

## **AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & DOMINION VOTING SYSTEMS, INC.**

**This Amendment No. 2** is made to the Dominion Voting Systems and Managed Services Agreement No. A-13733 to provide leased voting equipment and support deliverables by and between **DOMINION VOTING SYSTEMS, INC.**, hereinafter “**CONTRACTOR**”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “**County**”.

**WHEREAS**, the County and **CONTRACTOR** entered into a Non-Standard Agreement No. A-13733 with the County on August 1, 2017 (“**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** amended the **AGREEMENT** on October 22, 2019 to extend the term two (2) additional years through December 31, 2025 and increase the amount by \$1,099,634.31 for a total amount not to exceed of \$2,338,954.01; and

**WHEREAS**, the County and **CONTRACTOR** wish to amend the **AGREEMENT** to increase the amount by \$152,229 for a total amount not to exceed of \$2,491,183 to allow **CONTRACTOR** to continue to provide services.

**NOW THEREFORE**, the County and **CONTRACTOR** hereby agree to amend the Agreement in the following manner:

1. **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** in Amendment No. 1 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 \$2,491,183”.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this **AMENDMENT** and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment and all previous amendments shall be attached to the original Agreement executed on August 1, 2017.

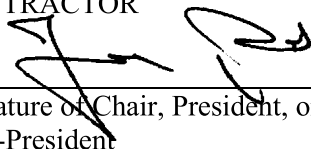
IN WITNESS WHEREOF, the parties have executed the **AMENDMENT** on the day and year written below.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

John Poulos, President & CEO

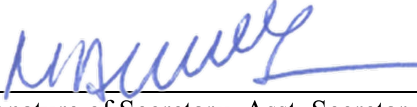
Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: January 15, 2025

\_\_\_\_\_  
Deputy Auditor/Controller

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Michael McGee, CFO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*Approved as to Liability Provisions:*

Dated: January 16, 2025

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.