

RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT A- 14961 BETWEEN COUNTY OF MONTEREY AND LIBERTY VOTE USA, INC. FOR MOBILE BALLOT PRINTING SYSTEM AND LICENSES

THIS RENEWAL AND AMENDMENT NO. 1 to Agreement A-14961, between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Liberty Vote USA, 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 Agreement A-14961, with the County on October 12, 2020, (hereinafter, "Agreement") to provide the County with a mobile ballot printing system and licenses, through December 31, 2025, for an amount not to exceed \$28,681; 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 original agreement will expire on December 31, 2025, and the parties wish to extend and renew the Agreement for six years, for an aggregate term of October 12, 2020 through December 31, 2031, and continue services for the Mobile Ballot Printer software and warranties, to add money to the Agreement to cover the additional term of six (6) years at \$67,247, for an aggregate total amount of \$95,928, and retroactively document within the Agreement previously purchased items in Exhibit A-1 from May 1, 2025;

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. **Amendment of Paragraph 3.** Paragraph 3 of the Agreement is hereby renewed and amended to read:

“Term of Agreement. The term of this Agreement shall begin on October 12, 2020, and shall continue until December 31, 2031, unless sooner terminated as provided herein.”
3. **Amendment of Paragraph 1.** Paragraph 1 of the Agreement is hereby renewed and amended to read:

“The total compensation payable under this agreement shall be in accordance with the item prices incorporated within the Exhibit A-1 attached hereto under pricing and payment summary.”

4. **Addition of Exhibit A-1.** Exhibit A-1, attached hereto and incorporated by this reference, is added to the Agreement immediately following Exhibit A. All references to "Exhibit A" in the Agreement are hereby replaced with references to "Exhibit A and Exhibit A-1."
5. **Amendment of Exhibit A.** All references to annual license and warranty payments due after the First Amendment Effective Date are hereby deleted from Exhibit A. All ongoing annual license and warranty payments due after the First Renewal and Amendment Effective Date are now listed in Exhibit A-1.
6. **All Other Terms.** Except as expressly amended in this Renewal and Amendment No. 1, all other Agreement terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Renewal and Amendment No. 1 to the Agreement to be effective as of the Amendment No. 1 Effective Date.

COUNTY OF MONTEREY

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

DocuSigned by:

By:

Anne Branton

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County Counsel

Date:

12/15/2025 | 3:12 PM PST

Approved as to Fiscal Provisions
Patricia Ruiz

E79EF64E57454F6

Auditor/Controller

Date:

12/16/2025 | 10:52 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

LIBERTY VOTE USA INC

Contractor/Business Name *

By:



(Signature of Chair, President, or Vice-President)

Scott Leiendecker, President & CEO

Name and Title

Date:

12/15/2025

By:



(Signature of Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Michael McGee, CFO

Name and Title

Date:

12/15/2025

EXHIBIT A-1

TO THE VOTING SYSTEM AGREEMENT
BY AND BETWEEN
LIBERTY VOTE USA INC.
AND COUNTY OF MONTEREY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

PRODUCT DESCRIPTION

In May 2025, County purchased the following equipment, subject to all terms and conditions of this Agreement. Payment was made in full prior to the First Amendment Effective Date.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
ImageCast Central Kit – G2140	2	Previously Paid	Previously Paid
Ballot Marking Device Printer	1	Previously Paid	Previously Paid
EMS Standard Server Kit	1	Previously Paid	Previously Paid
EMS Client Workstation Kit	1	Previously Paid	Previously Paid
EMS Adjudication Workstation Kit	1	Previously Paid	Previously Paid
Mini Server Rack – 12U	1	Previously Paid	Previously Paid
Smart UPS 1500	1	Previously Paid	Previously Paid

ANNUAL FEES

Annual Fees shall commence on January 01, 2026.

DESCRIPTION ²	QTY	UNIT PRICE	EXTENSION
Term: Jan 1, 2026 - Dec 31 2026			
Description	Quantity	Unit Price	Extended Price
Mobile Ballot Printing License Fee	1	\$ 1,001.57	\$ 1,001.57
Mobile Ballot Printing Hardware Warranty Fee	2	\$ 469.49	\$ 938.98
ImageCast Central License Fee - G2140 (pro-rated 8 months May 1 2026-Dec 31 2026)	2	\$ 1,716.67	\$ 3,433.34
ImageCast Central Warranty Fee - G2140 (pro-rated 8 months May 1 2026-Dec 31 2026)	2	\$ 1,000.00	\$ 2,000.00
Total:			\$ 7,373.89
Sales Tax at 9.25% Rate:			\$ 410.23
Total with Sales Tax:			\$ 7,784.12
Term: Jan 1, 2027 - Dec 31 2027			
Description	Quantity	Unit Price	Extended Price
Mobile Ballot Printing License Fee	1	\$ 1,051.65	\$ 1,051.65
Mobile Ballot Printing Hardware Warranty Fee	2	\$ 492.96	\$ 985.92
ImageCast Central License Fee - G2140	2	\$ 2,575.00	\$ 5,150.00
ImageCast Central Warranty Fee - G2140	2	\$ 1,500.00	\$ 3,000.00
Total:			\$ 10,187.57
Sales Tax at 9.25% Rate:			\$ 573.65
Total with Sales Tax:			\$ 10,761.22

Term: Jan 1, 2028 - Dec 31 2028			
Description	Quantity	Unit Price	Extended Price
Mobile Ballot Printing License Fee	1	\$ 1,104.23	\$ 1,104.23
Mobile Ballot Printing Hardware Warranty Fee	2	\$ 517.61	\$ 1,035.22
ImageCast Central License Fee - G2140	2	\$ 2,703.75	\$ 5,407.50
ImageCast Central Warranty Fee - G2140	2	\$ 1,575.00	\$ 3,150.00
Total:			\$ 10,696.95
Sales Tax at 9.25% Rate:			\$ 602.34
Total with Sales Tax:			\$ 11,299.29
Term: Jan 1, 2029 - Dec 31 2029			
Description	Quantity	Unit Price	Extended Price
Mobile Ballot Printing License Fee	1	\$ 1,159.44	\$ 1,159.44
Mobile Ballot Printing Hardware Warranty Fee	2	\$ 543.49	\$ 1,086.98
ImageCast Central License Fee - G2140	2	\$ 2,838.94	\$ 5,677.88
ImageCast Central Warranty Fee - G2140	2	\$ 1,653.75	\$ 3,307.50
Total:			\$ 11,231.80
Sales Tax at 9.25% Rate:			\$ 632.45
Total with Sales Tax:			\$ 11,864.25
Term: Jan 1, 2030 - Dec 31 2030			
Description	Quantity	Unit Price	Extended Price
Mobile Ballot Printing License Fee	1	\$ 1,217.41	\$ 1,217.41
Mobile Ballot Printing Hardware Warranty Fee	2	\$ 570.66	\$ 1,141.32
ImageCast Central License Fee - G2140	2	\$ 2,980.89	\$ 5,961.78
ImageCast Central Warranty Fee - G2140	2	\$ 1,736.44	\$ 3,472.88
Total:			\$ 11,793.39
Sales Tax at 9.25% Rate:			\$ 664.08
Total with Sales Tax:			\$ 12,457.47
Term: Jan 1, 2031 - Dec 31 2031			
Description	Quantity	Unit Price	Extended Price
Mobile Ballot Printing License Fee	1	\$ 1,278.28	\$ 1,278.28
Mobile Ballot Printing Hardware Warranty Fee	2	\$ 599.19	\$ 1,198.38
ImageCast Central License Fee - G2140	2	\$ 3,129.93	\$ 6,259.86
ImageCast Central Warranty Fee - G2140	2	\$ 1,823.26	\$ 3,646.52
Total:			\$ 12,383.04
Sales Tax at 9.25% Rate:			\$ 697.28
Total with Sales Tax:			\$ 13,080.32

² To the extent this Agreement is extended beyond December 31, 2031, commencing with the January 1, 2032, invoicing of Annual Fees, and each year thereafter, CONTRACTOR reserves the right to adjust the Annual Fees within five percent (5%) of the then current fee.

1. **Payment Schedule** - CONTRACTOR shall provide invoices to County as described below. County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a certified invoice in the Office of the Auditor-Controller. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by CONTRACTOR) shall be paid by CONTRACTOR or included in the amounts listed above.

Payment #	Payment Description	Invoice Date	Amount
1	License and Warranty	01/1/2026	\$7,784.12

2	License and Warranty	01/01/2027	\$10,761.22
3	License and Warranty	01/01/2028	\$11,299.29
4	License and Warranty	01/01/2029	\$11,864.25
5	License and Warranty	01/01/2030	\$12,457.47
6	License and Warranty	01/01/3031	\$13,080.32

The total amount payable by County to CONTRACTOR under this Renewal and Amendment shall not exceed the sum of \$67,247.

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 within this Agreement throughout 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.