

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 9/08/2025

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

Court Decision: This section to be completed by County Judge's Office
 9-8-2025

Description:

Consider and Ratify Letter of Written Notification that Johnson County will not
Renew Agreement with VOTEC Corporation; with Authorization for County
Judge to Sign-Elections Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☒ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☐ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023



CHRISTOPHER BOEDEKER
JOHNSON COUNTY JUDGE
2 NORTH MAIN STREET, ROOM 120
CLEBURNE, TEXAS 76033

August 26, 2025

President
VOTEC Corporation
10920 Via Frontera Suite 110
San Diego, California 92127

To Whom It May Concern:

Pursuant to **Article VII, subsection 1** of the **VOTEC Software Maintenance, Warranty, and Support Agreement** with **Johnson County**, the contract will be terminated on the 30th day after the date of this letter. Our current agreement is set to renew on October 1, 2025 – we are not exercising that renewal and are terminating our agreement with VOTEC. This letter is your written notification that Johnson County will not renew our agreement with VOTEC and will not remit any future payments for service.

Please consider this **certified letter** as our official notice, submitted in accordance with the terms outlined in our agreement.

Please confirm receipt of this notice. If you believe any additional steps are required to complete the cancellation process, notify me immediately.

Thank you for your continued support and service throughout our partnership. We appreciate the working relationship we've shared and wish VOTEC continued success in the future.

Please note, this request is also being submitted via email to john.medcalf@votect.net.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Boedeker", with a long horizontal flourish extending to the right.

Christopher Boedeker



VOTEC Software Maintenance, Warranty, and Support Agreement

THIS AGREEMENT entered into this _____ day of _____, 2024, between Johnson County, a political subdivision of the State of Texas, hereinafter called COUNTY, and VOTEC Corporation of San Diego, California, hereinafter called VENDOR or VOTEC.

WITNESSETH

WHEREAS, COUNTY requires the services of a VENDOR qualified to provide support, modifications and upgrades to VOTEC proprietary software and hardware used by COUNTY; and

WHEREAS, VOTEC 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 registration and/or election data.

LICENSED PRODUCT. A "LICENSED PRODUCT" is a set of LICENSED SUB-SYSTEMS sold as one item. VOTEC's products licensed to COUNTY as LICENSED SUB-SYSTEMS as of the Agreement date are VoteSafe.

C

LICENSEE. Includes county employees, agents, and representatives.

ARTICLE I – TERM

This Agreement shall be in effect for a year from the Effective Date stated in the first paragraph above, covering all elections within the Jurisdiction beginning immediately after the Effective Date (the "Term"). This Agreement may be extended annually per the terms in Article VIII – CONTRACT EXTENSION.

ARTICLE II – SCOPE

Services provided pursuant to this Agreement are for the maintenance and support of products and their sub-systems licensed by VENDOR to COUNTY.

PRODUCT license has been granted using a VOTEC Software License Agreement.



ARTICLE III - VENDOR'S deliverables to COUNTY under this Agreement are as follows:

1) 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 Elections office services.
- c) Provide updates to the instructions for functions whose operation changes due to corrections or performance improvements.
- d) Provide telephone responses, 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 telephone assistance from the commencement of early voting until the election is certified.

2) Provide upgrades to meet State and Federal mandates. Except for simple changes that do not require expedited handling and which will be provided at no additional cost, VOTEC will work with all counties that wish to be involved to define the upgrade plan.

- a) COUNTY shall provide to VENDOR the requirements in written form which may include flow charts, examples of reports and screens, and performance requirements pertaining to new or updated State and Federal mandates.
- b) VENDOR shall provide a project and cost estimate for implementing upgrades to the LICENSED SUB-SYSTEMS to keep the COUNTY's LICENSED SUB-SYSTEMS in compliance with State and Federal mandates. The cost estimate is provided for discussion. VOTEC is the final arbiter of necessary charges.
- c) Components of the upgrades to be provided include:
 - i) Provide new or enhanced screens, batch processes, and reports required to keep the LICENSED SUB-SYSTEMS in compliance with State and Federal Elections Codes.
 - ii) Provide documentation and training for the new and enhanced items.
- d) Upgrades to be done by VENDOR shall only be undertaken after written authorization by the COUNTY. VENDOR recognizes that some requirements may be handled outside our software by some counties.
- e) Upgrades to address mandates authorized by multiple VOTEC customers shall be billed to those customers proportional to their most recently invoiced maintenance and support fee.



VOTEC Software Maintenance, Warranty, and Support Agreement

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

COUNTY shall be notified in writing in advance of any VENDOR technical services which VENDOR 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.

- 5) Provide and manage on behalf of COUNTY elections, an Amazon GOV Cloud environment to run the PollPower™ component of VoteSafe. This environment and service will be billed according to fees specified in "VOTEC - VoteSafe Hosting Fee Schedule for 2024.pdf" which is included by reference
- 6) Maintain an escrow agreement covering the licensed software. VOTEC maintains the following agreement with Lincoln-Parry Escrow. "VOTEC_Lincoln-Parry-Escrow_Agreement_7221.pdf" which is included here by reference.



ARTICLE IV – WARRANTY

VENDOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for the term of this Agreement.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

Notwithstanding any other provision of this Agreement, VENDOR shall defend, indemnify, hold, and save harmless the COUNTY from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of VENDOR, its employees, subcontractors, representatives, and agents; provided, however, that VENDOR shall not be liable herein to indemnify COUNTY against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the COUNTY, its agents, contractors, subcontractors, or employees.

Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against the COUNTY that alleges that all or any part of the LICENSED PRODUCT or LICENSED SUB-SYSTEMS, or hardware in the form supplied, or modified by VENDOR, or the COUNTY'S use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the COUNTY, upon notice of said violation, shall give VENDOR prompt written notice thereof. VENDOR shall defend, and hold COUNTY harmless against, any such claim or action with counsel as mutually agreed upon by the parties at VENDOR'S expense and shall indemnify the COUNTY against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the COUNTY shall cooperate with and may monitor VENDOR in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as VENDOR may reasonably request with regard to such defense.

If the LICENSED PRODUCT or LICENSED SUB-SYSTEMS becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, VENDOR shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in VENDOR'S sole discretion: (i) promptly replace the LICENSED PRODUCT or LICENSED SUB-SYSTEMS with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the LICENSED PRODUCT or LICENSED SUB-SYSTEMS to make it non-infringing; or (iii) promptly procure the right of the COUNTY to use the LICENSED PRODUCT or LICENSED SUB-SYSTEMS as intended.



ARTICLE V – LIMITATION OF LIABILITY

VENDOR and COUNTY recognize that all software is potentially data dependent and may have bugs that will not surface until a particular data set is processed. Therefore, VENDOR limits potential liability under this warranty to fixing bugs promptly and delivering those fixes at VENDOR's costs unless decided otherwise by a court of competent jurisdiction.

COUNTY is responsible for proofing all outputs of the software including but not limited to reports, letters, web content, and internal content and statistics upon which VENDOR may rely. Financial responsibility for reliance on the outputs of the LICENSED PRODUCT remains with the COUNTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENDOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH (S). IN ANY CASE, VENDOR'S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT RECEIVED BY VENDOR FROM COUNTY FOR THE SOFTWARE MAINTENANCE AND SUPPORT FOR THE THREE MONTHS OF MAINTENANCE AND SUPPORT NEAREST TO AN EVENT TRIGGERING ANY PROPOSED LIABILITY.

THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL SUCH PARTY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.



ARTICLE V – COUNTY's responsibilities under this Agreement (exclusive of payment)

- 1) Designate a project manager with final responsibility for specifying COUNTY's needs regarding this Agreement.
- 2) Designate an elections office staff member and an information technology staff member to serve as liaison under this Agreement for the exchange of technical information.
- 3) Maintain network access for connection to the servers supporting VOTEC products and to provide monitored access to PC workstations upon request for training and problem diagnosis.
- 4) Submit electronically all requests for technical service including questions for which you wish documented answers.
- 5) Provide problem diagnosis using Elections and Information Services staff to discriminate VENDOR issues from hardware and system software issues prior to forwarding problems to VENDOR. VENDOR staff time to diagnosis problems originating solely from COUNTY purchased hardware and system software shall be billed at VENDOR's then current rate.

ARTICLE VI – PAYMENT

- 1) In consideration of services specified in this Agreement, the COUNTY agrees to pay VENDOR according to the fees for supporting VoteSafe application and for hosting in the AWS Cloud according to the schedules attached under the titles:
"VOTEC - VoteSafe Hosting Fee Schedule for 2024".pdf
- 2) Support fees are charged annually on the anniversary of the invoice for installation and first use.
- 3) The hourly rate for additional programmer services shall be \$250.00 per hour.
- 4) The fees for VoteSafe support cover VENDOR travel expenses for any trip required for VENDOR to provide timely response to Warranty or mandated update needs.
- 5) Payment for shipping charges and phone charges for calls originated by VENDOR shall be the responsibility of VENDOR.
- 6) The costs for hardware and non-VENDOR software arising from VENDOR fulfillment of State or Federal mandates shall be paid by the COUNTY.
- 7) The costs for hardware and non-VENDOR software arising from installation of new technology as mutually agreed by COUNTY and VENDOR shall be paid by the COUNTY.
- 8) Payment is due within 30 calendar days of date invoice is produced after billable services are delivered under this Agreement.



ARTICLE VII - TERMINATION

- 1) This Agreement may be terminated by the COUNTY for the COUNTY's convenience by giving 30 days written notice of termination to VENDOR via certified mail or delivery service. Support fees are not automatically refundable.
- 2) This Agreement may be terminated by VENDOR if payment is not made when payment is due by giving 30 days written notice of termination via certified mail or delivery service. COUNTY may cancel the termination by paying in full within said 30 days.
- 3) This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

ARTICLE VIII – CONTRACT EXTENSION

Extension may be by purchase order or by written amendment executed by the parties hereto.

- 1) This contract will be automatically extended on each anniversary unless the COUNTY has given notice of termination or proposed or requested an amendment extending the contract.
- 2) As long as this Agreement is in effect. The application software support fees shall not increase more than 4% (four percent) in any one year.
- 3) Hosting fees will be adjusted upward or downwards as AWS and/or Oracle fees are adjusted and as usage requires more or fewer resources.
- 4) The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and Vendor agree that termination shall be Vendor's sole remedy under this circumstance.

ARTICLE IX - GENERAL

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

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
Johnson County
PO Box 895
Cleburne, TX 76033

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



VOTEC Software Maintenance, Warranty, and Support Agreement

The parties herein agree that this Contract shall be enforceable in Johnson County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Johnson County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

This document and referenced software licenses, fee schedules, and escrow agreement constitute the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

The terms and conditions contained herein are severable and should any be adjudged 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.

Acceptance by VENDOR:

Acceptance by COUNTY:

VOTEC Corporation

Johnson County, Texas

Authorized Signature

Authorized Signature

Randy Propp – President
Name and Title

Christopher Boedeker, County Judge
Name and Title

June 24, 2024
Date

July 8, 2024
Date