

37. Approve third amendment to agreement with Dominion Voting Systems, Inc., increasing the amount by \$93,474.32 for a new total amount of \$2,625,884.79, for upgrades to improve the administration of elections, and take related actions ()



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: County Clerk/Elections

Subject: Approve Third Amendment to Dominion Voting Systems, Inc

Meeting Date: June 10, 2025

Formal Title: Approve third amendment to agreement with Dominion Voting Systems, Inc., increasing the amount by \$93,474.32 for a new total amount of \$2,625,884.79, for upgrades to improve the administration of elections, and take related actions

Recommended Actions

1. Approve amendment No. 3 to the expenditure agreement with Dominion Voting Systems Inc., increasing the not-to-exceed amount to \$2,625,884.79 for the enhancement of election technology and to make election security improvements; and
2. Authorize the County Clerk to execute the amendment.

Executive Summary

The County Clerk seeks approval to amend contract No. C4393 with Dominion Voting Systems, Inc. (Dominion) to implement upgrades focused on election security.

Discussion

In 2019, the Board approved the original agreement with Dominion for the lease of an auditable, secure paper-based voting system with accessible units that are used at vote centers, satellite offices, and the elections office. The voting system also includes the tabulation equipment and the remote accessible vote-by-mail program used by military and overseas voters, as well as voters with disabilities who wish to vote by mail. Leasing the equipment allows for easier changes in the voting environment such as upgrading, adding, or eliminating equipment if needed.

The County Clerk currently leases a total of 30 mobile ballot printing (MBP) units which allows Santa Cruz County to resource and make available vote centers in numbers above those required by the State. It also allows us to have additional MBPs to address equipment issues without service interruption and be compliant with the Help America Vote Act of 2002 and state standards for voting systems.

This agreement is included as part of the Fiscal Year (FY) 2025-26 Continuing Agreements List (CAL). The Board has approved two prior amendments to this agreement, which have expanded the number of leased mobile ballot printer units and extended the term of the agreement.

This third amendment includes software upgrades and the replacement of hardware servers and workstations as required by the Secretary of State. The required upgrade will address several critical needs such as additional encryption, enhanced efficiency, improved accuracy, increased accessibility, regulatory compliance and robust election security.

Financial Impact

Software upgrades are included in the current license agreement. The hardware

replacements to our election systems qualify as a reimbursable election cost under grant agreement No. 23G27144. As such, the increase in expenditures of \$93,474.32 between GL keys 214000/74234, 214000/74424, 214000/62381, and 214000/62500 through this contract amendment does not have a financial impact on the General Fund.

Strategic Initiatives

Operational Plan - Operational Excellence

Submitted By:

Tricia Webber, County Clerk

Recommended By:

Carlos J. Palacios, County Administrative Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

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:

E4EADC5BA53B4DB

4/29/2025

Risk Management

APPROVED AS TO FORM:

DocuSigned by:

57EE5DD2EEC8447

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.

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Gina Borasi

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Risk Manager

County of Santa Cruz

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Ruby Marquez

Ruby.Marquez@santacruzcountyca.gov

Santa Cruz County Counsel's Office

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Rita Sanchez

rita.sanchez@santacruzcountyca.gov

Asst County Clerk

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John Poulos

Contracts@dominionvoting.com

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Intermediary Delivery Events	Status	Timestamp
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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.

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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.

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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:

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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.

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

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- 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..

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- 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.