

Introduced by: Johnson, Cox, Mayor Navarre,  
Tupper, Hibbert  
Date: 02/21/23  
Hearing: 03/14/23  
Action: Enacted  
Vote: 7 Yes, 1 No, 1 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2022-19-43**

**AN ORDINANCE APPROPRIATING FUNDS AND AUTHORIZING THE BOROUGH  
CLERK TO CONTRACT FOR AN UPGRADED VOTING SYSTEM, SOFTWARE, AND  
RELATED EQUIPMENT TO PROVIDE AN ACCESSIBLE VOTING SYSTEM FOR  
PERSONS WITH DISABILITIES**

- WHEREAS,** the Americans with Disabilities Act (“ADA”) and the Help America Vote Act of 2020 (“HAVA”), as applicable to federal elections, along with other federal laws related to protecting the right to vote, require full and equal opportunity to vote for all eligible voters and an accessible voting system for persons with disabilities; and
- WHEREAS,** a complaint was filed following the October 6, 2015 Borough election with the Alaska State Commission for Human Rights (“ASCHR”) alleging discrimination on the basis of a physical disability due to the Kenai Peninsula Borough (“Borough”) allegedly not accommodating the complainant’s vision disability by providing an accessible voting machine; and
- WHEREAS,** the case caption is *Richard Malley v. Kenai Peninsula Borough*, ASCHR No. J-15-351 (hereinafter the “*Malley case*”);
- WHEREAS,** on October 16, 2018 ASCHR issued its substantial evidence determination in the *Malley case* and offered a conciliation agreement in lieu of proceeding to public hearing; and
- WHEREAS,** the Borough entered into the conciliation agreement on December 18, 2018; and
- WHEREAS,** as part of the conciliation agreement entered into in the *Malley case* the Borough committed to adopting a voting system to provide private, independent voting by visually impaired citizens by providing accessible voting machines and related software and services that allow for “meaningful access to private and independent voting” (hereinafter collectively “ADA compliant voting system”); and
- WHEREAS,** the ADA compliant voting system must be provided at every polling precinct or location in the Borough where voting occurs; and

- WHEREAS,** on February 9, 2021, ASCHR approved an amendment to the conciliation agreement to provide the Borough more time to acquire an ADA compliant voting system in order to comply with the terms of the conciliation agreement; and
- WHEREAS,** Ordinance 2020-19-24, approved the purchase of 7 ADA compliant voting machines for use at Borough vote centers, and the lease with an option to purchase 26 ADA complaint voting system, related hardware components and service; and
- WHEREAS,** Dominion ADA compliant voting system was used in the 2021 and 2022 regular Borough elections; and
- WHEREAS,** following the Borough’s ADA compliant regular election in 2021, ASCHR closed the case with the expectation that the Borough will continue to provide ADA complaint voting system and ADA complaint elections moving forward; and
- WHEREAS,** per the Agreement, the Borough must decide whether it will exercise the option to purchase the machines or, alternatively, the Borough has the option to upgrade and purchase updated voting machines that will allow transmission of results over wireless networks; and
- WHEREAS,** the current voting tabulation server used by the Borough will be obsolete soon and difficult to service due to the trend for all machines to have wireless transmission capabilities; and
- WHEREAS,** the State of Alaska uses the most up-to-date voting machines without incident; and
- WHEREAS,** KPB 4.70.100 states that nothing in Title 4 Elections prohibits the use of other ballot counting systems which have been approved for use in state elections and the election supervisor (Borough Clerk) may prescribe rules for the use of these systems as have been adopted by the state for use in state elections; and
- WHEREAS,** the State of Alaska is not able to provide the Borough use of its ADA compliant voting system; and
- WHEREAS,** KPB 4.10.120 provides that the Borough Clerk may contract for the provision of specialized materials and supplies without obtaining competitive bids; and
- WHEREAS,** Dominion is a Colorado based company that provides a certified ADA compliant election system which is used by the State of Alaska, as well as many other Boroughs and other municipalities in Alaska, for the purposes of conducting and administering federal, state, and local municipal elections; and
- WHEREAS,** the Borough has used Dominion, including predecessors in interest, election products, equipment and software since 1999; and

**WHEREAS,** the Borough is collaborating with the cities within the Borough to provide for intergovernmental administration of local elections; and

**WHEREAS,** the funds appropriated by this ordinance will be utilized to cover the cost of the necessary election equipment to include ADA compliant voting system and related software; and

**WHEREAS,** due to security measures, protocols, and procedures in place, Borough elections are safe, secure, and reliable;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That \$269,572 is appropriated from the General Fund fund balance account number 100-27910 to be transferred to the General Government Capital Project Fund to account number 407.11130.23VOT.49999 for costs associated with the purchase of ADA compliant voting system.

**SECTION 2.** Pursuant to KPB 4.10.120(C), the Borough Clerk is authorized to execute an agreement, pursuant to terms and conditions substantially similar to the attached document, between Dominion Voting Inc. and the Kenai Peninsula Borough for an ADA compliant voting system.

**SECTION 3.** That the appropriations made in this ordinance are of project length nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 4.** That this ordinance shall be effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 14TH DAY OF MARCH, 2023.**

  
Brent Johnson, Assembly President

ATTEST:

  
Michele Turner, CMC, Acting Borough Clerk



Yes: Chesley, Cox, Ecklund, Hibbert, Ribbens, Tupper, Johnson  
No: Elam  
Absent: Derkevorkian

## SECOND AMENDMENT

TO THE VOTING SYSTEM HARDWARE PURCHASE AND  
RENTAL WITH OPTION TO PURCHASE  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS CORPORATION  
AND KENAI PENINSULA BOROUGH, AK

This Second Amendment to the Voting System Hardware Purchase and Rental with Option to Purchase (“Second Amendment”) is made and entered into as of this 17<sup>th</sup> Day of February 2023 (the “Second Amendment Effective Date”) by and between Kenai Peninsula Borough (“Customer” or “Licensee”) and Dominion Voting Systems, Inc., a Delaware corporation (“Dominion”).

### RECITALS

**WHEREAS**, on May 1, 2021, the Customer and Dominion entered into a Voting System Hardware Purchase and Rental with Option to Purchase (the “Original Agreement”);

**WHEREAS**, on November 3, 2022, the Customer and Dominion entered into a First Amendment to the Voting System Hardware Purchase and Rental with Option to Purchase (“First Amendment”) (collectively the Original Agreement and First Amendment will be referred to herein as the “Agreement”); and

**WHEREAS**, the Customer and Dominion desire to amend the Agreement; and

**THEREFORE**, 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, the Customer 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. Replacement of Exhibit A.** Exhibit A is deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by this reference. All references to “Exhibit A” in the Agreement are hereby replaced with references to “Exhibit A-1.”
- 3. All Other Terms.** Except as expressly amended in this Second Amendment, all other Agreement terms shall remain in full force and effect.

[signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to the Agreement to be effective as of the Second Amendment Effective Date.

KENAI PENINSULA BOROUGH

DOMINION VOTING SYSTEMS, INC.

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

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

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

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DATE

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DATE

**EXHIBIT A-1**  
**VOTING SYSTEM AGREEMENT**  
**BY AND BETWEEN DOMINION VOTING SYSTEMS**  
**AND KENAI PENINSULA BOROUGH**

**SCOPE OF SERVICES AND PAYMENT PROVISIONS**

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. To the extent Customer elects to purchase additional services not listed below, including election setup, such services will be available at Dominion’s then-current rate. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer’s state, may be substituted by Dominion. All pricing in U.S. Dollars.

**1.1 Purchased Items, Software Licenses and Optional Warranties**

ITEM	UNITS	Unit Price	Extension
<b>Central Scanning: Absentee/Vote By Mail Hardware</b>			
ImageCast Central Kit – G2140	1	\$25,000.00	\$25,000.00
ImageCast Central Scanner – G2140	1	\$9,000.00	\$9,000.00
<b>In-Person Voting: Polling Location Hardware</b>			
MBP Kit #2 Portable High Volume	1	\$5,800.00	\$5,800.00
Modem – ICP External Wireless	22	\$295.00	\$6,490.00
Image Cast X Kit – Prime BMD	10	\$3,500.00	\$35,000.00
ImageCast Privacy Screen – Standard	10	\$15.00	\$150.00
ImageCast Prime Dual Bay Battery Charger	3	\$165.00	\$495.00
ImageCast Precinct 2 Tabulator (330A)	26	\$4,950.00	\$128,700.00
Modem Kit - USB - 4G Multi-Tech with cable and antenna	26	\$302.50	\$7,865.00
ImageCast X Prime BMD Kit (402/aluminum)	20	\$2,500.00	\$50,000.00
Power Supply - ICP2 (90W)	26	\$34.10	\$886.60
<b>Accessories &amp; Consumables</b>			
ATI Kit – ICX-USB	10	\$375.00	\$3,750.00
ImageCast X Prime BMD Bag Kit	30	\$120.00	\$3,600.00
Compact Flash Memory Card – 16 GB	50	\$36.75	\$1,837.50
Image Cast X Prime Poll Worker Smart Card – Generic	12	\$8.10	\$97.20
Image Cast X Prime Technician Card – Generic	3	\$8.10	\$24.30
ICP I-Button Technician Key – Blue	2	\$25.00	\$50.00
ICP Cleaning Sheets	25	\$11.00	\$275.00
I-Button Administrator Key – Black	4	\$25.00	\$100.00
ICP Paper Roll (72’)	60	\$2.50	\$150.00

<b>ITEM</b>	<b>UNITS</b>	<b>Unit Price</b>	<b>Extension</b>
ImageCast Precinct Ballot Box - Plastic Collapsible	26	\$1,600.00	\$41,600.00
ATI Kit - ICX - USB	20	\$334.50	\$6,690.00
SDHC Memory Card 8GB - BiCS4	26	\$16.25	\$422.50
ICE/ICP2 Paper Roll (98')	52	\$5.85	\$304.20
ICP Cleaning Sheet	26	\$23.10	\$600.60
ICE/ICP2 iButton Technician Key - Yellow	3	\$27.50	\$82.50
<b>Election Management Hardware</b>			
EMS RAS Server Kit	1	\$4,650.00	\$4650.00
EMS Standard Server Kit	1	\$17,000.00	\$17,000.00
EMS Standard Listener Server Kit	1	\$6,495.00	\$6,495.00
EMS Client Workstation Kit	1	\$1,700.00	\$1,700.00
EMS Adjudication Workstation Kit	1	\$1,700.00	\$1,700.00
Smart UPS 1500 (rack mountable)	1	\$800.00	\$800.00
Mini Server Rack – 12 U	1	\$900.00	\$900.00
EMS Report Printer	1	\$125.00	\$125.00
<b>Election Management Software</b>			
Democracy Suite Standard	1	\$60,000.00	\$60,000.00
Adjudication Module	1	\$15,000.00	\$15,000.00
Communications Manager	1	\$12,000.00	\$12,000.00
Mobile Ballot Printing Module	1	\$3,000.00	\$3,000.00
Automated Test Deck Module	1	\$4,500.00	\$4,500.00
<b>Support Services</b>			
Project Management & Implementation (provided prior to Second Amendment Effective Date)	8 days	\$2,000.00	\$16,000.00
On-Site Services Non-Election Day (provided prior to Second Amendment Effective Date)	8 days	\$2,000.00	\$16,000.00
On-Site Services – Election Day (arrive Mon, onsite Tue, dept. Wed) (provided prior to Second Amendment Effective Date)	1 set	\$4,500.00	\$4,500.00
Training (provided prior to Second Amendment Effective Date)	8 days	\$1,500.00	\$4,500.00
Election Set-up/Ballot Set-up 1 <sup>st</sup> year (provided prior to Second Amendment Effective Date)	1	\$5,500.00	\$5,500.00
On-Site Services - Non-Election Day (/day)	8.0	\$2,200.00	\$17,600.00
On-site Services - Election Day	1.0	\$4,950.00	\$4,950.00
Election Setup / Ballot Setup	1	\$6,000.00	\$6,000.00
<b>Shipping</b>			



ITEM	UNITS	Unit Price	Extension
Shipping	1	TBD	TBD

## ANNUAL SOFTWARE LICENSE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>July 1, 2022 – June 30, 2023</b>			
Democracy Suite Standard	1	\$12,000.00	\$12,000.00
Democracy Suite Adjudication	1	\$3,000.00	\$3,000.00
Democracy Suite Communications Manager	1	\$2,400.00	\$2,400.00
Democracy Suite Mobile Ballot Printing	1	\$600.00	\$600.00
Democracy Suite Automated Test Deck Generator	1	\$900.00	\$900.00
ICC Annual Firmware - G2140	1	\$2,575.00	\$2,575.00
ICX-BMD Annual Firmware	10	\$150.00	\$1,500.00
Discount			<b>(\$3,118.00)</b>
Sub-Total:			\$19,857.00
<b>July 1, 2023 – June 30, 2024</b>			
Democracy Suite Standard	1	\$12,360.00	\$12,360.00
Democracy Suite Adjudication	1	\$3,090.00	\$3,090.00
Democracy Suite Communications Manager	1	\$2,472.00	\$2,472.00
Democracy Suite Mobile Ballot Printing	1	\$618.00	\$618.00
Democracy Suite Automated Test Deck Generator	1	\$927.00	\$927.00
ICC Annual Firmware - G2140	1	\$2,652.25	\$2,652.25
ICX-BMD Annual Firmware	10	\$154.50	\$1,545.00
Discount			<b>(\$3,410.25)</b>
Sub-Total:			\$20,254.00
<b>July 1, 2024 – June 30, 2025</b>			
Democracy Suite Standard	1	\$12,730.80	\$12,730.80
Democracy Suite Adjudication	1	\$3,182.70	\$3,182.70
Democracy Suite Communications Manager	1	\$2,546.16	\$2,546.16
Democracy Suite Mobile Ballot Printing	1	\$636.54	\$636.54
Democracy Suite Automated Test Deck Generator	1	\$954.81	\$954.81
ICC Annual Firmware - G2140	1	\$2,731.82	\$2,731.82
ICX-BMD Annual Firmware	10	\$159.14	\$1,591.35
ICX BMD Annual Firmware	20	150.00	\$3,000.00
ICP2- Annual Firmware	26	\$228.00	5,928.00
Discount			<b>(\$3,716.18)</b>
Sub-Total:			\$29,586.00
<b>July 1, 2025 – June 30, 2026</b>			
Democracy Suite Standard	1	\$13,112.72	\$13,112.72
Democracy Suite Adjudication	1	\$3,278.18	\$3,278.18

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Democracy Suite Communications Manager	1	\$2,622.54	\$2,622.54
Democracy Suite Mobile Ballot Printing	1	\$655.64	\$655.64
Democracy Suite Automated Test Deck Generator	1	\$983.45	\$983.45
ICC Annual Firmware - G2140	1	\$2,813.77	\$2,813.77
ICX-BMD Annual Firmware	10	\$163.91	\$1,639.09
ICX-BMD Annual Firmware	20	\$154.50	\$3,090.00
ICP2-Annual Firmware	26	\$234.84	6,105.84
Discount			<b>(\$4,033.40)</b>
Sub-Total:			\$30,267.84
<b>July 1, 2026 – June 30, 2027</b>			
Democracy Suite Standard	1	\$13,506.11	\$13,506.11
Democracy Suite Adjudication	1	\$3,376.53	\$3,376.53
Democracy Suite Communications Manager	1	\$2,701.22	\$2,701.22
Democracy Suite Mobile Ballot Printing	1	\$675.31	\$675.31
Democracy Suite Automated Test Deck Generator	1	\$1,012.96	\$1,012.96
ICC Annual Firmware - G2140	1	\$2,898.19	\$2,898.19
ICX-BMD Annual Firmware	10	\$168.83	\$1,688.26
ICX BMD Annual Firmware	20	\$159.14	\$3,182.70
ICP2-Annual Firmware	26	\$241.89	6,289.02
Discount			<b>(\$4,365.56)</b>
Sub-Total:			\$33,964.72
<b>July 1, 2027 – June 30, 2028</b>			
Democracy Suite Standard	1	\$13,911.29	\$13,911.29
Democracy Suite Adjudication	1	\$3,477.82	\$3,477.82
Democracy Suite Communications Manager	1	\$2,782.26	\$2,782.26
Democracy Suite Mobile Ballot Printing	1	\$695.56	\$695.56
Democracy Suite Automated Test Deck Generator	1	\$1,043.35	\$1,043.35
ICC Annual Firmware - G2140	1	\$2,985.13	\$2,985.13
ICX-BMD Annual Firmware	10	\$173.89	\$1,738.91
ICX-BMD Annual Firmware	20	\$163.91	\$3,278.18
ICP2-Annual Firmware	26	\$249.15	\$6,477.69
Discount			<b>(\$4,711.32)</b>
Sub-Total:			\$31,678.87
<b>July 1, 2028 – June 30, 2029</b>			
Democracy Suite Standard	1	\$14,328.63	\$14,328.63
Democracy Suite Adjudication	1	\$3,582.16	\$3,582.16
Democracy Suite Communications Manager	1	\$2,865.73	\$2,865.73
Democracy Suite Mobile Ballot Printing	1	\$716.43	\$716.43
Democracy Suite Automated Test Deck Generator	1	\$1,074.65	\$1,074.65

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
ICC Annual Firmware - G2140	1	\$3,074.68	\$3,074.68
ICX-BMD Annual Firmware	10	\$179.11	\$1,791.08
ICX-BMD Annual Firmware	20	\$168.83	\$3,376.53
ICP2- Annual Firmware	26	\$256.62	\$6,672.02
Discount			<b>(\$5,071.35)</b>
Sub-Total:			\$32,410.54

**ANNUAL HARDWARE WARRANTY (OPTIONAL)**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>July 1, 2022 – June 30, 2023</b>			
ICC Hardware - G2140	1	\$1,500.00	\$1,500.00
ICX-BMD Hardware	10	\$155.00	\$1,550.00
Democracy Suite Mobile Ballot Printing Hardware	1	\$375.00	\$375.00
Discount			<b>(\$281.00)</b>
Sub-Total:		Sub-total	\$3,144.00
<b>July 1, 2023 – June 30, 2024</b>			
ICC Hardware - G2140	1	\$1,575.00	\$1,575.00
ICX-BMD Hardware	10	\$162.75	\$1,627.50
Democracy Suite Mobile Ballot Printing Hardware	1	\$393.75	\$393.75
Discount			<b>(\$389.25)</b>
Sub-Total:		Sub-total	\$3,207.00
<b>July 1, 2024 – June 30, 2025</b>			
ICC Hardware - G2140	1	\$1,622.25	\$1,622.25
ICX-BMD Hardware	10	\$167.63	\$1,676.33
Democracy Suite Mobile Ballot Printing Hardware	1	\$405.56	\$405.56
ICX-BMD Hardware	20	\$155.00	\$3,100.00
ICP2- Hardware	26	\$135.00	\$3,510.00
Discount			<b>(\$433.14)</b>
Sub-Total:		Sub-total	\$9,881.00
<b>July 1, 2025 – June 30, 2026</b>			
ICC Hardware - G2140	1	\$1,670.92	\$1,670.92
ICX-BMD Hardware	10	\$176.01	\$1,760.14
Democracy Suite Mobile Ballot Printing Hardware	1	\$425.84	\$425.84
ICX-BMD Hardware	20	\$159.65	\$3,193.00
ICP2-Hardware	26	\$139.05	\$3,615.30
Discount			<b>(\$479.90)</b>
Sub-Total:		Sub-total	\$10,185.30

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>July 1, 2026 – June 30, 2027</b>			
ICC Hardware - G2140	1	\$1,721.05	\$1,721.05
ICX-BMD Hardware	10	\$184.81	\$1,848.15
Democracy Suite Mobile Ballot Printing Hardware	1	\$447.13	\$447.13
ICX-BMD Hardware	20	\$164.44	\$3,288.79
ICP2-Hardware	26	\$143.22	\$3,723.76
Discount			<b>(\$613.33)</b>
Sub-Total:		Sub-total	\$10,415.55
<b>July 1, 2027 – June 30, 2028</b>			
ICC Hardware - G2140	1	\$1,789.89	\$1,789.89
ICX-BMD Hardware	10	\$194.06	\$1,940.56
Democracy Suite Mobile Ballot Printing Hardware	1	\$469.49	\$469.49
ICX-BMD Hardware	20	\$169.37	\$3,387.45
ICP2-Hardware	26	\$147.52	3,835.47
Discount			<b>(\$728.93)</b>
Sub-Total:		Sub-total	\$10,693.93
<b>July 1, 2028 – June 30, 2029</b>			
ICC Hardware - G2140	1	\$1,843.58	\$1,843.58
ICX-BMD Hardware	10	\$203.76	\$2,037.58
Democracy Suite Mobile Ballot Printing Hardware	1	\$492.96	\$492.96
ICX-BMD Hardware	20	\$174.45	3,489.08
ICP2-Hardware	26	\$151.95	3,950.54
Discount			<b>(\$833.13)</b>
Sub-Total:		Sub-total	\$10,980.61

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit 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.

2.1 **Purchased Items, Software Licenses and Optional Warranties**

ID	Payment Invoice Date	Payment Amount
1	System Infrastructure, Installation and 10 Accessible Voting units – May 1, 2021	\$178,801.00
2	Initial EMS Purchase Instalment Payment of \$21,827.00 – July 1, 2022	\$21,827.00

ID	Payment Invoice Date	Payment Amount
3	Annual License & Optional Warranty (Beginning July 1, 2022)	See Fees Above in Section 1.1
4	Installment Payout – Amendment 2 Signing	\$65,481.00
5	Equipment Purchase – Second Amendment Signing	\$235,532.00
6	Election Setup Payments – Due when services provided	\$6,000 - \$12,000 (depending on level of service selected by Customer)
7	Shipping – Equipment Delivery	TBD

Prior to the Second Amendment Effective Date, Customer was in possession of twenty-six (26) ImageCast Precincts. Within thirty (30) days of the date upon which the Second Amendment is fully executed, the Customer shall return the twenty-six (26) ImageCast Precincts at Customer’s sole expense.

### 3. Detailed Deliverables Description

3.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners 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 G2140 document scanner
- 3.1.2 ImageCast® Central Software including third party Twain software
- 3.1.3 ICC workstation 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® Precinct Scanner and Tabulator** is a precinct optical scan ballot tabulator designed to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon acceptance by the voter, deposit the ballots into the ballot box. Each ImageCast® provided to the Customer shall consist of the following items:

- 3.2.1 Two (2) optical imaging scanners for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
- 3.2.2 Two (2) 16GB flash memory cards. The cards are placed behind two securable doors (Administrator Door and Pollworker Door).

- 3.2.3 An integrated interactive electronic display in the form of an ultra-high contrast graphical LCD screen, with white background, 5.7" diagonal viewing area, and a built-in touch screen for administration purposes. The LCD display screen is located on the top right side of the machine.
- 3.2.4 An internal thermal printer and one (1) paper roll for generating reports.
- 3.2.5 Two (2) security keys (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
- 3.2.6 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
- 3.2.7 Power supply module uses 120 Vac, 60 Hz, one phase power. It has a power consumption of 0.07 Amps at 120 Volts AC.
- 3.2.8 An internal battery which is rated to provide two (2) hours of normal use in the absence of AC power.
- 3.2.9 Plastic collapsible ballot box.
- 3.3 **ImageCast® Software.** The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:
- 3.3.1 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®.
- 3.4 **ImageCast® X ("ICX")**
- 3.4.1 Application: ImageCast X BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are 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 Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored on both the ImageCast Central and Precinct Tabulators.
- 3.4.2 Components: 21" Avalue touchscreen, Android OS, DC 19V input, BMD laser

printer, 6' cable. 3 smart cards, and one backup battery.

3.5 **Democracy Suite Software** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

3.5.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The system can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

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

3.6 **ImageCast Adjudication Application.** The Adjudication application is a client and server application used to review and adjudicate ImageCast Central Scanner 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 eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns

3.7 **Mobile Ballot Printing** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

3.8 **Implementation Services and Training.** Dominion will provide the following training as described herein.

3.8.1 Project Management Support. Dominion 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 changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by the Parties.

- 3.8.2 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.
- 3.8.3 ImageCast® ICC – This training introduces the ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
- 3.8.4 ImageCast® ICP – This training introduces the ICP with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
- 3.8.5 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.
- 3.8.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- 3.8.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location.

3.9 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.

3.10 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

***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