

**ELECTION SYSTEMS & SOFTWARE, LLC  
ELECTION SERVICES AGREEMENT RENEWAL**

**WHEREAS**, Election Systems & Software, LLC ("ES&S") and **Brown County, Texas** ("Customer") entered into that certain Election Services Agreement dated, **January 7, 2008** ("Agreement"). To the extent not otherwise amended herein, the terms and conditions of the Agreement shall govern.

**WHEREAS**, Customer desires to renew the Election Services Agreement for an additional three (3) year period in accordance with the Terms and Conditions and pricing of the original Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference and made a material part of the Agreement), and the covenants and agreements set forth below, the parties hereby agree as follows:

1. ES&S agrees to extend the Ballot Layout, Coding, Voice File, and Ballot Printing ("Services") in accordance with the terms and pricing set forth in the Agreement which are applicable to such Services for a three (3) year period commencing on **March 1, 2014 and ending on February 28, 2017**.
2. Ballot Layout, Coding, Voice File, and Ballot Printing Services will be invoiced as Services are provided. 100% of invoice total due within 30 calendar days of invoice date. The Customer acknowledges and agrees that the pricing set forth in the Agreement for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.
3. Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the Agreement exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for a period of at least three (3) years, (b) ES&S' dedication of sufficient resources during the Term to perform such services and provide associated prioritization of Customer in its service deliveries, and (c) the descriptions of such services in the Agreement exhibits. In the event that Customer changes its commitment to a period of less than three (3) years for any reason other than a termination for cause pursuant to Section 5, of the Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of early termination.

**IN WITNESS WHEREOF**, this Agreement has been executed effective as of the date it is signed (date to be no later than February 28, 2014) by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC  
11208 John Galt Blvd.  
Omaha, NE 68137  
Fax No.: (402) 970-1291

BROWN COUNTY, TEXAS  
P.O. Box 700  
Brownwood, TX 76804  
Fax No.: (325) 646-6317

\_\_\_\_\_  
Signature

E. Ray West III  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

E. Ray West III  
Name (Printed or Typed)

\_\_\_\_\_  
Title

Brown County Judge  
Title

\_\_\_\_\_  
Date

April 14, 2014  
Date

April 14, 2014  
(Exhibit #1)

**EXHIBIT A**  
**BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

1. **Services.** The services to be provided by ES&S, a description of such services, and per unit fees are set forth below. Customer acknowledges that ES&S' fees for these services are based on (a) a commitment by Customer to subscribe to such services for a period of at least three (3) years, and (b) the descriptions listed in the table below. A change in the Customer's commitment to a period of less than three (3) years for any reason other than a termination for cause pursuant to Section 5 of this Agreement will result in a change the fees set forth below.

<b>Election Systems &amp; Software Ballot Layout, Coding, Voice File Service Pricing</b>	
<b>Effective for all elections on or after January 1, 2008</b>	
	<b>Per Unit Fee</b>
<b>Paper Ballot Layout</b>	
<b>English and Spanish (combined):</b>	
1 to 500 Faces	\$15.00
501 or more Faces	\$12.50
<b>Languages other than English/Spanish</b>	
1 to 500 Faces, per Language	\$30.00
501 or more Faces, per Language	\$25.00
<b>Base Charge for Ballot On Demand (BOD)</b>	<b>\$422.10</b>
<b>Electronic Screen Layout - AutoMARK and IVotronic</b>	
<b>English and Spanish (combined):</b>	
Per Ballot Style, or precinct, whichever is greater	Included
<b>Languages other than English/Spanish</b>	
Per Ballot Style, or precinct, whichever is greater	Included
<b>Programming Services</b>	
<b>Base Charge per Equipment Type</b>	<b>\$371.88</b>
<b>Base Charge for ERM file set-up</b>	<b>\$371.88</b>
<b>Ballot types</b> (open primary or multiple-page ballots)	\$53.13
<b>Precincts</b> (every precinct in the election)	\$5.31
<b>Ballot faces</b> (every unique face in the election)	\$10.63
<b>Contests / Issues</b> (total number of contests, referenda, questions / propositions in the election)	\$12.75
<b>Candidate / Responses</b> (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$5.31
<b>Headers</b> (Central Tabulators)	\$1.49
<b>Re-Coding Fees</b>	\$371.88 + applicable fee for each changed element
<b>Voice Files per IVotronic and AutoMARK Equipment Type</b>	
Language Setup Charge - English	\$256.50
Language Setup Charge - Spanish	\$256.50
Language Setup Charge - All Other languages	\$387.00 per language

**EXHIBIT B  
BALLOT PRINTING SERVICES**

Description	Price per Ballot
<b>14" and 17" Ballots:</b>	
Base ballot charge	\$0.25
Backside of ballot	\$0.03
Stub and / or numbering	\$0.03
Folding	\$0.02
Scoring	\$0.02
Packaging	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods quoted separately.	\$0.02
<b>Per Ballot Fee Subtotal</b>	<b>\$TBD</b>
Additional charges for special requests, including watermarking, unique packaging requirements and expedited delivery requirements.	\$TBD
<b>Per Ballot Fee Total</b>	<b>\$TBD</b>
<b>Prices are exclusive of freight, which will be billed separately.</b>	
<b>19" ballots are quoted separately.</b>	

**Note 1:** 100% of payment for Ballot Printing services due within thirty (30) calendar days from issuance of invoice.

**Note 2:** The above pricing assumes the use of ES&S partner printers. The use of a Customer requested printer may result in a change in the fees outlined above.

**Note 3:** Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.