



# Board of County Commissioners Agenda Request



**Requested Meeting Date:**

**Title of Item:**

<p>REGULAR AGENDA</p> <p>CONSENT AGENDA</p> <p>INFORMATION ONLY</p>	<p><b>Action Requested:</b></p> <p>Approve/Deny Motion</p> <p>Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i></p>	<p>Direction Requested</p> <p>Discussion Item</p> <p>Hold Public Hearing*</p>
<p><b>Submitted by:</b></p>		<p><b>Department:</b></p>
<p><b>Presenter (Name and Title):</b></p>		<p><b>Estimated Time Needed:</b></p>
<p><b>Summary of Issue:</b></p>		
<p><b>Alternatives, Options, Effects on Others/Comments:</b></p>		
<p><b>Recommended Action/Motion:</b></p>		
<p><b>Financial Impact:</b></p> <p><i>Is there a cost associated with this request?</i>                      Yes                      No</p> <p><i>What is the total cost, with tax and shipping? \$</i></p> <p><i>Is this budgeted?</i>                      Yes                      No                      <i>Please Explain:</i></p>		

PO Box 7306 St. Cloud, MN 56302-7306

**Cost & Payment Summary for Approval**

The below information summarizes the cost of equipment, software, and services as well as to whom payments will be made. A signature from an authorized person is required to accept this proposal.

County, State: **Aitkin County, MN** Issue Date: **5/30/2023**  
Customer Contact: **Kirk Peysar, Auditor**

**Summary of All Initial Fees Paid to Dominion Voting Systems, Inc.:**

Item #	Description	Estimated Quantity	Unit Price	Total Amount
1	Precinct Tabulation Hardware - ICE & Ballot Box	5	\$ 9,926	\$ 49,630
2	Sales Discount			\$ (7,445)
<b>Initial Amount Due to Dominion</b>				<b>\$ 42,185</b>

**Ongoing Annual Costs After Year 3 Payable to Dominion Voting Systems, Inc.:**

Item #	Description	Estimated Quantity	Unit Price	Total Amount
3	Tabulator Firmware - ICE	5	\$ 228	\$ 1,140
<b>Ongoing Annual Amount Due to Dominion</b>				<b>\$ 1,140</b>

**Summary of All Initial Fees Paid to Command Central:**

Item #	Description	Estimated Quantity	Unit Price	Total Amount
4	Acceptance Testing & Installation - ICE <i>One-Time Charge</i>	5	\$ 400	\$ 2,000
5	Hardware Maintenance Agreement - ICE - Tier 3 <i>Due Annually, Years 1-3</i>	5	\$ 175	\$ 875
<b>Initial Amount Due to Command Central</b>				<b>\$ 2,875</b>

**Ongoing Annual Costs After Year 3 Payable to Command Central:\***

Item #	Description	Estimated Quantity	Unit Price	Total Amount
6	Hardware Maintenance Agreement - ICE - Tier 3	5	\$ 410	\$ 2,050
<b>Ongoing Annual Amount Due to Command Central</b>				<b>\$ 2,050</b>

\*Should there be an annual increase, that increase will not exceed 5% per year, unless of unforeseen circumstances or if other services are added to the agreement

**Acceptance of Proposal:**

With an authorized signature below, I hereby accept the above prices and conditions outlined above and on included proposal details pages. Payment is due upon receipt of invoice to the companies outlined above.

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_



# Aitkin County, MN

**Q00009998**

Prepared by:  
Paul Holmes  
paul.holmes@dominionvoting.com

Budgetary Quote

Product/Service	Description	Qty	Unit Price	Extension
<b>In-Person Voting: Polling Location Hardware</b>				
ImageCast Evolution Ballot Box - Plastic		5	\$1,678.00	\$8,390.00
ICE Power Supply/Cord Kit		5	\$64.00	\$320.00
ImageCast Evolution Tabulator		5	\$7,920.00	\$39,600.00
			<b>Sub-Total</b>	<b>\$48,310.00</b>

<b>Accessories</b>				
ATI Kit - ICE/ICP		5	\$264.00	\$1,320.00
			<b>Sub-Total</b>	<b>\$1,320.00</b>

**Total Purchase Sub-Total** **\$49,630.00**

<b>Discounts</b>				
Discount	-7445.00 sales discount	1	-\$7,445.00	-\$7,445.00
			<b>Sub-Total</b>	<b>-\$7,445.00</b>

**Year 1 Purchase Total** **\$42,185.00**

<b>Annual Licenses</b>				
ImageCast Evolution Annual Firmware License	After 3 years	5	\$228.00	\$1,140.00
			<b>Sub-Total</b>	<b>\$1,140.00</b>

**Annual Fees** **\$1,140.00**

### Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates. All shipping costs to be invoiced separately to customer. License amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

The signature of the Customer below acknowledges acceptance of this quote, acceptance of the attached "Software License and Hardware Warranty Terms and Conditions", and requests placement of a sales order. Consumable items are available for return 30 days from delivery.

### Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)

**DOMINION VOTING SYSTEMS  
SOFTWARE LICENSE TERMS AND CONDITIONS**

**1. Definitions.**

- 1.1. "**Hardware**" means the ImageCast® system defined in the Purchase Order.
- 1.2. "**Licensee**" shall mean the Dominion customer defined in the Purchase Order.
- 1.3. "**Licensor**" shall mean Dominion Voting Systems.
- 1.4. "**Party**" or "**Parties**" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.5. "**Purchase Order**" shall mean the purchase order between the Parties for the purchase of Hardware and use of the licensed Software.
- 1.6. "**Software**" means the software licensed by Licensor hereunder, in object code form, including all documentation therefore as identified in the Purchase Order.
- 1.7. "**Specifications**" means descriptions and data regarding the features, functions and performance of the Software and Hardware, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.8. "**Term**" shall mean the term period defined in the Purchase Order.

**2. License.**

- 2.1. **License to Software.** Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own business purposes.
- 2.2. **Print Copyright License.** Subject to the Licensor's Print Copyright License terms and conditions. Licensor grants to Licensee a non-exclusive, non-transferable print copyright license.
- 2.3. **No Other Licenses.** Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor is not licensing or assigning any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

**3. Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

- 3.1. **Upgrades.** In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Licensee's jurisdiction, Licensor may make the certified Software upgrade available to the Licensee at no additional cost.
- 3.2. **Certification Requirement.** Notwithstanding any other terms herein, Licensor shall not provide, and shall not be obligated to provide under any upgrade, or other software update, that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's jurisdiction.

**4. Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

- 4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
- 4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- 4.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
- 4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

**5. Return of Software.** Upon termination or expiration of this license, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

**6. Warranties.** The following warranties shall apply.

6.1. **Software Warranty.** Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

6.2. **Third-Party Products.** The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

6.3. **NO OTHER WARRANTIES.** DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**7. Limitation of Liability.** LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER, LICENSE AND WARRANTY, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE PURCHASE ORDER. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.