

**AMENDMENT NO. 1
TO AGREEMENT NO. 190126B**

THIS AMENDMENT NO.1 (“First Amendment”) to the Voting System and Managed Services Agreement, Agreement No. 190126B is made and entered into as of this 28th day of May, 2025 by and between by and between the County of Napa, a political subdivision of the State of California, 1195 Third Street, Napa, California 94559 (“County”) and Dominion Voting Systems, Inc. a corporation organized under the laws of the State of Delaware (“Dominion”), PO Box 40005, Denver, CO 80204.

RECITALS

WHEREAS, on July 1, 2018, County and Dominion entered into Agreement No. 190126B (the “Agreement”); and

WHEREAS, County and Dominion desire to extend the term of the Agreement.

NOWHEREFORE, 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, County 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. Amendment of Paragraph 3. Paragraph 3 of the Agreement is amended to read as follows:

“Term of Agreement. The Term of this Agreement shall begin on July 1, 2025 and shall continue until June 30, 2032, unless sooner terminated or extended as provided herein.”

3. Replacement of Exhibit A. Exhibit A-1, attached hereto and incorporated herein by this reference, hereby replaces Exhibit A in its entirety. All references in the Agreement to “Exhibit A” shall mean “Exhibit A-1” as of the effective date of this First Amendment.

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

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

Signed by: John Poulos 5/28/2025
25A4931427D54E7...
John Poulos President & CEO

DocuSigned by: Lindsey Kurtz 5/28/2025
04A4840B8C2C48F...
Lindsey Kurtz General Counsel

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board
of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: May 23, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-1

**VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.
AND NAPA COUNTY, CA
PRICING SUMMARY AND DELIVERABLES DESCRIPTION**

1. Pricing and Deliverables Summary. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by County at the current list price, subject to availability. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the County’s state, may be substituted by Dominion.

DESCRIPTION	QTY
In-Person Voting: Polling Location Hardware	
ImageCast® X – BMD (Ballot Marking Device Printer Kit - HP4001 + Extender Tray)	70
ImageCast® X Voter Activation Stations	14
ImageCast® X Voting Smart Cards	50
ImageCast® X Pollworker Smart Cards	15
8GB USB Flash Drive	5
UPS SMT 1500 980 watts, input 120/output 120, interface DD-9RS-232	13
Mobile Ballot Printing (MBP) System with Oki Data C331DN Printer Kit	11
Mobile Ballot Printing (MBP) System with Lexmark 730 Printer Kit	1
Central Scanning: Absentee / Vote By Mail Hardware	
Workstation - Precision	2
ImageCast Central Scanner Kits	2
Accessories & Consumables	
Transport Bag Kit - 1 BMD Printer & 1 Ext Tray Sleeve	70
Audio Tactile Interface Kit (ATI) - ICX - USB	70
ImageCast Voting Booth - Standard	70
Image Drum, black & color	2
Toner Cartridge, Black, Cyan, Magenta, Yellow	4
Image Cast X Classic Voter Activation Cards	100
Election Management Hardware	
Election Management System (EMS) Standard Server Kit	2
EMS Client Workstation Kit	3

EMS Adjudication Workstation Kit	2
Network Cables CAT6 UTP Patch Cables (12 Units)	1
EMS Report Printer	1
Digi Connect LTS 16 port	1
Support Services and Training	
On-Site Services - Non-Election Day (/day)	7
System Acceptance Testing Training (provided before First Amendment Effective Date)	1
ICX Operator Training (provided prior to First Amendment Effective Date)	1
Pollworker Train the Trainer (provided prior to Effective Date)	1
Ballot Setup (7 elections, 2026 Primary & General, 2028 - Primary & General, 2030 – Primary & General, 2032 – Primary	7
On-Site Election Day Technical Support (7 elections Primary & General, 2028 -Primary & General, 2030 – Primary & General, 2032 – Primary, Arrive Monday afternoon, on-site Tuesday, Depart Wednesday morning)	7
On-Site Non-Election Day Support, 14 days - Saturday & Sunday before election Support begins for Primary & General 2028, Primary & General 2030, Primary 2032	14
On-Site 1 Non Election Day Service 2025 (Installation)	1
Software Licenses and Hardware Warranties	
Democracy Suite Software License	1
ImageCast Adjudication Software License	1
Mobile Ballot Printing Software License	1
ImageCast Remote UOCAVA/RAVBM Application	1
ImageCast X Software/Firmware License	70
Mobile Ballot Printer Warranty	12
ImageCast X Warranty	70

The following equipment will no longer be included in this Agreement as of the First Amendment Effective Date. Dominion will pick up this equipment at its own expense:

DESCRIPTION	QTY
EMS Standard Server Kit	2
EMS Client Workstation Kit	3
Adjudication Workstation	2
ImageCast X Classic BMD Transport Bag Kit	70
Mobile Ballot Printer (Oki Data 931)	1
Mobile Ballot Printer laptops	12
ImageCast X Activation Stations (ICVA)	14

1.1 **Pricing Summary.** County has selected the managed services option, instead of an outright

purchase.

1.2 **Payment Summary.** The following is the invoicing schedule for the annual County payments. The Customer 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 is in U.S. Dollars. Prices include shipping.

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	07/01/2025	06/30/2026	07/01/2025	\$148,092.56	\$8,159.07	\$156,251.63
2	07/01/2026	06/30/2027	07/01/2026	\$152,534.94	\$8,503.35	\$161,038.29
3	07/01/2027	06/30/2028	07/01/2027	\$157,111.40	\$8,858.03	\$165,969.43
4	07/01/2028	06/30/2029	07/01/2028	\$161,824.58	\$9,223.30	\$171,047.88
5	07/01/2029	06/30/2030	07/01/2029	\$166,678.78	\$9,599.50	\$176,278.28
6	07/01/2030	06/30/2031	07/01/2030	\$171,679.34	\$9,987.04	\$181,666.38
7	07/01/2031	06/30/2032	07/01/2031	\$176,829.58	\$10,386.18	\$187,215.76

2. Product Description

- 2.1 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 2.2 **Travel and Expenses included.** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 2.3 **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.