

Recorder's Office Cover Sheet

Recording Requested By:

Name: KATHY LEWIS

Department: CLERK-TREASURER



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

9/8/2020

DATE

**SECOND AMENDMENT
TO THE VOTING SYSTEM AGREEMENT BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC. AND DOUGLAS COUNTY,**

DOUGLAS COUNTY CLERK
SPRINGFIELD, NV

BY  DEPUTY

This SECOND AMENDMENT (the "Second Amendment") is made and entered into as of this 3rd day in September 2020 by and between Douglas County, NV (the "Customer"), and Dominion Voting Systems, Inc. ("Dominion"), a corporation organized under the laws of the State of Delaware. Hereinafter, the Customer and Dominion may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Customer and Dominion entered into the VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND DOUGLAS COUNTY, NV (the "Original Agreement"), with the effective date October 30, 2017 for the Customer's purchase from Dominion of certain voting systems, licenses, and related solutions, which was amended by a First Amendment on September 3, 2020 (the Original Agreement and First Amendment shall collectively be referred to as the "Agreement"); and

WHEREAS, both Parties have been satisfied with each other's performance under the Agreement, and wish to amend the Agreement to update the scope of purchase of the Agreement, including the terms and conditions thereof, as provided in this First Amendment.

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 Parties agree as follows:

AGREEMENT

1. Recitals Incorporated. The above recitals are true and correct and are hereby incorporated herein by this reference as if fully set forth as part of this First Amendment.
2. Additional Exhibit. Exhibit A-2, attached hereto and incorporated herein by this reference, is hereby added to and incorporated into the Agreement as Exhibit A-2. Exhibit A-2 shall be appended to the Agreement immediately following Exhibit A-1 to the Agreement.
3. Amendments to Agreement. The following amendments shall be made to the Agreement:
 - 3.1 The first sentence of Section 1 of the Agreement is amended to read as follows: "Exhibit A, Exhibit A-1, Exhibits A-2 and Exhibit B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement")."
 - 3.2 The list of exhibits referenced in Section 1 of the Agreement is amended to be as follows:
 - "Exhibit A: Pricing Summary and Deliverables Description"
 - "Exhibit A-1: Pricing and Payment Summary – Rental Purchase Option"
 - "Exhibit A-2: Pricing and Payment Summary and Deliverables Description"
 - "Exhibit B: Software License Terms and Conditions"

3.3 Section 2.3 of the Agreement is amended so that the definition of “Dominion Hardware” is as follows: “‘Dominion Hardware’ means the system hardware as more specifically described in Exhibit A, Exhibit A-1 and Exhibit A-2.”

3.4 Section 2.4 of the Agreement is amended so that the definition of “Dominion Software” is as follows: “‘Dominion Software’ means software and firmware programs licensed to the Customer by Dominion and any associated documentation as more specifically described in Exhibit A, Exhibit A-1 and Exhibit A-2.”

3.5 In its entirety, Section 4.1 of the Agreement is amended read as follows: “Deliver the System and installation plan services as described in Exhibit A, Exhibit A-1, and Exhibit A-2.”

3.6 In its entirety, Section 4.7 of the Agreement is amended to read as follows: “Provide invoices to Customer upon Acceptance of items listed in Exhibit A, Exhibit A-1 and Exhibit A-2, and pursuant to the payment schedule described in Section 5.1 herein.”

4. All Other Terms. All other sections, parts, terms, and conditions of the Agreement not expressly amended by this First Amendment shall remain in full force and effect.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DOMINION VOTING SYSTEMS, INC.



JOHN POULOS
President and CEO

9/3/2020

DATE

COUNTY OF DOUGLAS, NEVADA



By: Patrick Cates
Title: County Manager

Sep 3, 2020

DATE

EXHIBIT A-2

**VOTING SYSTEM ACQUISITION AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND DOUGLAS COUNTY, NV**

PRICING AND PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION

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	EXTENSION
In-Person Voting Solution			
ImageCast® Prime Voting Units (aluminum with VVPAT)	33	\$2,700.00	\$89,100.00
ImageCast® Prime Privacy Filters	180	\$72.00	\$12,960.00
ImageCast® Prime LED Light	180	\$56.00	\$10,080.00
ImageCast® X Prime Voter Activation Kit	7	\$1,200.00	\$8,400.00
USB Flash Drive – 8GB – 3.0	250	\$16.60	\$4,150.00
Total:			\$124,690.00

Annual License and Warranty Fees*	QTY		
ImageCast® Prime Software – Annual License Fee	33	\$95.00	\$3,135.00
ImageCast® Prime Software – Annual Warranty Fee	33	\$95.00	\$3,135.00
Total:			\$6,270.00

2. Payment

2.1 **Initial Purchase Payment Schedule.** - Dominion shall provide invoices to the Customer as described below.

ID	Payment Date	Payment Amount
1	Second Amendment Signing	\$124,690.00
2	Annual License & Warranty Fees beginning January 1, 2021*	\$6,270.00

2.2 The Customer 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 Customer.

* Beginning January 1, 2022, Dominion reserves the right to increase the Annual License Fees by a percentage of the previous year's fee, which shall be the lesser of the Consumer Price Index Series percent change of the prior twelve (12) month period or five percent (5%).

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

8th day of September, 2020

By _____ Deputy