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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

SECOND AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of 11TH day of DECEMBER 2011 (the "Effective Date"), in San Francisco, California, by and between Dominion Voting Systems, Inc. ("Contractor" or "Dominion"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Sequoia Voting Systems, Inc. ("Sequoia") entered into an agreement dated December 11, 2007 between Sequoia and City (the "Agreement"); and

WHEREAS, City and Sequoia entered into the First Amendment to the Agreement on January 18, 2008; and

WHEREAS, Dominion acquired substantially all of the assets of Sequoia on June 4, 2010, and Sequoia assigned and Dominion assumed all of Sequoia's right, title and interest in and to the Agreement and all of Sequoia's duties and obligations thereunder, and the City consented to this assignment and assumption; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - a. **Section 3.** Section 3, entitled "Term of the Agreement," is hereby amended in its entirety to read as follows: "The term of this Agreement shall be six (6) years, from December 11, 2007 to December 11, 2013."
 - b. **Section 10(A).** Section 10(A), entitled "Fixed Price," is hereby amended in its entirety to read as follows: "In consideration for the services rendered under this Agreement and for the rights in the Hardware and System Software granted hereunder, the City shall pay to Contractor the amount set forth in Appendix C (Deliverables) in accordance with the Payment Schedule attached hereto and fully incorporated herein as Appendix F (Payment Schedule). In no event shall the amount of this Agreement exceed Sixteen Million Forty Five Thousand and Thirty Three and 25/100 Dollars (\$16,045,033.25). Compensation shall be due and payable within thirty days of the date of Contractor's invoice. All payments from City to Contractor shall be made via wire transfer in accordance with written wire instructions provided by the Contractor."
 - c. **Section 24-1(a)(iv).** Section 24-1(a)(iv), under "Surety Bonds," is hereby amended in its entirety to read as follows: "During the period of January 1, 2011 to January 1, 2014, the sum of Five Hundred Thousand and 00/100 (\$500,000.00) dollars, which Bond shall be surrendered to Contractor by City upon the expiration date of January 1, 2014."

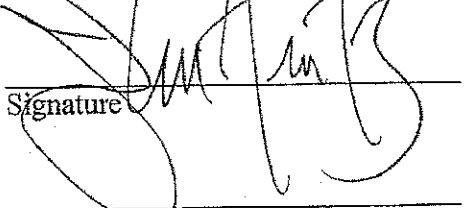
d. **Appendix F.** Appendix F, entitled "Payment Schedule (First Amendment)," is hereby amended to add a section entitled "Summary Payment Schedule 2012-2013," attached hereto and fully incorporated herein, to reflect the City's exercise of its options to extend the term of the Agreement through December 11, 2013. This amended payment schedule shall be known as "Payment Schedule (Second Amendment)."

2. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended By:



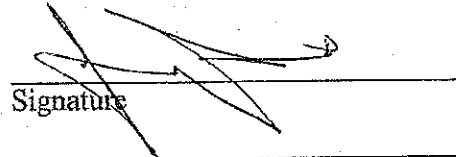
Signature

John Arntz
Director of Elections

CONTRACTOR

Dominion Voting Systems, Inc.
City Vendor Number: 83370

By



Signature

John Poulos, President and CEO

Approved to Form:


DENNIS J. HERRERA
City Attorney

By



Mollie Lee, Deputy City Attorney

Approved:



for Naomi Kelly
Director of Office of Contractor Administration
Purchase

Addition to Appendix F Payment Schedule
 San Francisco Purchase Agreement Second Amendment
 _____ day of _____ 2011

Summary Payment Schedule 2012-2013

Summary Payment Schedule	2012	2013	Total
Election Services	994,800.00	497,400.00	1,492,200.00
Maintenance and License Fees	386,300.00	386,300.00	772,600.00
Total	1,381,100	883,700	2,264,800.00

***Election Service, License Fees, and Maintenance Fees for 2012 and 2013 are based on per election service charges detailed in Appendix C-1 Election Services and C-2. If the City conducts additional elections during these years in addition to the number of elections included in that year's aggregate total, additional charges shall apply. The following elections are included the pricing shown above:

2012 – Consolidated Statewide Primary Election

2012 – Consolidated General Election

2013 – General Municipal Election

Election Services are payable based on completion of tasks defined in the "Election Services Payables" table in this Appendix F.