

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIFTH RENEWAL TO VOTEC SOFTWARE LICENSE
 AND MAINTENANCE AGREEMENT**

THIS FIFTH RENEWAL ("5th Renewal") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and VOTEC Corporation ("VOTEC"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have previously executed and accepted that certain software maintenance and license agreement for VOTEC software and maintenance services on or about February 23, 2016, and subsequently renewed on March 28, 2017, December 19, 2017, January 15, 2019, and again on November 5, 2019, (collectively referred to as the "Agreement"), incorporated by reference. County and VOTEC now desire to renew the Agreement a fifth time.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and VOTEC are hereby amended as follows:

1. **Terms.** County shall renew the license and maintenance services provided by VOTEC at the price rate schedule detailed in the requisitions (attached as "Attachment A").
2. **Limit of Appropriation.** VOTEC clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Thirty-Four Thousand, Eight Hundred Forty-Five and 78/100 dollars (\$134,845.78), specifically allocated to fully discharge any and all liabilities County may incur. VOTEC does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that VOTEC may become entitled to and the total maximum sum that County may become liable to pay to VOTEC shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirty-Four Thousand, Eight Hundred Forty-Five and 78/100 dollars (\$134,845.78).
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Confidential Information.** VOTEC expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by VOTEC shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold

harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless VOTEC for any reason are hereby deleted.

6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by VOTEC in any way associated with the Agreement.
7. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
8. **Applicable and Governing Law.**
 - a. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
 - b. As required by Chapter 2271, Texas Government Code, by signature below, VOTEC verifies VOTEC does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - c. By signature below, VOTEC represents pursuant to Section 2252.152 of the Texas Government Code, that VOTEC is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, VOTEC 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.
10. **Conflict.** The Agreement remains in full force and effect. In the event there is a conflict between this 5th Renewal, any subsequent renewal and the Agreement, this 5th Renewal controls to the extent of the conflict.
11. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
12. **Understanding, Fair Construction.** By execution of this 5th Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 5th Renewal. This 5th Renewal, 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}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this 5th Renewal 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 5th Renewal and the attachments hereto. This 5th Renewal shall be effective upon execution by the County.

FORT BEND COUNTY

KP George
County Judge KP George

KP George, County Judge

12/15/2020

Date

VOTEC CORPORATION

John Medcalf

John Medcalf, CEO

11/19/20

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



REVIEWED:

John Oldham

John Oldham, Elections Administrator

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 134,845.78 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Robert Ed Sturdivant, County Auditor

Attachment A: 5th Renewal Invoices

ATTACHMENT A



VOTEC Corporation

- INVOICE -

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

Invoice # 13261
October 1, 2020

Subject: BallotBoard Support - 10/01/2020 - 09/30/2021

If you have any questions concerning this invoice, please contact us at: accounts.receivable@votec.net

Item	Quantity	Description	Unit Price	Extended
1	1	Ballot Board License - Base Fee	\$20,000.00	\$20,000.00
2	407,435	Ballot Board License - Per Voter Fee	\$0.01	\$4,074.35
Total				\$24,074.35

Due and payable upon invoice.

Thank you.



VOTEC Corporation

- INVOICE -

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

Invoice # 13263
October 1, 2020

Subject: VoteSafe Support - 10/01/2020 - 09/30/2021

If you have any questions concerning this invoice, please contact us at: accounts.receivable@votec.net

	Quantity	Description	Unit Price	Extended
1	29	Field System Software Support	\$150.00	\$4,350.00
2	75	Field System Software Support	\$180.00	\$13,500.00
		Total		\$17,850.00

Due and payable upon invoice.

Thank you.



VOTEC Corporation

- INVOICE -

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

Invoice # 13262
October 1, 2020

Subject: VEMACS Support - 10/01/2020 - 09/30/2021

If you have any questions concerning this invoice, please contact us at: accounts.receivable@votec.net

Item	Quantity	Description	Unit Price	Extended
1	35	Oracle license for VEMACS Support	\$100.00	\$3,500.00
2	1	Base VEMACS support fee	\$1,200.00	\$1,200.00
3	407,435	VEMACS per voter fee per schedule - 2017		\$78,769.15
4	78,769	Per Voter Surcharge at 12 percent of VEMACS per voter schedule fee	\$0.12	\$9,452.28
Total				\$92,921.43

Due and payable upon invoice.

Thank you.



VOTEC Corporation

December 4, 2020

Fort Bend County Elections
4520 Reading Road
Rosenberg TX 77471

To whom it may concern:

VOTEC Corporation of San Diego, California is the originator and the sole owner of the VEMACS voter registration and election management software system and PollPower/VoteSafe software system licensed to Fort Bend County.

VOTEC makes these products available only directly to end user customers who are counties, cities, or states.

VOTEC has no distributors, agents nor any other individuals or entities with any authority to sell or service VEMACS and PollPower/VoteSafe system.

VOTEC is the sole source for updates, upgrades and maintenance of the VEMACS software system and PollPower/VoteSafe system.

VOTEC is the sole source for add-on software for the VEMACS software system. VOTEC's BallotBoard software is a VEMACS add-on available to Fort Bend County for a fee.

VOTEC is the only source for processing NCOA (National Change of Address) data into the VEMACS database in bulk.

VOTEC Corporation is the sole-source supplier of the WelcomeVoter™ Kiosk voter check-in station which can only be used with VOTEC Corporations PollPower/VoteSafe Software system.

VOTEC is the sole-source supplier of this item because the WelcomeVoter™ Kiosk software and manufacturing molds and templates are intellectual property of VOTEC Corporation. VOTEC does not license any other entity to manufacture these devices nor use the software designed for these devices.

VOTEC Corporation is the author and sole provider for all of these products, modules and maintenance for the contract term of 10-01-2020 to 09-30-2021.

Sincerely,

A handwritten signature in blue ink that reads "Randy Propp".

Randy Propp
Director of Operations, VOTEC Corporation

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**

Certificate Number:
2020-694665

Date Filed:
12/02/2020

Date Acknowledged:
12/15/2020

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

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 services, goods, or other property to be provided under the contract.
14973
Ballot and VEMACS Support

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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)