

AMENDMENT TO SIXTH RENEWAL TO VOTEC SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

THIS AMENDMENT ("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 VOTEC Corporation, ("Contractor"), a company authorized to conduct business in the State of Texas (the "parties").

WITNESSETH:

WHEREAS, the parties 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, November 5, 2019, December 15, 2020, and again on March 1, 2022, all of which are incorporated fully by reference (the “Agreement”). County and Contractor now desire to amend the Agreement.

WHEREAS, Fort Bend County still desires that Contractor provide software and maintenance services, as requested by the Fort Bend County Information Technology Department ("Services");

WHEREAS, the Texas County Purchasing Act, §262.024 (7) Texas Local Govt. Code, exempts from competitive bidding contracts that are obtained from only one source;

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is for services that are obtained from only one source and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, Contractor represents that it is still qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. **Scope of Services.** Contractor shall provide or, when applicable, continue to provide products and/or services as described in Contractor's Invoice Nos. 13819, 13821, and 13822, attached as Exhibits 1, 2, and 3, incorporated fully by reference.
2. **Term.** This Amendment is effective as of October 1, 2022, and shall expire no later than September 30, 2023, unless terminated sooner pursuant to the Agreement. The Agreement shall not automatically renew but may renew upon written agreement of the parties.

3. **Limit of Appropriation.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibits 1, 2, and 3. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibits 1, 2, and 3 is One Hundred Sixty-Three Thousand Forty dollars and 30/100 (\$163,040.30). In no case shall the amount paid by County under this Amendment exceed the Maximum Compensation without an approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of One Hundred Sixty-Three Thousand Forty dollars and 30/100 (\$163,040.30), specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Sixty-Three Thousand Forty dollars and 30/100 (\$163,040.30).
4. **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 Amendment, Fort Bend County shall notify all necessary parties that this Amendment 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.
5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
8. **Severability.** If any provision of this Amendment is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of the Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this 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 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

KP George
County Judge KP George
KP George, County Judge

November 22, 2022
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk

REVIEWED:
John Oldham
John Oldham, Elections Administrator

REVIEWED:
Robyn Doughtie
Information Technology Department

VOTEC CORPORATION

Haven L. Richards
Authorized Agent - Signature
Haven L. Richards
Authorized Agent- Printed Name
President
Title
11/10/22
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 163,040.30 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

- Exhibit 1: Contractor's Invoice # 13819
- Exhibit 2: Contractor's Invoice # 13821
- Exhibit 3: Contractor's Invoice # 13822

EXHIBIT 1



VOTEC Corporation

- INVOICE -

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

Invoice # 13819
October 1, 2022

Subject: VEMACS Support - 10/01/2022 - 09/30/2023

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	463,309	VEMACS per voter fee per schedule - 2017		\$83,797.81
4	83,797	Per Voter Surcharge at 20 percent of VEMACS per voter schedule fee	\$0.20	\$16,759.40
		To tal		\$105,257.21

Due and payable upon invoice.

Thank you.

EXHIBIT 2



VOTEC Corporation

- INVOICE -

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

Invoice # 13821
October 1, 2022

Subject: VoteSafe Support - 10/01/2022 - 09/30/2023

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

Item	Quantity	Description	Unit Price	Extended
1	29	Field System Software Support	\$150.00	\$4,350.00
2	160	Field System Software Support	\$180.00	\$28,800.00
		Total		\$33,150.00

Due and payable upon invoice.

Thank you.

EXHIBIT 3



VOTEC Corporation

- INVOICE -

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

Invoice # 13822
October 1, 2022

Subject: BallotBoard Support - 10/01/2022 - 09/30/2023

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	463,309	Ballot Board License - Per Voter Fee	\$0.01	\$4,633.09
		Total		\$24,633.09

Due and payable upon invoice.

Thank you.

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:
2022-942123

Date Filed:
10/07/2022

Date Acknowledged:
11/22/2022

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.

22-IT-100551-A1
Amendment to Sixth Renewal to Votec Software License and Maintenance Agreement, regarding Contract # 22-IT-100551-A1

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)