

## AMENDMENT 1

TO THE MANAGED SERVICES AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND LEVY COUNTY, FLORIDA

This Amendment 1 to the Managed Services Agreement, is made and entered into as of this 22<sup>nd</sup> day of June 2021 (the “Effective Date”) between Levy County, a political subdivision of the State of Florida (“Customer”) and Dominion Voting Systems, Inc. (“Dominion”).

### RECITALS

**WHEREAS**, on January 7, 2014, the Customer and Dominion entered into a Voting Systems and Managed Services Agreement (the “Agreement”); and

**WHEREAS**, the Customer and Dominion now desire to update the scope of the Agreement to include a purchase, license and warranty of the System, addition of statutorily required language, and pricing for Software License and warranty fees.

### TERMS

**NOW, THEREFORE**, the parties amend the Agreement in accordance with the terms and conditions set forth below:

- Incorporation of Recitals.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- Exercise of Purchase Option.** Pursuant to Exhibit A, Section 1.3 of the Agreement, the Customer exercises its option to purchase the System (exclusive of software or intellectual property) for a price of \$38,222.16. The purchase price will be paid by November 1, 2021. Customer shall be required to pay annual fees for Software Licenses and warranty at the prices indicated in Exhibit A-1 attached to this Amendment 1 and incorporated herein by this reference.
- Term of the Agreement.** Section 3 of the Agreement is hereby deleted and replaced with a new Section 3 below:
  - Term of Agreement.** The “Term” of this Agreement shall begin on the Effective Date and shall continue until December 31, 2025. This Contract shall automatically renew on an annual basis for an additional 5 years, subject to the license and warranty fees and terms defined in Exhibit A-1. The Customer, at its sole discretion, may choose to terminate the Contract prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration.
- Title Risk of Loss.** Section 6.1 of the Agreement is hereby deleted and replaced with a new Section 6.1 below:



IN WITNESS WHEREOF, the parties have caused this Amendment 1 to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**



\_\_\_\_\_  
AUTHORIZED SIGNATURE

John Poulos  
\_\_\_\_\_  
PRINTED NAME

President & CEO  
\_\_\_\_\_  
TITLE

6/01/2021  
\_\_\_\_\_  
DATE

**LEVY COUNTY, FLORIDA**

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
John Meeks, Chair  
Board of County Commissioners

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
Danny J. Shipp, Clerk of Court

APPROVED AS TO FORM:



\_\_\_\_\_  
Anne Bast Brown, County Attorney

## EXHIBIT A-1

### VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS AND LEVY COUNTY, FLORIDA

#### PRICING AND PAYMENT 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.

#### **ANNUAL SOFTWARE LICENSE AND WARRANTY FEES**

(Beginning on November 1, 2021)

<b>Dominion Annual Fees*</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Extension</b>
ICE Annual Firmware License Fee	30	\$228.00	\$6,840.00
ICC Annual Firmware License Fee	1	\$2,575.00	\$2,575.00
Democracy Suite Annual Firmware License Fee	1	\$10,000.00	\$10,000.00
ICE Annual Warranty Fee	30	\$235.00	\$7,050.00
ICC Annual Warranty Fee	1	\$1,500.00	\$1,500.00
<b>Annual Total</b>			<b>\$27,965.00</b>

\* Beginning November 1, 2022 and each year thereafter, Dominion reserves the right to adjust the Annual Fees within three percent (3%) of the then current fee. In order to exercise this right to adjust Annual Fees for any year, Dominion shall provide notice to Supervisor and Customer by May 1 of its intention to adjust Annual Fees for that year, and include the amount of any such proposed adjustment.

#### 2. **Payment**

- 2.1 **Initial Purchase Payment.** - Dominion shall provide invoices to the Customer as described below.

<b>ID</b>	<b>Payment Date</b>	<b>Amount</b>
1	Purchase Option -	<b>\$38,222.16</b>
2	Annual Fees (Beginning on November 1, 2021 through the Agreement Term)	<b>\$27,965.00</b>

- 2.2 Dominion shall invoice the Customer for the software license fees described above. Payment of invoices will be made in accordance with the provisions of Sections 218.70 through 218.78, Fla. Stat., the Florida Local Government Prompt Payment Act. Payments specified in this Section 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. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status.