

AMENDMENT 1
VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC. AND OCEAN COUNTY, NJ

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

RECITALS

WHEREAS, on June 17, 2020, the Customer and Dominion entered into a Voting System Agreement (the "Agreement"); and

WHEREAS, the Customer and Dominion desire to amend the terms of the Agreement to include additional needed equipment for the General Election 2020 by Ocean County Resolution dated August 19, 2020.

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:

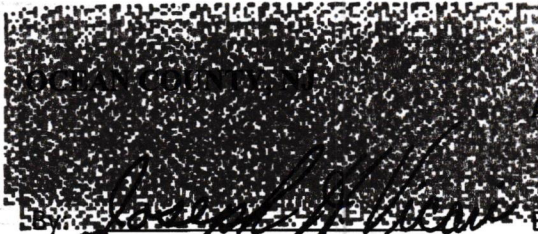
AMENDMENT

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

B. Exhibit A. Exhibit A of the Agreement is hereby deleted and replaced by a new Exhibit A attached hereto.

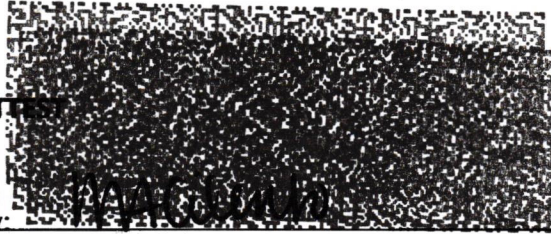
D. All Other Terms. Except as expressly amended in this Amendment 1, all other Agreement terms shall remain in full force and effect.

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



Joseph H. Vicari
Freeholder Director

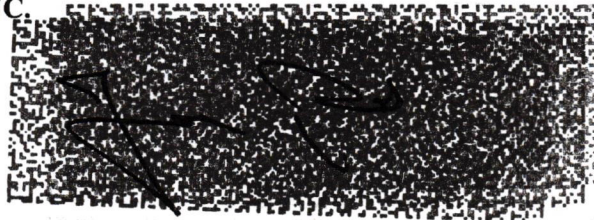
Date: 9-18-2020



Mary Ann Cilento
Clerk of the Board

Date: 9-18-2020

DOMINION VOTING SYSTEMS, INC.



Date: 9/01/2020

John Poulos
President & CEO

EXHIBIT A

VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS AND OCEAN COUNTY, NJ

PRICING 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
Central Scanning Solution: Absentee / Central Count			
ImageCast Central Workstation – Dell 5270 (8 GB RAM, 500GB HDD, Win 10 Pro)	3	\$1,750.00	\$5,250.00
ImageCast Central Kit – G2140	6	\$25,000.00	\$150,000.00
Sub-Total:			\$155,250.00
Election Management Hardware			
Democracy Suite EMS Standard Server	1	\$17,000.00	\$17,000.00
EMS Client Workstation Configuration Kit	1	\$1,700.00	\$1,700.00
EMS Adjudication Workstation	3	\$1,700.00	\$5,100.00
EMS Adjudication Software Module – Initial Fee	1	\$75,000.00	\$75,000.00
Sub-Total:			\$98,800.00
Purchase – Year 1 Total:			\$254,050.00

ANNUAL SOFTWARE LICENSE & WARRANTY

License and Warranty Fees	Quantity	Unit Price	Extended Price
ImageCast Central - ICC Firmware License Fee (Flat rate for previously purchased Canon X10 Scanners 3 total)	n/a	\$4,000.00	\$4,000.00
ImageCast Central - ICC Firmware License Fee - Canon G2140	6	\$2,575.00	\$15,450.00
Democracy Suite Software License Fee	1	\$12,500.00	\$12,500.00
Adjudication Software License Fee	1	\$15,000.00	\$15,000.00
ImageCast Central – Warranty Fee Canon G2140's only	6	\$1,500.00	\$9,000.00
TOTAL			\$55,950.00

(Beginning September 1, 2021 and each renewal year thereafter. For software license and warranty fees, starting September 1, 2023, Dominion reserves the right to adjust the Annual Software License Fee within three percent (3%) of the then current fee.)

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. 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.

ID	Payment Schedule	Payment Amount
1	Agreement Signing	\$23,950.00
2	Amendment 1 Signing	\$230,100.00
3	Annual Fees (Beginning September 1, 2021)	\$55,950.00

Certification 45455

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2019** to **15-SEP-2022**

**DOMINION VOTING SYSTEMS, INC.
1201 18TH STREET, STE 210
DENVER CO 80202**



Elizabeth Maher Muoio
**ELIZABETH MAHER MUOIO
State Treasurer**

(REVISED 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION ADDENDUM

1. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subconsultant agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

2. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Consultant or subconsultant agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

3. Consultant shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

4. PROCUREMENT AND SERVICE CONTRACT - MANDATORY LANGUAGE

During the performance of a contract, the Consultant agrees as follows:

A. The Consultant or subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Consultant or subconsultant, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

C. The Consultant or subconsultant, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for

employment.

D. The Consultant or subconsultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The Consultant or subconsultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

F. The Consultant or subconsultant agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Consultant or subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

H. The Consultant or subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

I. The Consultant and its subconsultants shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Provisions D, E, F, G or H not required for subconsultants with four (4) or fewer employees or a Consultant who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Americans With Disabilities Act

Equal Opportunity For Individuals With Disabilities

The Consultant and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the County pursuant to this Agreement, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this Agreement, the Consultant shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless the County, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Consultant agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Consultant shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Consultant every demand, complaint, notice, summons, pleading or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Consultant pursuant to this Agreement will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this Paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this Agreement, nor shall they be construed to relive the Consultant from any liability, nor preclude the County from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.