

**RENEWAL AND AMENDMENT NO. 3 TO STANDARD AGREEMENT A-13733
BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTE USA INC.**

THIS RENEWAL and AMENDMENT NO. 3 to Standard Agreement A-13733, between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Liberty Vote USA Inc., formerly named Dominion Voting Systems Inc., (hereinafter, “CONTRACTOR”), is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-13733, with the County on August 1, 2017, (hereinafter, “Agreement”) to provide the County with leased voting equipment and provide support deliverables through December 31, 2023, for an amount not to exceed \$1,239,319.70; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 1 to the Agreement on October 22, 2019, to extend the term two (2) additional years through December 31, 2025, for an aggregate term of August 1, 2017, through December 31, 2025, and increase the amount by \$1,099,634.31 for an aggregate total amount not to exceed of \$2,338,954.01; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 2 to the Agreement to increase the amount by \$152,229 for an aggregate total amount not to exceed of \$2,491,183, to allow CONTRACTOR to continue to provide services without changes to the term; and

WHEREAS, Dominion Voting Systems, Inc. was bought and a formal and legal name change was entered into changing the name to Liberty Vote USA Inc., on or about October 17, 2025, but the Tax ID remained the same;

WHEREAS, the agreement expired on December 31, 2025, and the County and CONTRACTOR wish to continue the agreement and enter into Renewal and Amendment No. 3 to the Agreement to extend the term six (6) additional years through December 31, 2031, for an aggregate term of August 1, 2017, through December 31, 2031, and to increase the amount by \$1,756,774, for an aggregate total amount not to exceed of \$4,247,957, to allow CONTRACTOR to continue to provide services; and

WHEREAS, in Renewal and Amendment No. 3, the parties negotiated additions and revisions to the payment terms, termination terms, warranty and termination terms, on the original agreement as set forth below and in Exhibit A-1.

NOW THEREFORE, County and CONTRACTOR agree:

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

2. PAYMENT BY COUNTY shall be amended to the following: “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Pricing Summary**

and Deliverables Description Exhibit A-1 in Renewal and Amendment No. 3 attached hereto and subject to the conditions set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$4,247,957.”

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

- 2. Term of Agreement** shall be amended to the following: “The term of this Agreement is from August 1, 2017, to December 31, 2031, unless sooner terminated pursuant to the terms of this Agreement.”

4. Amendment of Paragraph 9. Paragraph 9 of the Agreement is amended to read as follows:

9. Warranties

- 9.1. CONTRACTOR Software Warranty. The CONTRACTOR Software warranty is subject to the terms and conditions of Exhibit B – Software Terms and Conditions.
- 9.2. Third Party Products. The warranties in this Section 9 do not apply to any third-party products. However, to the extent permitted by the manufacturers of third-party products, CONTRACTOR shall pass through to County all warranties such manufacturers make to CONTRACTOR regarding the operation of third party products.
- 9.3. CONTRACTOR Hardware Warranty. CONTRACTOR warrants that when used with the hardware and software configuration purchased through or approved by CONTRACTOR, each component of CONTRACTOR Hardware will be free of defects that would prevent the CONTRACTOR Hardware from operating in conformity in all material respects with its specifications as documented by CONTRACTOR. The CONTRACTOR Hardware Warranty shall remain in effect during the Term of this Agreement.
- 9.4. CONTRACTOR Hardware Warranty Conditions. CONTRACTOR offers the following hardware warranty services, subject to the conditions listed herein.
 - 9.4.1. If any CONTRACTOR Hardware component fails to operate in conformity with its specifications during the warranty period, CONTRACTOR shall provide a replacement for the CONTRACTOR Hardware component or, at CONTRACTOR sole option, shall repair the CONTRACTOR Hardware component, so long as the CONTRACTOR Hardware is operated with its designated CONTRACTOR Software and with third party products

approved by CONTRACTOR for use with the CONTRACTOR Hardware.

9.4.1.1. On-Site Warranty Services.

9.4.1.1.1. CONTRACTOR shall perform one (1) on-site Preventative Maintenance Inspection every four years on CONTRACTOR Hardware during the Agreement Term. The preventative maintenance inspection shall occur at a time mutually agreed upon by the Parties. The Parties agree that the preventative maintenance shall be scheduled at least ninety (90) days prior to the requested maintenance date.

9.4.1.1.2. CONTRACTOR shall conduct one (1) Customer Site Visit, during which CONTRACTOR will perform warranty services on any Customer equipment. To the extent any equipment cannot be performed on-site, the equipment will be shipped back to CONTRACTOR for repair or replacement. CONTRACTOR shall bear all shipping costs to return any malfunctioning Hardware component and CONTRACTOR shall bear the costs for shipping the repaired or replaced Hardware component to County.

9.4.1.2. Off-Site Warranty Services.

9.4.1.2.1. If warranty services are required outside the Preventative Maintenance Inspection or CONTRACTOR Site Visits described above, County may ship any malfunctioning hardware to CONTRACTOR for warranty services. CONTRACTOR shall bear all shipping costs to return any malfunctioning Hardware component. CONTRACTOR and CONTRACTOR shall bear the costs for shipping the repaired or replaced Hardware component to County.

9.4.2. The following services are not covered by this Agreement, but may be available at CONTRACTOR current time and materials rates:

9.4.2.1. Replacement of consumable items, including but not limited to batteries, paper rolls, ribbons, seals, smart

cards, and removable memory devices, scanner rollers, disks, etc.; or

9.4.2.2. Repair or replacement of CONTRACTOR Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage.

9.4.2.3. Repair or replacement of CONTRACTOR Hardware modified by any person other than those authorized in writing by CONTRACTOR; or

9.4.2.4. Repair or replacement of CONTRACTOR Hardware from which the serial numbers have been removed, defaced, or changed.

9.5. No Other Warranties. CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

5. 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” are hereby replaced with references to “Exhibit A-1.”

TERMINATION CLAUSE: During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to Liberty Vote at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6. All Other Terms.

1. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL and AMENDMENT and shall continue in full force and effect as set forth in the Agreement.
2. A copy of this Renewal and Amendment and all previous amendments shall be attached to the original Agreement executed on August 1, 2017.

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 3, to the Agreement to be effective as of the Renewal and Amendment No. 3 Effective Date.

COUNTY OF MONTEREY	LIBERTY VOTE USA INC
By: _____ Contracts/Purchasing Officer	_____ Contractor/Business Name *
Date: _____	By: _____ (Signature of Chair, President, or Vice-President)
By: _____ Department Head (if applicable)	_____ Scott Leindecker, President
Date: _____	_____ Name and Title
	Date: 12/12/2025
Approved as to Form Office of the County Counsel ¹ Susan K. Blich, County Counsel DocuSigned by: By: _____ Anne Brunton A46004E5DE63480 County Counsel	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Date: 12/15/2025 3:49 PM PST	_____ Michael McGee, EVP & CFO
	_____ Name and Title
DocuSigned by: Approved as to Fiscal Provisions By: _____ Patricia Ruiz E79EF04E57454F0 Auditor/Controller	Date: 12/12/2025
Date: 12/16/2025 11:09 AM PST	
Reviewed as to Liability Provisions Office of the County Counsel-Risk Management	
By: _____ David Bolton, Risk Manager	
Date: _____	

EXHIBIT A-1

**EXHIBIT A-1 TO RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT A-13733,
BY AND BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTING USA INC., FOR
VOTING SYSTEM AND MANAGED SERVICES
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 the 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 Liberty Vote USA Inc. ("CONTRACTOR").

DESCRIPTION	QTY
Election Management Software	
Democracy Suite	1
ImageCast Adjudication	1
In-Person Voting: Polling Location Hardware	
ImageCast X BMD Kit 21"	157
Ballot Marking Device Printer Kit (HP M404DN) + Extender Tray	157
Transport Bag/Sleeve for Extended Tray	157
Universal Power Supply (UPS)	145
Central Scanning: Absentee / Vote By Mail Hardware	
ImageCast Central Kit (G2140)	8
Workstation - Precision	8
ImageCast Central (ICC) Scanner - G2140	8
Election Management Hardware	
EMS Standard Server Kit	4
EMS Client Workstation Kit	3
EMS Adjudication Workstation Kit	8
Support Services and Training	
On-Site Services - Non-Election Day (/day)	1
Training	
Training (/day)	1

Annual License	
ImageCast Central Annual Firmware License - G2140	8
ImageCast X BMD 21"	157
Democracy Suite	1
ImageCast Adjudication	1
Annual Warranties	
ImageCast X BMD 21"	157
ImageCast Central Annual Hardware Warranty	8

As of Renewal and Amendment No. 3 Effective Date, County is in possession of the following

Liberty Vote USA Inc.

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Renewal and Amendment No. 3

Managed Services Agreement

equipment, which will not be included in this Agreement following the Effective Date of Renewal and Amendment No. 3. CONTRACTOR will pick up and remove this equipment at its own expense.

DESCRIPTION	QTY
Democracy Suite EMS Standard Server Configuration Kit	3
EMS Client Workstation Configuration Kit	3
Adjudication Workstation Kit	6
ImageCast Central (ICC) Scanner – 1130	8

1.1 **Pricing Summary.** The 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 County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. All payments shall be made in U.S. Dollars. Prices include shipping.

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	Effective Date	12/31/2018	Effective Date	\$189,064.79	\$10,928.70	\$199,993.49
2	01/01/2019	12/31/2019	01/01/2019	\$189,064.79	\$10,928.70	\$199,993.49
3	01/01/2020	12/31/2020	01/01/2020	\$323,161.17	\$21,154.82	\$344,315.99
4	01/01/2021	12/31/2021	01/01/2021	\$323,161.17	\$21,154.82	\$344,315.99
5	01/01/2022	12/31/2022	01/01/2022	\$323,161.17	\$21,154.82	\$344,315.99
6	01/01/2023	12/31/2023	01/01/2023	\$323,161.17	\$21,154.82	\$344,315.99
7	01/01/2024	12/31/2024	01/01/2024	\$323,161.17	\$23,810.72	\$346,971.89
8	01/01/2025	12/31/2025	01/01/2025	\$323,161.17	\$23,810.72	\$346,971.89
9	01/01/2026	12/31/2026	01/01/2026	\$ 248,652.53	\$ 22,935.61	\$ 271,588.14
10	01/01/2027	12/31/2027	01/01/2027	\$ 256,112.10	\$ 23,625.62	\$ 279,737.72
11	01/01/2028	12/31/2028	01/01/2028	\$ 263,795.46	\$ 24,336.33	\$ 288,131.79
12	01/01/2029	12/31/2029	01/01/2029	\$ 271,709.33	\$ 25,068.36	\$ 296,777.69
13	01/01/2030	12/31/2030	01/01/2030	\$ 279,860.61	\$ 25,822.36	\$ 305,682.97
14	01/01/2031	12/31/2031	01/01/2031	\$ 288,256.43	\$ 26,598.97	\$ 314,855.40

2. **Product Description**

- 2.1 ***Ongoing telephone support.*** Telephone support shall be available for County during the Term of the Agreement at no additional costs.
- 2.2 ***Travel and Expenses included.*** All costs of CONTRACTOR 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 County at the then current CONTRACTOR list price.

3. Product Description

3.1 *ImageCast® Central Scanner (ICC).* CONTRACTOR shall provide the ImageCast® Central Scanner for use by County. The ImageCast® Central Scanner is a commercial off-the-shelf digital scanner configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

3.1.1 Canon DR-G1130 high speed document scanner

3.1.2 ImageCast® Central Software

3.1.3 OptiPlex 7 440 All-in-One Series with pre-loaded software

3.1.4 iButton Security Key

3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2 *ImageCast® Central Scanner Software.* The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. CONTRACTOR software includes, without limitation:

3.2.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.3 *Democracy Suite EMS Software (Express)* consists of the following components:

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3.3.1 Election File and iButton Creation County is authorized to create Election Files and iButtons from Democracy Suite to load on the ICX and ICC units.

3.3.2 Results. Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.4 *ImageCast® Adjudication Application* is a client and server application used to review and adjudicate ImageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

3.5 *ImageCast® X Application* is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are Liberty Vote USA Inc. initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in RTR.

4. Implementation and Training Description CONTRACTOR shall provide the following training to County personnel at no additional cost to County.

4.1 *Project Management.* CONTRACTOR will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

4.1.1 System Acceptance Testing Training. Included in the Project Management Support, CONTRACTOR will provide a minimum total of two (2) days of direct

onsite support for EMS Server installation, configuration & testing.

4.2 *System Training*. CONTRACTOR will provide the following training as described herein.

4.2.1 System Acceptance Testing Training. CONTRACTOR will provide direct onsite training for System Acceptance Testing.

4.2.2 Democracy Suite® EMS System- This training covers the configuration of the Democracy Suite® EMS System along with ICX and ICC election file creation, loading elections, tallying results (including adjudication tally), and generating reports.

4.2.3 ImageCast® X - This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

4.2.4 ImageCast Central - This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

4.2.5 Pollworker Train the Trainer - This provides training to the County staff on operations of a polling center including the ImageCast® X, voter check-in, system setup, testing and troubleshooting.

4.3 *EMS Ballot Definition*. CONTRACTOR shall provide election setup services and support for the election database creation and ballot review for nine (9) elections, including the following components:

4.3.1 Import of data files into the EMS system.

4.3.2 Defining election project parameters and assigning templates.

4.3.3 Assigning tabulators (ICC, tablet).

4.3.4 Defining ballot structures.

4.3.5 Creating proofing ballots.

4.3.6 Creating official ballots.