

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIRD AMENDMENT TO SALES ORDER AGREEMENT FOR PRODUCTS, SERVICES AND RESOURCES TO IMPLEMENT NEW ELECTION MANAGEMENT SOFTWARE

THIS THIRD AMENDMENT (“Third Amendment”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Election Systems & Software, LLC, (“ES&S”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Sales Order Agreement for Products, Services and Resources to Implement New Election Management Software on or about October 8, 2019; and as amended on or about December 15, 2020, and on or about February 8, 2022 (collectively the “Agreement”), and incorporated fully by reference as if set forth verbatim herein for all purposes; and

WHEREAS, County and ES&S desire to amend said Agreement as set forth below; and

WHEREAS, the parties wish to utilize Buy Board Contract #622-20, incorporated fully by reference, for the purchase of additional products and/or services from ES&S; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

I. Amendments

1. **Scope of Services.** ES&S shall provide product and/or services as specified in ES&S’ Invoice Number CD2050547, attached as Exhibit “I” and incorporated fully by reference; and, in accordance with the requirements and specifications of Buy Board Contract #622-20.
2. **Term.** ES&S will provide the specified products and/or services as described in Exhibit I from January 1, 2023-December 31, 2023 to County. This Third Amendment shall not automatically renew, but may be renewed upon written agreement of the parties.
3. **Limit of Appropriation.** ES&S’ fees shall be calculated at the rates set forth in the attached Exhibit I. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit I is \$214,530.00. In no case shall the amount paid by County under this Third Amendment exceed this Maximum Compensation without an approved change order. ES&S clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement and Third Amendment, that County shall have available the total maximum sum of \$214,530.00, specifically allocated to fully discharge any and all liabilities County may incur. ES&S does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement

and Third Amendment, that the total maximum compensation that ES&S may become entitled to and the total maximum sum that County may become liable to pay to ES&S shall not under any conditions, circumstances, or interpretations thereof exceed \$214,530.00.

4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, ES&S hereby verifies that ES&S and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ES&S does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ES&S does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ES&S does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ES&S ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS
6. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
7. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict. In the event of conflict between this Third Amendment and the terms and conditions of Buy Board Contract #622-20, then the terms and conditions of Buy Board Contract #622-20 controls to the extent of the conflict.
8. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although

drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Third Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Third Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

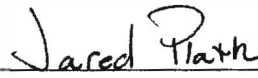
ELECTIONS SYSTEMS & SOFTWARE, LLC

KP George, County Judge



Authorized Agent - Signature

Date



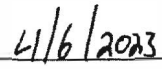
Authorized Agent- Printed Name

ATTEST:



Title

Laura Richard, County Clerk




Date

REVIEWED:



Elections Administration

REVIEWED:



Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit I: ES&S' Invoice Number CD2050547

EXHIBIT I



Election Systems & Software
 6055 Paysphere Circle
 Chicago, IL 60674
 (877) 377-8683

Invoice

Invoice Date 11/30/22
 Order Date 11/30/22
 Customer Number 38887
 Customer's PO No
 Terms of Payment 30 Days Net
 Order Number 146639

ORIGINAL

Invoice Number CD2050547
 Election Date
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Invoice Address

Fort Bend County, Texas
 Fort Bend County Auditor
 301 Jackson St
 Richmond, TX 77469

Delivery Address

Fort Bend County, Texas
 Elections
 4520 Reading Road
 Rosenberg, TX 77471

Invoice for Service Contract: 2642, DS450-2;DS200-300;EV-1700;ET-300;EW-3;EL

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	HMA - DS450 Extended Warranty with Annual Maintenance 01-JAN-23 to 31-DEC-23	2.00	EA	2,730.000	0.00	0.00	5,460.00
2	Electionware PYO Standard - Renewal License Fee 01-JAN-23 to 31-DEC-23	1.00	EA	39,500.000	0.00	0.00	39,500.00
3	Electionware Additional Synthesized Audio - Renewal License Fee 01-JAN-23 to 31-DEC-23	1.00	EA	2,310.000	0.00	0.00	2,310.00
4	ExpressLink Software License - Renewal License Fee 01-JAN-23 to 31-DEC-23	1.00	EA	4,070.000	0.00	0.00	4,070.00
5	Electionware Regional Transmission - Renewal License Fee 01-JAN-23 to 31-DEC-23	1.00	EA	6,040.000	0.00	0.00	6,040.00
6	Firmware License - DS200 01-JAN-23 to 31-DEC-23	300.00	EA	80.000	0.00	0.00	24,000.00
7	Firmware License - ExpressVote BMD 01-JAN-23 to 31-DEC-23	1,700.00	EA	65.000	0.00	0.00	110,500.00
8	Firmware License - DS450 01-JAN-23 to 31-DEC-23	2.00	EA	1,575.000	0.00	0.00	3,150.00
9	Firmware License - ExpressTouch 01-JAN-23 to 31-DEC-23	300.00	EA	65.000	0.00	0.00	19,500.00

Tracking #:

Sub Total Amount 214,530.00



Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Invoice

Invoice Date
11/30/22
Order Date
11/30/22
Customer Number
38887
Customer's PO No

Terms of Payment
30 Days Net
Order Number
146639

ORIGINAL

Invoice Number
CD2050547
Election Date

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Total Exclusive Tax **214,530.00**

Total Tax **0.00**

Invoice Amount **214,530.00**

Customer Number	Invoice Number	INVOICE AMOUNT	Election Systems & Software
38887	CD2050547	214,530.00	ABA Routing No: 071000039
			Account No: 5800923558

TX: Texas

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.

Exhibit I