominion and Customer agree that Customer shall comply with any licensing requirements for the removal of all software/firmware from the previous system, as may be required from the previous license agreement.
- 3.13 Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

Certificate Of Completion

Envelope Id: 54CF1DC4-BD2D-43D4-9ACB-0F5971E46071

Status: Sent

Subject: Complete with Docusign: Amendment C4393, BOS 5.20.25, AMS #25-1520

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Rita Sanchez

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rita.Sanchez@santacruzcountyca.gov

IP Address: 10.103.81.9

Record Tracking

Status: Original

Holder: Rita Sanchez

Location: DocuSign

4/29/2025 12:58:15 PM

Rita.Sanchez@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

Timestamp

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:


E4EADC5BA534DB...

Sent: 4/29/2025 1:11:08 PM

Viewed: 4/29/2025 5:23:05 PM

Signed: 4/29/2025 5:24:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.238.8.207

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

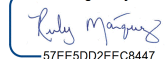
Ruby Marquez

Ruby.Marquez@santacruzcountyca.gov

Santa Cruz County Counsel's Office

Security Level: Email, Account Authentication
(None)

DocuSigned by:


57EE5DD2EEC8447...

Sent: 4/29/2025 1:11:08 PM

Viewed: 4/29/2025 2:56:24 PM

Signed: 4/29/2025 3:00:11 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 1:02:02 PM

ID: fb88eb14-13ef-451e-ba60-ef5406b9266a

Rita Sanchez

rita.sanchez@santacruzcountyca.gov

Asst County Clerk

Security Level: Email, Account Authentication
(None)

Sent: 4/29/2025 5:24:04 PM

Viewed: 5/1/2025 1:18:08 PM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2023 12:12:18 PM

ID: 25880412-3e9d-4a38-97d8-1539f83a5842

John Poulos

Contracts@dominionvoting.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 8/19/2024 2:03:40 PM

ID: be246d60-b6b5-4b41-b37f-d53d5a014f61

Signer Events	Signature	Timestamp
Tricia Webber		
Tricia.Webber@santacruzcountyca.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 3/4/2022 3:25:56 PM		
ID: 077d8380-46c5-48c6-9a4e-81c8d74eea94		
CBD eSignature		
cbd.esignature@santacruzcountyca.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 6/20/2024 3:08:48 PM		
ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2025 1:11:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Santa Cruz:

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

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

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

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

To request paper copies from County of Santa Cruz

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

To withdraw your consent with County of Santa Cruz

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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