

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**FIRST AMENDMENT TO SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

This First Amendment To Software Maintenance and Support Agreement (“1<sup>ST</sup> Amendment”) is entered into, by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court (“County”), and VOTEC Corporation (“VOTEC”).

WHEREAS, the parties previously executed the SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (“Agreement”), attached hereto and incorporated by reference as “Exhibit A,” which became effective on or about March 8, 2011, and which automatically renews until terminated by either party;

WHEREAS, the County desires to purchase BallotBoard Signature Verification Software (“BallotBoard”) as described in the proposal attached hereto and incorporated by reference as “Exhibit B”; and

WHEREAS, the parties would like to amend the terms of the Agreement and include BallotBoard under the terms of the Agreement.

NOW THEREFORE, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

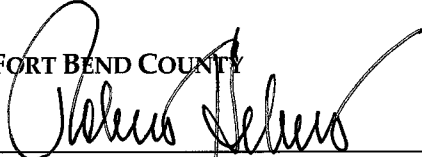
**ARTICLE III – PAYMENT**

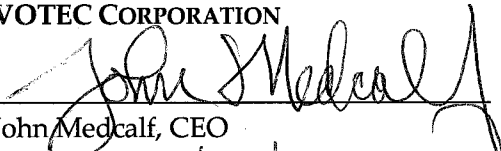
- 1) In consideration of services specified in this Agreement, the COUNTY agrees to pay CONTRACTOR the following fees for all services covered under this Agreement except as the COUNTY chooses to purchase additional services as described in Article II, Section 6.
  - a) \$3,500.00 fee for Oracle database software. Oracle database software is sub-licensed through VOTEC at a price of \$100 per user per year. Fort Bend County currently sub-licenses for 35 users. This fee will be adjusted in the next year's billing if Oracle Corporation adjusts their prices.
  - b) \$1,200.00 base fee. Base fee is paid by all customers.
  - c) \$57,672.90 for warranty, maintenance, and support. A per voter fee computed from a bracketed fee schedule titled and included with the 2011 amendment to the VOTEC support and maintenance contract with Fort Bend County for VEMACS. A copy is attached. The fee from the schedule for 2015-16 is \$57,672.90 based on an active voter count for November 2014 of 325,729. This is taken from the Texas Secretary of State web page at URL <http://www.sos.state.tx.us/elections/historical/nov2015.shtml>
  - d) \$8,074.21 surcharge fee. A surcharge on the per voter fee which is subject to a four percent per year increment. For the fiscal year charge for October 1, 2015 through September 30, 2016 the surcharge percentage is 14% (fourteen percent). For subsequent years the surcharge percentage will be bumped by 4% (four percent) annually.
  - e) \$23,257.29 license fee for BallotBoard. The annual license fee for the VEMACS BallotBoard sub-system has two components:
    - 01) A flat fee of \$20,000 per year.

02) A fee of \$0.01 per active registered voter as recorded on the Texas Secretary of State web site for the preceding November. For the first year licensing the BallotBoard sub-system the total per voter fee is \$3,257.29 based on an active voter count of 325,729.

All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the duration of the Agreement, unless modified in writing by both parties. If there is a conflict between this 1<sup>ST</sup> Amendment and the Agreement, the provisions of this 1<sup>ST</sup> Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

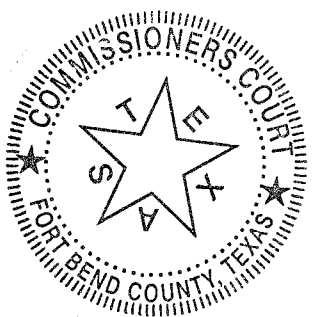
FORT BEND COUNTY  
  
Robert E. Hebert, County Judge

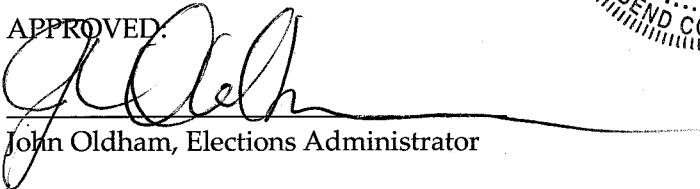
VOTEC CORPORATION  
  
John Medcalf, CEO

Date: 2-23-2016

Date: 2/10/2016


ATTEST:  
  
Laura Richard, County Clerk



APPROVED:  
  
John Oldham, Elections Administrator

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 93,299.44 are available to pay the obligation of Fort Bend County within the foregoing Agreement and 1<sup>ST</sup> Amendment.

  
Robert E. Sturdivant, County Auditor

- Exhibit A: SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT
- Exhibit B: BALLOTBOARD SIGNATURE VERIFICATION PROPOSAL

## **SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between Fort Bend County, a body politic and corporate of the State of Texas, hereinafter called COUNTY, and VOTEC Corporation of San Diego, California, hereinafter called CONTRACTOR or VOTEC.

### **WITNESSETH**

WHEREAS, COUNTY requires the services of a CONTRACTOR qualified to provide modifications to VEMACS software for Fort Bend County Elections Administrator; and

WHEREAS, CONTRACTOR is qualified and willing to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

### **DEFINITIONS**

**LICENSED SUB-SYSTEM.** A "LICENSED SUB-SYSTEM" is a set of computer code, validation tables, and associated documentation designed to manage the input, output, and storage of a major class of election data.

### **ARTICLE I - TERM**

This Agreement shall commence on June 1, 2010, and shall renew annually until terminated pursuant to Articles IV and V.

### **ARTICLE II - SCOPE**

Services provided pursuant to this Agreement call for the maintenance and support of LICENSED SUB-SYSTEMS written by CONTRACTOR and the Oracle software sub-licensed through CONTRACTOR.

Fort Bend County's LICENSED SUB-SYSTEMS are: Voter Registration, Street Index, Mail Ballots, Early Voting, Election Initiation, Polling Locations and Elections Imaging.

**CONTRACTOR'S deliverables under this Agreement are as follows:**

- 1) Provide upgrades of the Oracle database products that are mutually agreed as beneficial to the COUNTY's licensed VEMACS system performance.
- 2) Provide warranty support as follows:
  - a) Correct any existing function that does not perform correctly.
  - b) Improve any existing or added function that performs uncharacteristically slowly and delays delivery of Board of Elections services.
  - c) Provide updates to the instructions for functions whose operation changes due to corrections or performance improvements.
  - d) Provide telephone, and when requested, written answers to questions from designated Elections and Information Services staff regarding the operation of the LICENSED SUB-SYSTEMS.
  - e) Provide support during COUNTY's scheduled work hours which include extended voting hours during elections.
  - f) Provide 24/7 phone assistance from the start of early voting until the election is certified.
  - g) Provide beta testing prior to new releases.
  - h) Provide written responses to requests submitted via the VOTEC Web Help Desk.
- 3) Provide upgrades to the LICENSED SUB-SYSTEMS to keep the COUNTY's LICENSED SUB-SYSTEMS in compliance with State and Federal mandates. All State and Federal mandates to be addressed within 14 days of notification by COUNTY of intent to comply.
  - a) Provide new or enhanced forms, batch processes, and/or reports required to keep the LICENSED SUB-SYSTEMS in compliance with State and Federal Elections Codes.
  - b) Provide documentation for the changes and additions installed.
- 4) Provide upgrades to the LICENSED SUB-SYSTEMS produced without a direct request of COUNTY. These are upgrades produced as a result of a request of another customer or as a result of the desire by CONTRACTOR to improve the product.
  - a) Provide improvements made to the LICENSED SUB-SYSTEMS for other customers as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.

- b) Provide improvements made to the LICENSED SUB-SYSTEMS by CONTRACTOR as part of the LICENSED SUB-SYSTEMS as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.
  - c) Provide documentation for the changes and additions installed.
- 5) Provide technology upgrades to the LICENSED SUB-SYSTEMS as developed by CONTRACTOR and deemed beneficial by the COUNTY.
- 6) Provide upgrades to the LICENSED SUB-SYSTEMS resulting from a direct request of COUNTY. CONTRACTOR's shall be billed separately as mutually agreed.
- a) Provide new or enhanced forms, batch processes, and/or reports as requested by COUNTY and agreed by CONTRACTOR.
  - b) Provide documentation for the changes and additions installed.

COUNTY shall be notified in advance of any CONTRACTOR technical services which CONTRACTOR considers to be outside the scope of Sections 1-5 of this Article. Work which is to be billed separately shall only be undertaken after written authorization by the COUNTY.

***COUNTY's responsibilities under this Agreement (exclusive of payment)***

- 1) The Voter Registration Coordinator and one Information Services staff member to serve as liaison under this Agreement for the exchange of technical information.
- 2) Maintain phone lines, modems, and computer hardware and software for connection to the server directly and to at least one PC workstation.
- 3) All request for technical service including questions for which you wish documented answers to be submitted via the VOTEC Web Help Desk.
- 4) Provide problem diagnosis using Elections and Information Services staff to discriminate CONTRACTOR issues from hardware and system software issues prior to forwarding problems to CONTRACTOR. CONTRACTOR staff time to diagnosis problems originating solely from COUNTY purchased hardware and system software shall be billed at the then current rate.

### ARTICLE III - PAYMENT

- 1) In consideration of services specified in this Agreement, the COUNTY agrees to pay CONTRACTOR a total of \$56,894.80 for all services covered under this Agreement except as the COUNTY chooses to purchase additional services as described in Article II, Section 6.

\$3,500.00 of the above fee is for Oracle support.

\$53,394.80 is for Warranty, Maintenance and Support.

The Warranty, Maintenance, and Support portion of the fee is based on the fee structure provided to the COUNTY in "VOTEC System Warranty, Maintenance and Support Fees – 2010-2011" using an active voter count of 270,948 from the November, 2009 election. Active voter figures are taken from the Texas Secretary of State Web site accessed by <http://www.sos.state.tx.us/elections/historical/nov2009.shtml>.

- 2) The hourly rate for additional programmer services for the first year of this contract shall be \$210.00 per hour.
- 3) The fee stated in the first paragraph of this Article includes CONTRACTOR travel expenses for any trip required for CONTRACTOR to provide timely and comprehensive response to Warranty or Mandated update needs.
- 4) Shipping charges and phone charges for calls originated by CONTRACTOR shall be borne by CONTRACTOR.
- 5) The costs for hardware and non-CONTRACTOR software arising from CONTRACTOR fulfillment of State or Federal mandates shall be borne by the COUNTY.
- 6) The costs for hardware and non-CONTRACTOR software arising from installation of new technology as mutually agreed by COUNTY and CONTRACTOR shall be borne by the COUNTY.
- 7) Payment is due within 30 days of the first date services are due under this Agreement.

#### **ARTICLE IV - TERMINATION**

- 1) This Agreement may be terminated by the COUNTY for the COUNTY's convenience by giving written notice of termination to CONTRACTOR via certified mail or delivery service.
- 2) This Agreement may be terminated by CONTRACTOR if payment is not made when payment is due by giving written notice of termination via certified mail or delivery service.

#### **ARTICLE V - CONTRACT RENEWAL**

- 1) The COUNTY shall have the option to extend this Agreement. Modification or extension shall be by formal written amendment and executed by the parties hereto.
- 2) Fees for periods covered by contract renewal years shall be governed by the document "VOTEC System Warranty, Maintenance and Support Fees – 2009-2010" or revisions thereto.

The fees per voter shall not increase more than 8% (eight percent) in any one year as long as this Agreement is in effect.

- 3) The Warranty, Maintenance, and Support portion of the fee must be paid without interruption for COUNTY to receive upgrades without additional charges for new software features. Interruption of payment for Warranty, Maintenance and Support service makes further upgrades subject to the then current charges for these software features.

## ARTICLE VI - GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

Fort Bend notices required by this Agreement shall be in writing and shall be delivered via registered or certified mail or delivery service addressed as follows:

COUNTY: Elections Administrator  
Fort Bend County Elections Department  
4520 Reading Rd - Suite A  
Rosenberg, TX 77471

VOTEC: President  
VOTEC Corporation  
16980 Via Tazon, Suite 120  
San Diego, CA 92127

This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect. All rights and remedies of the parties hereto, whether evidence hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement.

**FORT BEND COUNTY:**

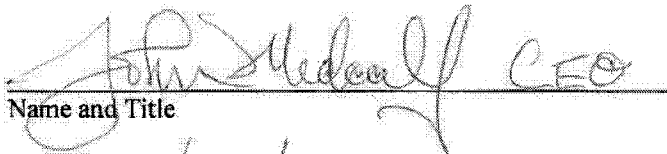


Name and Title Robert Hebert, County Judge

Commissioners Court Date: August 24, 2010

Date Signed March 8, 2011


**CONTRACTOR - VOTEC Corporation:**

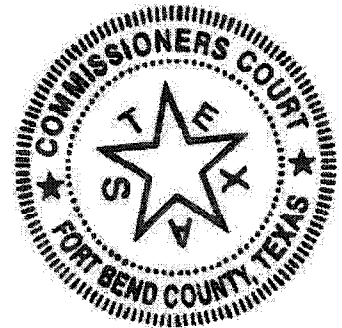
 CEO

Name and Title

1/25/2011  
Date

ATTEST:

  
Dianne Wilson, County Clerk





Election Management Software & Services

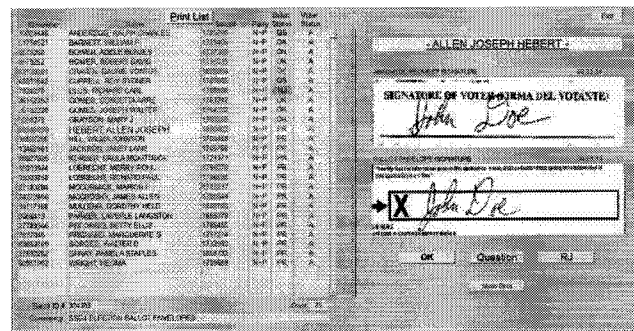
## PROPOSAL TO INSTALL BALLOTBOARD™ SIGNATURE VERIFICATION in FORT BEND COUNTY, TEXAS

December 15, 2015

VOTEC Corporation provides election management and voter registration services to counties throughout the U.S. We have been working in this field for over 30 years and are considered the proven leader in election management solutions.

This proposal is for the installation and training of the BallotBoard Signature Verification Software in Tarrant County.

### BallotBoard™



BallotBoard displays images of the ballot application and carrier envelope signatures for on-screen comparison by the Ballot Board or Signature Verification Committee.

## Functional Specifications

- Batch imaging of absentee and voter registration documents.
- Seamless integration with VEMACS.
- Ballot application and carrier envelope signatures are shown side-by-side for on-screen comparison, allowing original records to be kept in a separate secure area.
- Access full images from signature screen with one click.
- Review historical signatures with once click.
- Flag questionable signatures that require escalated review.
- Audit logs are kept for each transaction.
- Statistics and management reports summarize daily activity.
- Track operators who handled each signature comparison.
- Reports list rejected ballots to be pulled from scan batches.
- Voter notices are generated for rejected ballots.

VOTEC Corporation • 10920 Via Frontera, Suite 110 • San Diego, CA 92127 • 800/348-6832



Election Management Software & Services

Based on Tarrant County specifications, we propose:

SOFTWARE	UNITS	COST PER UNIT	EXTENDED COST
Annual Software License:			
Base charge	-	\$20,000	\$20,000.00
Per Registered Voter charge*	325,729	.01	3,257.29
<b>TOTAL Annual Software</b>			<b>\$23,257.29</b>

\*Non-Suspense Voters, November 2014

Installation and Training

VOTEC will provide training and consultation on the installation and use of the BallotBoard software. Designated administrators and authorized assistants will receive an initial training session via webinar, and subsequent sessions as mutually agreed upon

This agreement of intent does not commit either party to purchase, sell, or lease, only to properly plan for this transaction. Parties mutually agree not to disclose information covered in this proposal except where necessary to negotiate specific contract terms. This proposal is good for 60 days.

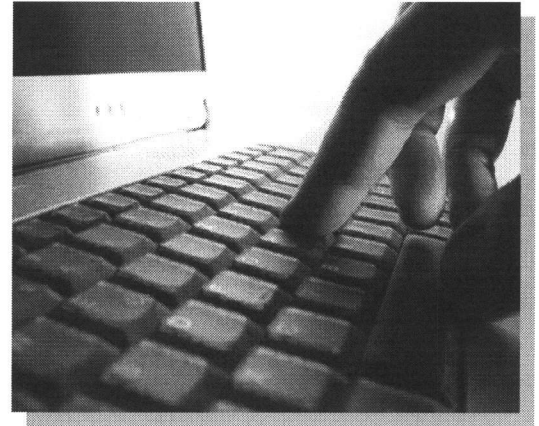
\_\_\_\_\_  
Customer Signature/Title

\_\_\_\_\_  
Date

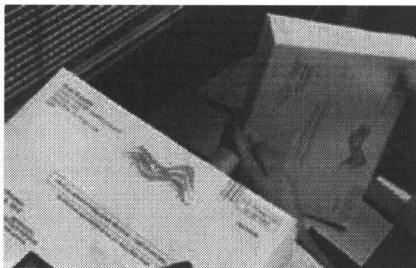
\_\_\_\_\_  
VOTEC Signature/Title

\_\_\_\_\_  
Date

Trusted Voter Transactions Since 1979



VOTEC's newest product, BallotBoard, is election management technology that directly translates into cost savings and increased election back-office efficiencies. Initially co-developed with the Harris County Clerk's office, this proven tool saves hundreds of thousands of dollars annually in operating costs.



***Capture an image of the mail ballot application with the voter's signature to validate the legitimacy of the Vote by Mail ballot.***

*Seamless integration with VEMACS signature verification process.*

*Envelope signature and the Ballot Application signature are placed side-by-side on screen for checking.*

*Compare signatures from ballot envelopes to signatures from VEMACS.*

*"The electronic signature management system implemented by VOTEC used by our Ballot Board and Signature Verification Committee literally saves Harris County hundreds of thousands of dollars every year. VOTEC is a key partner in making elections work in the second largest voting jurisdiction in the USA. We recommend that any county looking to improve their verification process consider this technology".*

***Stan Stanart, Harris County Clerk & Chief Election Official***



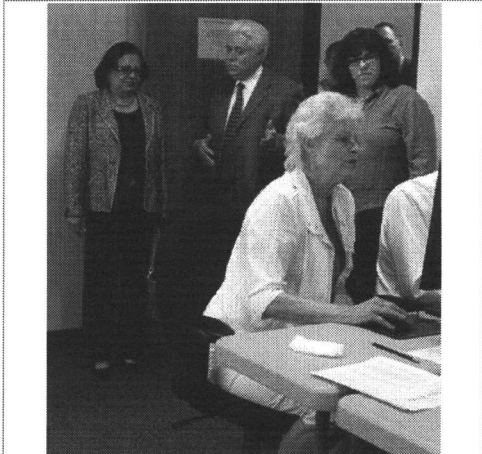
10920 Via Frontera, Suite 110  
San Diego, CA 92127  
P 800.348.6832 F 858.674.6050  
[www.votec.net](http://www.votec.net)

*VOTEC Corporation applies the power of  
knowledge and experience to solve today's most  
challenging election problems*

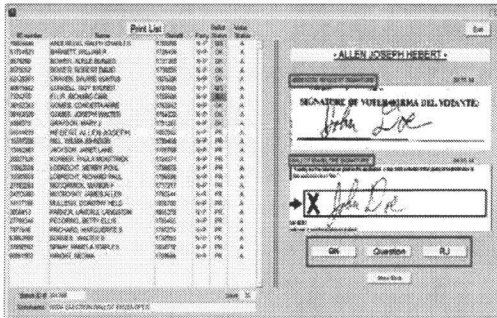


Bringing efficiency to mail ballot signature capture & comparison

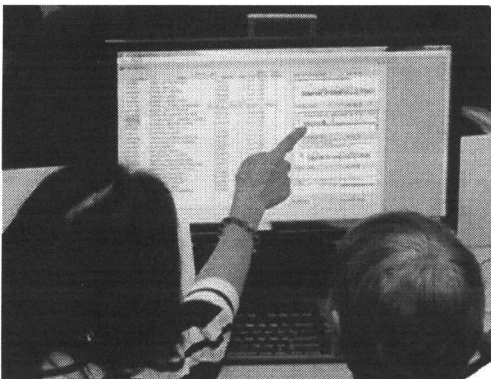
- Use captured signature images for verification while keeping actual mail ballots in a separate secure area
- One button access from signature screen to full images
- Expedite review of historical voter registration signatures
- Identify questionable signatures that require escalated review
- Audit trails with batch scanning
- Reports for identifying returned ballots to be pulled from scan batches due to address changes, cancellations, or other voter transactions



Former Secretary of State Hope Andrade visited the Harris County election office in 2012 and lauded County Clerk Stan Stanart's use of technology to improve the efficiency of the mail ballot process.



Ballot Board Signature Review Screen



### Behind the scenes

#### VEMACS matches the images

- Application
- Carrier Envelope

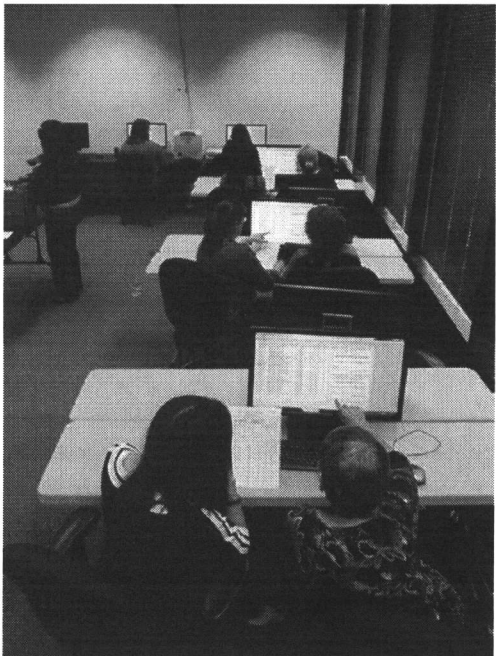
#### VEMACS has become the

- Jacket
- Filing cabinet

Images in batches are easily ready for review by the Signature Verification Committee and/or Early Voting Ballot Board

EVBB (Early Voting Ballot Board) no longer has to sort jackets by precinct and alpha

EVBB does not have to work with tubs of jackets



Ballot Board Signature Verification



VOTEC Corporation

September 9, 2015

John Oldham  
Fort Bend County Elections Administrator  
301 Jackson St  
Richmond TX 77469

Dear Mr. Oldham:

VOTEC Corporation of San Diego California is pleased to offer our Ballot Board VEMACS module to Fort Bend County.

VOTEC Corporation is the author and the sole provider of all VEMACS software system modules. As VEMACS is mission critical software in support of voter registration and elections, VOTEC Corporation is the only company authorized to provide support and maintenance for VEMACS modules.

Sincerely,

John Medcalf, CEO

A handwritten signature in black ink, appearing to read "John Medcalf", written over a light background.

10920 Via Frontera - Suite 110 - San Diego CA 92127 - 800 348 6832

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

VOTEC Corporation  
San Diego, CA United States

**Certificate Number:**  
2016-4783

**Date Filed:**  
01/21/2016

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

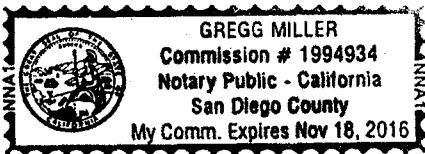
Sole Source Election Software  
BallotBoard extension to the VOTEC VEMACS voter registration and election management system.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*John Medcalf*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JOHN MEDCALF, this the 21 day of JAN, 2016, to certify which, witness my hand and seal of office.

*Gregg Miller*  
Signature of officer administering oath

GREGG MILLER NOTARY PUBLIC  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

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Fort Bend County

**Date Acknowledged:**  
 02/23/2016

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Sole Source Election Software  
 BallotBoard extension to the VOTEC VEMACS voter registration and election management system.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath