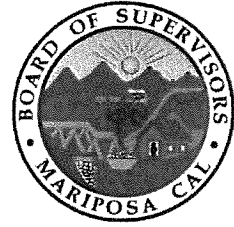




MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·



RESOLUTION - ACTION REQUESTED 2019-403

MEETING: July 9, 2019
TO: The Board of Supervisors
FROM: Keith Williams, Treasurer/Tax Collector
RE: Amended Voting System Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve an Amended Agreement with Dominion Voting Systems; and Authorize the Board of Supervisors Chair to Sign the Amendment (\$49,120).

On August 23, 2018 The Board signed an agreement for a new voting system (Res. 2018-426). This amendment will provide the equipment necessary to implement the Voter's Choice Act recently adopted by the Board of Supervisors.

Funding for this amendment is included in the Fiscal 2019-20 budget, State Grant funds provide a dollar for dollar match making the net cost to the County \$24,560.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously supported the purchase of new voting systems.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the amendment and continue with the old agreement at a higher annual cost.

FINANCIAL IMPACT:

Included in 2019-20 fiscal year budget.

ATTACHMENTS:

Mariposa Amendment 1_06.14.2019 (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**FIRST AMENDMENT
TO THE VOTING SYSTEMS AGREEMENT
BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND
MARIPOSA COUNTY, CALIFORNIA**

This First Amendment (the "First Amendment") to the Voting Systems Agreement (the "Agreement") is made and entered into as of this 1st day of July 2019 (the "Effective Date") by and between Mariposa County, California ("Customer") and Dominion Voting Systems ("Dominion").

RECITALS

WHEREAS on August 17, 2018, Customer and Dominion entered into 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. Change to Section 3 of the Agreement terms. Section 3 of the main terms of the Agreement is hereby deleted in its entirety and replaced by the following:

The Term of this Agreement shall begin on the Effective Date and shall continue until June 30, 2027, providing however and subject to possible annual price increases, the Licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.


3. Change to Exhibit A: Exhibit A to the Agreement is hereby deleted in its entirety and replaced by Exhibit A-1 attached to this First Amendment.

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

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

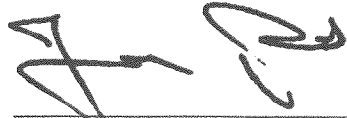
COUNTY OF MARIPOSA

Date: 7-9-19


By: Miles Menetrey
Title: Board Chair

DOMINION VOTING SYSTEMS, INC.

Date: 7/2/2019


By: John Poulos
Title: President and CEO

APPROVED AS TO FORM:



STEVEN W. DAHLEM
COUNTY COUNSEL

EXHIBIT A-1

VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND MARIPOSA COUNTY, CA

PRICING 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 eight (8) 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 August 17th of each Term year.

	Year 1	Year 2	Year 3	Year 4
Description	2019/2020	2020/2021	2021/2022	2022/2023
Managed Service	\$47,037.12	\$47,037.12	\$47,037.12	\$47,037.12
Estimated Taxes	\$2,082.63	\$2,082.63	\$2,082.63	\$2,082.63
Total	\$49,119.75	\$49,119.75	\$49,119.75	\$49,119.75

	Year 5	Year 6	Year 7	Year 8
Description	2023/2024	2024/2025	2025/2026	2026/2027
Managed Service	\$47,037.12	\$47,037.12	\$47,037.12	\$47,037.12
Estimated Taxes	\$2,082.63	\$2,082.63	\$2,082.63	\$2,082.63
Total	\$49,119.75	\$49,119.75	\$49,119.75	\$49,119.75

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	1
ImageCast Central Scanner only: Canon DR-G1130 high speed	1
In-Person Voting Solution: Polling Location Hardware	
ImageCast X BMD (21 inch) Kit includes: ICX Firmware, Tablet, 5 activation cards, printer, cables, power cord	11
ICX Pollworker Smartcard	25
ICX Technician Smartcard	5
Mobile Ballot Printing (MBP) Kit Oki Data C712dn: MBP printer, dell laptop, cables	3
Smart-UPS C 1500VA LCD 120V 1000W	3
ICX ATI Kit	11
ICX Voting Booth - Standard	11
ICX Transport Bag Set	11
8GB USB Flash Drive	5

Election Management Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients	2
EMS Client Workstation Configuration Kit	2
Adjudication Workstation Kit	2
Reformatting Station Kit	1
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	30
Train the Trainer: Poll Worker	2
Democracy Suite Result, Tally and Reporting	4
ICC Operator Training	1
ICC Adjudication Training	1
ICX Operator Training	1
Election Support	
	Election
Election Set Up (Ballot Layout, Test Deck)	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	2
ICX - BMD (21 inch) Annual Firmware License	11
Warranty and Maintenance*	
ICC Annual Firmware License – G130	2
ICX - BMD (21 inch)	11

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 both 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.
- 3.8 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.
- 3.9 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.

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

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 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.

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

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

3.6.7 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.

3.7 *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.

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

- 3.9 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.10 **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.
- 3.11 **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.