



Contract Amendment

Ten (10)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: VOTEC Corporation
10920 Via Frontera
Suite 110
San Diego, CA 92127

Effective Date 1-Oct-20
Contract No. 02376-09
Contract Voter Registration & Early Voting Software

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|-----------------------------|------------------|-----------------------|
| Awarded by Court Order No.: | | <u>2009-671-09-14</u> |
| Amendment <u>1</u> | Court Order No.: | <u>2010-768-09-27</u> |
| Amendment <u>2</u> | Court Order No.: | <u>2011-741-09-27</u> |
| Amendment <u>3</u> | Court Order No.: | <u>2012-568-08-20</u> |
| Amendment <u>4</u> | Court Order No.: | <u>2014-140-03-10</u> |
| Amendment <u>5</u> | Court Order No.: | <u>2014-520-08-11</u> |
| Amendment <u>6</u> | Court Order No.: | <u>2015-314-06-08</u> |
| Amendment <u>7</u> | Court Order No.: | <u>2017-514-07-24</u> |
| Amendment <u>8</u> | Court Order No.: | <u>2018-797-09-24</u> |
| Amendment <u>9</u> | Court Order No.: | <u>2019-616-08-05</u> |
| Amendment <u>10</u> | Court Order No.: | |

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. Extend contract for the period of October 1, 2020 through September 30, 2021 at the same terms and conditions, to include terms added as Amendment 10.
2. VEMACS Licenses and Support \$104,466.41 per voter fee per attached schedule.
3. Add 100 VoteSafe Field System Licenses - \$80,000.00
4. VoteSafe Support - \$54,180.00
5. BallotBoard Licenses and Support \$25,170.09 per voter fee.
6. Total Price for Amendment No. 10 for the FY2021 is \$263,816.50 - Lines 2 - 5
7. Pricing calculated by use of SOS voter count of 517,009 registered voters from previous year.
8. Add to the Agreement under ARTICLE VI - GENERAL, County notices, County Administrator:

Collin County Administrator
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

9. Add to the Agreement under ARTICLE VI - GENERAL, Force Majeure:

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

RANDY PROPP

(Print Name)

VOTEC Corporation
10920 Via Frontera
Suite 110
San Diego, CA 91227

Randy Propp

SIGNATURE

TITLE:

DATE:

DIRECTOR OF OPERATIONS
AUG 4, 2020

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE: _____