

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DOMINION VOTING SYSTEMS, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 12th day of August, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Dominion Voting Systems, Inc., hereinafter called "Contractor". When referenced together hereinafter, the entities are collectively referred to as "Parties".

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on or about July 1, 2019, the Parties entered into a Voting System and Services Agreement 13000-20-R075785 (the "Agreement") for a lease of voting system equipment and services for the term of July 1, 2019 through June 30, 2022, with two (2) options to extend the Agreement for additional three-year terms, in an amount not-to-exceed \$5,821,147.45; and

WHEREAS, on or about February 1, 2020, the Parties entered into the First Amendment to the Agreement: (1) to modify the Agreement's scope to include the lease of one additional HiPro InterScan scanner; and (2) to increase the maximum amount payable by the County to Contractor to an amount not-to-exceed to \$5,823,484.96; with all other terms of the Agreement remaining unchanged; and

WHEREAS, also in November 2021, the County exercised both three-year options to extend the term of the Agreement through June 30, 2028; and

WHEREAS, the Parties desire to enter into this Second Amendment to the Agreement: (1) to modify the Agreement's scope to include the lease of new servers and desktop computers as part of the County's update to Dominion Democracy Suite 5.19; and (2) to increase the maximum amount payable by the County to Contractor by \$154,666.58, for a new total amount not-to-exceed \$5,978,151.52,; with all other terms of the Agreement remaining unchanged.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 4 (Payments) of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall

make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE MILLION NINE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS AND FIFTY-TWO CENTS (\$5,978,151.52). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. Contractor shall submit invoices to County as described in Exhibit C. County shall pay all invoices no later than 90 days after receipt.

- 2. Modifications to Exhibits B and C of the Agreement.** The following Agreement tables are hereby deleted in their entirety and replaced with the corresponding Exhibit tables provided herein to this Second Amendment to the Agreement:
 - a. Exhibit B table entitled "Dominion Democracy Suite Payment Schedule"
 - b. Exhibit C table entitled "Dominion Democracy Suite 9 Year Lease Costs"
- 3. Modifications to Exhibit B.** The following Agreement table is hereby added in its entirety with the corresponding Exhibit table provided herein to this Second Amendment to the Agreement:
 - a. Exhibit B table entitled "Dominion Democracy Suite Hardware and Software Additional items to be delivered in September 2025"
- 4. Except as modified by the First Amendment to the Agreement or this Second Amendment to the Agreement, all other terms and conditions of the Agreement dated July 1, 2019 between the County and the Contractor shall remain in full force and effect.**

Exhibit B

Dominion Democracy Suite Payment Schedule	
Invoice Date	Payment
July 1, 2019	\$217,705.25
August 31, 2019	\$217,705.25
December 1, 2019	\$217,705.18
Thirty (30) days after First Amendment's Effective Date	\$47,124.72
August 1, 2020	\$640,405.57
August 1, 2021	\$641,023.38
August 1, 2022	\$641,023.38
August 1, 2023	\$641,023.38
August 1, 2024	\$641,023.38
August 1, 2025	\$691,137.35
August 1, 2026	\$691,137.35
August 1, 2027	\$691,137.35
Total	\$5,978,151.52


Dominion Democracy Suite Hardware and Software Additional items to be delivered in September 2025			
Description	Quantity	Unit Price	Total Price
Central Scanning: Absentee / Vote By Mail Hardware			
ImageCast Central Tabulator – Canon Workstation - Precision 3460 XE (8GB) - With O/S	5	\$1,500.00	\$7,500.00
ImageCast Central Tabulator – Canon Monitor - Touchscreen - 24"- P2424HT	5	\$720.00	\$3,600.00
ImageCast Central Tabulator – HiPro Workstation - Optiplex XE4 - With O/S	2	\$2,150.00	\$4,300.00
Election Management Hardware			
Democracy Suite Standard Server EMS Standard Server Kit (R660/WS2022/SS2022) PowerEdge R660 rack server, 24 port switch, 24" monitor, keyboard and mouse, patch cable, Cepstral, Avast	3	\$25,000.00	\$75,000.00
Democracy Suite EMS Client Workstation EMS Client Workstation Kit (3460 XE/P2422H/SS DCAL) Dell Precision 3460 XE desktop workstation, Dell P2422H 24" monitor, iButton Programmer with USB Adapter, Cable - Patch, Cat 6, RJ45 Male/Male 25', ImageCast X Smart Card Reader/Writer - ACR39U, Microsoft Windows 11 Pro License, High Speed Media Reader - USB 3.0 Delkin; Device CAL - Microsoft SQL Server - Any Version - MPSA	5	\$2,200.00	\$11,000.00
Democracy Suite Adjudication Hardware EMS Adjudication Workstation Kit (3460 XE/SS2019/P2422H) Dell Precision 3460 XE desktop workstation, Dell P2422H 24" monitor, Microsoft SQL Server 2019 - Device Client Access License, Cable (Patch, Cat 6, RJ45 Male/Male 25'), Windows 11 Pro.	11	\$2,025.00	\$22,275.00
Support Services			
On-Site Services - Non-Election Day (/day)	1	\$2,200.00	\$2,200.00
Shipping			
Shipping (estimated)	1	\$1,650.00	\$1,650.00
Items will be delivered no later than November 30, 2025			
Dominion will remove equipment that is replaced.			

Exhibit C

Dominion Democracy Suite 9 Year Lease Costs										
Year	1	2	3	4	5	6	7	8	9	Total
Fiscal Year	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
Previous MSA Amount	\$700,240.40	\$640,405.57	\$641,023.38	\$641,023.38	\$641,023.38	\$641,023.38	\$641,023.38	\$641,023.38	\$641,023.38	
Amendment 2							\$45,818.49	\$45,818.49	\$45,818.49	
Amendment 2 Sales Tax							\$4,295.48	\$4,295.48	\$4,295.48	
Managed Service Agreement Total	\$700,240.40	\$640,405.57	\$641,023.38	\$641,023.38	\$641,023.38	\$641,023.38	\$691,137.35	\$691,137.35	\$691,137.35	\$5,978,151.52

In witness of and in agreement with this Agreement's terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Dominion Voting Systems, Inc.

Signed by:	6/18/2025	John Poulos
 Contractor Signature	 Date	 Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board