

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS SEVENTH RENEWAL (“7TH 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 (collectively referred to as 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, March 1, 2022, and again on November 22, 2022 (collectively referred to as the “Agreement”), and all of which are incorporated fully by reference.

WHEREAS, VOTEC is the sole source owner of the PollPower/VoteSafe software system and WelcomeVoter Kiosks licensed to Fort Bend County, the sole source for updates, upgrades, and maintenance of the PollPower/VoteSafe system, and the sole source supplier of the WelcomeVoter™ Kiosk voter check-in station which can only be used with VOTEC’s PollPower/VoteSafe Software system, as indicated by the letter attached hereto as Exhibit “2” and incorporated fully by reference; and

WHEREAS, County and VOTEC now desire to renew the Agreement a seventh time; and

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

I. Amendments

1. **Scope of Services.** VOTEC shall continue to provide product and/or services as described in VOTEC’s Invoices # 14087, # 14088, and # 14089, collectively attached as Exhibit “1” and incorporated fully by reference; and in accordance with the requirements of Exhibit 2.
2. **Term.** This Agreement shall renew and is effective as of October 1, 2023, and shall expire no later than September 30, 2024, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** VOTEC’s fees shall be calculated at the rates set forth in the attached Exhibit 1. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit 1 is \$170,298.19. In no case shall the amount paid by County under this Agreement exceed the Maximum

Compensation without an approved change order. 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 \$170,298.19, 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 \$170,298.19.

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 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.
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 or any other party for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** 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 this 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. 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. County does not agree to pay any and/or all attorney fees incurred by VOTEC in any way associated with the Agreement.
7. **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.
8. **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, VOTEC hereby verifies that VOTEC 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, VOTEC 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, VOTEC 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, VOTEC 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.
9. **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.
 10. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
 11. **Understanding, Fair Construction.** By execution of this 7th Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 7th Renewal. This 7th Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
 12. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this 7th 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 7th Renewal 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

Grady Prestage
Grady Prestage, Commissioner Precinct 2
Presiding Officer of Commissioners Court
on November 21, 2023

Date

ATTEST:

Laura Richard
Laura Richard, County Clerk

REVIEWED:

John Oldham
John Oldham, Elections Administrator

REVIEWED:

Robyn Doughtie
Information Technology Department

VOTEC CORPORATION

Karen L. Richards
Authorized Agent - Signature

Karen L. Richards
Authorized Agent- Printed Name

President
Title

11/9/2023
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 170,298.19 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

- Exhibit 1: VOTEC's Invoices # 14087, # 14088, and # 14089; and
- Exhibit 2: VOTEC's Sole Ownership and Sole Supplier Letter

EXHIBIT 1

**VOTEC Corporation**

- INVOICE -

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

Invoice # 14087
October 1, 2023

Subject: VEMACS Support - 10/01/2023 - 09/30/2024

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

Item	Quantity	Description	Unit Price	Extended
1	1	Base VEMACS support fee	\$1,200.00	\$1,200.00
2	476,933	VEMACS per voter fee per schedule - 2022		\$98,793.30
3	98,793	Per Voter Surcharge at 4 percent of VEMACS per voter schedule fee	\$0.04	\$3,951.72
4	1	VEMACS 2.0 Eligible Voter Hosting Fee - TX (250,000 x.03=\$7500 276,088x.02=\$5521.76)	\$13,021.76	\$13,021.76
5	456,026	VEMACS 2.0 Non-Eligible Voter Hosting Fee - TX	\$0.003	\$1,368.08
		Total		\$118,334.86

Due and payable upon invoice.

Thank you.



VOTEC Corporation

- INVOICE -

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

Invoice # 14088
October 1, 2023

Subject: VoteSafe Support - 10/01/2023 - 09/30/2024

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
3	1	VoteSafe PollPower Hosting Fee	\$2,000.00	\$2,000.00
4	189	VoteSafe per Field System Hosting Fee	\$10.00	\$1,890.00
		Total		\$37,040.00

Due and payable upon invoice.

Thank you.



VOTEC Corporation

- INVOICE -

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

Invoice # 14089
October 1, 2023

Subject: BallotBoard Support - 10/01/2023 - 09/30/2024

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 Base Fee	\$3,000.00	\$3,000.00
2	476,933	Ballot Board - Per Voter Fee	\$0.025	\$11,923.33
		Total		\$14,923.33

Due and payable upon invoice.

Thank you.

EXHIBIT 2



VOTEC Corporation

October 11, 2023

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 PollPower/VoteSafe software system and WelcomeVoter Kiosks 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 PollPower/VoteSafe system.

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

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.

Sincerely,

A handwritten signature in black ink that reads "Randy Propp". The signature is written in a cursive, flowing style.

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

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:
2023-1086555

Date Filed:
10/23/2023

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

Date Acknowledged:
11/21/2023

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.
VOTEC Corporation
Amendment to Seventh Renewal to VOTEC Software License and Maintenance Agreement, regarding Contract # 22-IT-100551-A2

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)