AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: First Amended Service Agreement; Dominion

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Dominion Voting Systems

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

First Amended

Fiscal Impact: Additional $1000 a year for Election Equipment

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

No concerns, will discuss during 2021 budget process for enhancement request, kn

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/2/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/8/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/10/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/15/2020

Revised April 2015

FIRST AMENDMENT
VOTING SYSTEMS AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC. AND GUNNISON COUNTY, CO

This First Amendment to the Voting Systems and Managed Services Agreement is made and entered into as of this 1st day of September 2020 (the "Effective Date") between Gunnison County, CO ("Customer") and Dominion Voting Systems, Inc. ("Dominion").

RECITALS

WHEREAS, on March 2, 20176, the Customer and Dominion entered into a Voting Systems and Managed Services Agreement (the "Agreement"); and

WHEREAS, the Customer and Dominion would like to modify the terms of the Agreement;

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:

AMENDMENT

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

2. Addition of Exhibit A-1: Exhibit A-1 attached to this First Amendment is hereby added to the Agreement.

3. Title. Specifically, and only for the deliverables defined in Exhibit A-1, Title to the deliverables, or any portion thereof, excluding Dominion and Third-Party Software, will pass to Customer upon delivery.

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.

GUNNISON COUNTY

Date: _____ _____

DOMINION VOTING SYSTEMS, INC.

Date: 8/27/2020 _____

John Poulos
President & CEO

EXHIBIT A-1

PRICING SUMMARY AND DELIVERABLES QUANTITIES

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.

Product/Service	Qty	Unit Price	Extension
In-Person Voting: Polling Location Hardware			
ImageCast X Kit – BMD (Samsung)	4	$2,575.00	$10,300.00
ImageCast X Voter Activation Kit	1	$705.00	$705.00
		Sub-Total	**$11,005.00**
Accessories/Consumables			
ImageCast X Voting Booth – Standard	4	$295.00	$1,180.00
ImageCast X Classic BMD Transport Bag Kit (Tablet + Printer)	4	$100.00	$400.00
ImageCast X Voting Poll Worker Smart Card	50	$8.10	$405.00
		Sub-Total	**$1,985.00**
		Purchase Total	**$12,990.00**

ANNUAL FEES			
ImageCast X Annual Software License*	4	$125.00	$500.00
ImageCast X Annual Hardware Warranty	4	$125.00	$500.00
		Total Annual Fees:	**$1,000.00**

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. Ongoing licenses and warranties will be invoiced annually. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt. Payments specified in this Exhibit A-1 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.

ID	Payment Date	Payment Amount
1	Equipment Acceptance	**$12,990.00**
2	Annual Fees (Invoiced on September 1 of each Term year starting in 2021)*	**$1,000.00**

* Beginning September 1, 2022, Dominion reserves the right to increase the Annual Software License Fee within two percent (2%) of the previous year's fee.