

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON TUESDAY THE, 21st DAY OF SEPTEMBER, 2010 AT 10:00 A.M., IN THE COMMISSIONERS CONFERENCE ROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:02 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

PRAYER BY COMMISSIONER OLSEN
PLEDGE

2. PUBLIC HEARING ON TAX INCREASE
3. PUBLIC HEARING ON PROPOSED BUDGET FOR FISCAL YEAR 2010
4. MOTION TO APPROVE DISTRICT COURT ORDER RELATING TO THE SALARY OF THE COUNTY AUDITOR, AUDIT STAFF AND COURT REPORTER BY HERRINGTON SEC BY WARREN **TO WIT PG 480-481**
VOTED AYE JUDGE DAVENPORT , HERRINGTON, WARREN & OLSEN
HOLT-VOTED NO
MOTION CARRIED 4-1
5. PUBLIC HEARING ON PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN COUNTY CLERK
6. MOTION OF APPROVAL OF PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN (COUNTY CLERK) BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION **TO WIT PG 482-484**
7. PUBLIC HEARING ON DISTRICT COURT RECORDS TECHNOLOGY FUND
8. MOTION OF APPROVAL OF DISTRICT COURT RECORDS PRESERVATION PLAN BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 485-487**
9. MOTION TO APPROVE SALES ORDER AGREEMENT WITH ES&S BY OLSEN SEC BY WARREN **TO WIT PG 488-494**
ALL VOTED AYE MOTION CARRIED

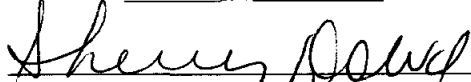
10. MOTION TO GOING INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY OLSEN

MOTION TO COME OUT OF EXECUTIVE SESSION BY HOLT SEC
HERRINGTON
ALL VOTED AYE MOTION CARRIED

11. NO ACTION TAKEN ON AS A RESULT OF EXECUTIVE SESSION TO DISCUSS PERSONNEL
12. BUDGET WORKSHOP
\$50,000 NON DEPARTMENTAL FOR COMPUTER SYSTEM IN BUDGET
13. MOTION TO ADJOURN BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR SEPTEMBER 21ST, 2010.

SIGNED 21 DAY OF SEPTEMBER 2010.


SHERRY DOWD, COUNTY CLERK



#4

480

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR
(903) 654-3020

LESLIE KIRK
OFFICIAL REPORTER
(903) 654-3022

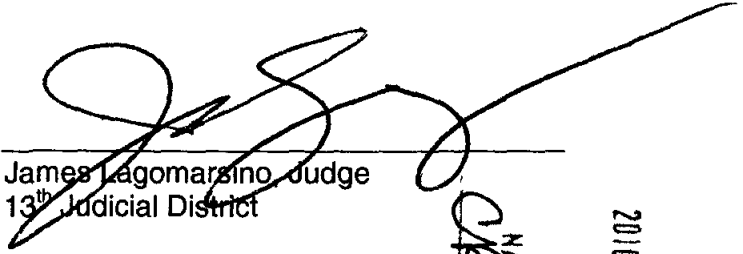
JAMES LAGOMARSINO
JUDGE, 13TH JUDICIAL DISTRICT COURT
NAVARRO COUNTY COURTHOUSE
P.O. BOX 333
CORSIANA, TEXAS 75151-0333

IN RE: SALARIES FOR THE COUNTY AUDITOR, AUDITOR'S STAFF AND COURT REPORTER

ORDER

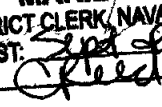
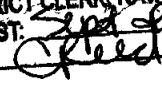
It is ORDERED that the salaries of the County Auditor, auditor's staff and of the District Court Reporter for the fiscal year ending September 30, 2011, are set in conformity with the exhibit attached to the transcript of the hearing held September 21, 2010. A copy of such proceeding is attached to this order.

ENTERED and SIGNED on September 21, 2010.


James Lagomarsino, Judge
13th Judicial District

MARILYN GREER
DISTRICT CLERK
NAVARRO COUNTY, TX
DEPUTY

FILED
2010 SEP 21 AM 8:34

CERTIFIED A TRUE COPY
MARILYN GREER
DISTRICT CLERK, NAVARRO COUNTY, TX
ATTEST:  20 10
BY:  DEPUTY

NAVARRO COUNTY
PUBLIC HEARING - SALARIES OF COUNTY AUDITOR, STAFF AND COURT REPORTER
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2011

EMP NO.	EMPLOYEE	2010 ANNUAL SALARY	CURRENT LONGEVITY	CURRENT TOTAL SALARY
COUNTY AUDITOR				
495 001	COUNTY AUDITOR	84,475	-	84,475

2011 ANNUAL SALARY	LONGEVITY	TOTAL SALARY PER JUDGE'S ORDER
84,475	100	84,575

495 002	FIRST ASST COUNTY AUDITOR	36,939	1,800	38,739
495 003	ASSISTANT COUNTY AUDITOR	36,400	1,950	38,350
495 006	ASSISTANT COUNTY AUDITOR	33,154	1,125	34,279
495 010	ASSISTANT COUNTY AUDITOR	33,154	1,250	34,404
495 011	ASSISTANT COUNTY AUDITOR	33,154	1,000	34,154
495 012	ASSISTANT COUNTY AUDITOR	-	-	-
TOTALS		257,276	7,125	264,401

36,939	2,100	39,039
36,400	-	36,400
33,154	1,250	34,404
33,154	1,650	34,804
33,154	1,125	34,279
33,154	750	33,904
290,430	6,975	297,405

FURTHER, any fiscal year 2011 salary increases and longevity changes approved by the Navarro County Commissioners' Court for County Officials and Employees are approved for the County Auditor, Assistant Auditors and Court Reporter in like percent and amount.

COURT REPORTER				
435 003	COURT REPORTER	53,072	-	53,072

53,072	100	53,172
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NOTE: County Judge compensation shown below is for comparison purposes only in order to satisfy requirements of Section 152.032 of *The Texas Local Government Code*.

COUNTY JUDGE				
425 006	COUNTY JUDGE	65,039	200	65,239
425 006	STATE SUPPLEMENT	15,000	-	15,000
425 006	JUVENILE BOARD	4,800	-	4,800
425 006	TRAVEL & PHONE ALLOWANCE	5,820	-	5,820
TOTAL COUNTY JUDGE		90,659	200	90,859

65,039	300	65,339
15,000	-	15,000
4,800	-	4,800
5,820	-	5,820
90,659	300	90,959

#6 /

COUNTY CLERK
PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN



*Navarro County Courthouse
Corsicana Texas*

COUNTY CLERK

PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN

EXECUTIVE SUMMARY

The County Clerks office wants to take advantage of new legislation that is designed to preserve archived records by adding an archive fee to each filed or recorded document. This fee is to be dedicated to that task. The vast majority of the permanent records in the County Clerks office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by adding an archive fee to cover the cost of microfilming the paper based documents.

Additionally, significant space savings will be realized where documents are currently larger than legal size. During the preservation and restoration process, these documents will be reprinted to legal size paper.

INTRODUCTION

Currently, Counties adjacent to international borders have the ability to charge a records archive fee not exceed \$5.00 for the recording or filing of public documents in county clerks offices. SB 1731 removes "adjacent to international borders" restriction and opens the fee to all Texas counties. S.B. 1731 provides for a fee not to exceed \$5.00 to be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing county records.

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. In most cases, this fee is not sufficient to also preserve and restore archived records. This new legislation is designed to target archived records.

This bill authorizes the commissioner's court to adopt a records archive fee as part of the county's annual budget. If the provisions of SB 1731 are implemented, the county will experience a revenue gain. This additional revenue will be dedicated to helping county clerks focus on preserving older records.

The effective date of this Act is September 1, 2003 and expires September 1, 2008.

Effective June 17, 2005 SB 526 repeals the sunset date and lets the County Clerk designate the records, instead of it only covering recorders prior to 1/1/1990.

ARCHIVE PLAN
Fiscal Year 2010-2011

I would like to continue the current project using the archival fee for computerized re-indexing and conversion of real property records from January 1, 1985 to December 31, 1989. This project is to begin to computerize the records filed before Navarro County's real property records were automated. ACS proposes to begin this re-indexing and conversion project with real property records filed from December 1, 1989 and work backwards. Navarro County filed approximately 61,628 documents during this era. Accordingly, ACS estimates each previous filing year of this project to be calculated as follows:

61,628 re-indexed @ \$1.99 per instrument \$122,639.72
215,700 Documents on-site scanning and conversion of real property records digitizing microfilm to images @ \$.25 per instrument \$53,925.00

Estimated total project price \$176,564. This will continue the two (2) year project. With the completion of this project I will have 25 years of Real Property records and plats on computer.

This is done with no cost to the county and will safeguard the records in case of any type of loss. Most importantly will be space savings.

PROJECTED REVENUE

Documents subject to fees are Official Public Record, Civil, and Probate. This will be approximately \$70,000.00 per year.

Sherry Dowd
Navarro County Clerk

#8 485

NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF NAVARRO

COUNTY PURSUANT TO SB 1685 AND

GOVERNMENT CODE, Section 51.305 HAS

DETERMINED THAT A RECORDS ARCHIVE

FEE OF \$ 5.00 IS NEEDED TO PRESERVE

AND RESTORE DISTRICT COURT RECORDS

EFFECTIVE DATE JANUARY 1, 2011

MARILYN GREER, DISTRICT CLERK,

NAVARRO COUNTY, TEXAS

ARCHIVE PLAN

Introduction

Currently, this office has records dating back to the mid 1800s. We are transferring records that were initially only on microfilm to digital format for faster and easier retrieval. The Odyssey system installed in 2006, has a better imaging system which allows us to create digital images. The ultimate goal is for the judiciary to use computers in the courtroom in order to move to a paperless system.

Designation of Court Documents subject to the plan:

All civil and criminal case files, pending and final or closed.

The Process

To accomplish our goals, we have purchased and installed a software system by CASO which is also supported by them.

Active case documents are scanned into Odyssey Case Management System for Record Storage and retrieval convenience.

After the case is final, All cases records are prepared and picked up by CASO for digitizing and the creation of microfilm. The Microfilm is archived and stored by CASO in the proper facility in San Antonio. The microfilm is not used for search purposes.

Digital images are also stored on an easy searchable CASO program available to anyone and may be photo copied for a fee.

Original documents are kept by CASO until the District Clerk is satisfied that the scanned records are correct. Once that is determined the paper records are shredded by CASO. This is a continuing process as new cases are filed daily.

The goal

The goal is to reproduce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office is also planning the process of the restoration of very old hand-written records, suspending their deterioration and improving public access.

To complete our efforts toward electronic storage of all case files, we envision maintaining closed cases on our shelves for a short period of time and using computers to access all records with a view to the future of using the computers entirely for court activity.

With less cost to the County, we may continue this ongoing process by using the archive fee to cover the cost of scanning paper source documents. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

A portion of the closed cases have been scanned and preserved. The approximate annual cost of continuing this ongoing project is \$40,000. Additional funds are available in other county records preservation funds which are being increased monthly from fees collected by all fee officers on court cases.

Expenditures, including but not limited to:

Computer hardware, including any and all peripherals necessary,

Computer software,

Service Provider and other outsourcing services.

Relevant staff salary

Data storage supplies

Travel expenses to and from a service provider to deliver and pickup case documents, if necessary.

Projected Annual Revenue (SB1685)

Document Type	Documents Subject to Fee	Revenue at \$5.00	Revenue at \$4.00	Revenue at \$3.00	Revenue at \$2.00
Filing new suit, including appeal from lower court	1200	\$ 6,000	\$ 4,800	\$ 3,600	\$ 2,400
Filing cross-action, counterclaim, intervention, contempt action, motion for new trial, 3 rd party petition	500	\$ 2,500	\$ 2,000	\$ 1,500	\$ 1,000
Total	1600	\$ 8,500	\$ 6,800	\$ 5,100	\$ 3,400

488



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Customer Contact Title: Danda Parker - Election Administrator
County Name: Navarro County, Texas

Customer P.O. #: _____
1st Election Date: To be Agreed Upon by the Parties
Estimated Delivery Date: To be Agreed Upon by the Parties
Phone Number: (903) 875-3330
Fax Number: (903) 875-3331

Type of Sale: NEW
Type of Equip.: NEW USED

Bill To:
Navarro County, Texas
Danda Parker - Election Administrator
P.O. Box 1018
Corsicana, TX 75151

Ship To:
Navarro County, Texas
Danda Parker - Election Administrator
300 W. 3rd Avenue - Suite 18
Corsicana, TX 75110

Item	Description	Qty	Price	Total
1	15" iVotronic	4	1,700	6,800.00
2	ES&S AutoMARK			-
3	DS200			-
4	M100			-
5	M850			-
6	Software			-
7	Installation			-
8	Services			-
9	Other			(6,900.00)
10	Supplies			-
11	Shipping	4	25	100.00

Annual Firmware Maintenance Fee	Annual Hardware Maintenance Fee	Annual Software Maintenance Fee
240	380	

Freight Billable: yes no

Order Subtotal \$ -
Discount \$ -
Order Total \$ -

240	380	N/A
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Mark White
Sales Rep / Account Manager
Mark White
V.P. of Finance
Date: 10/28/2010

[Signature]
Customer Signature
Date: 9-31-10
Navarro County Judge
Title

Special Notes :

Payment Terms
100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S invoice.
Note: in no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year After Equipment Delivery
SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment and ES&S Software described on the reverse side. The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software, described on the reverse side, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual Software and Firmware License and Maintenance Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software or ES&S Firmware.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;
b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S' prior written consent; or
d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software or ES&S Firmware in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent), including, but not limited to, any ballots, ballot shells or code stock.

4. **Term of Licenses.** The initial licenses granted in Section 2 shall commence upon the delivery of the ES&S Software and ES&S Firmware, as applicable, as described in Section 2, and expire one year thereafter (the "Initial Term"). The licenses shall automatically renew for successive one-year periods upon Customer's timely payment of the annual Software and Firmware License and Maintenance Fees set forth on Schedule A1 (each, a "Renewal Term"). The Initial Term and each Renewal Term are collectively referred to herein as the "Term". ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or ES&S Firmware or upon Customer's discontinuance of the use of any ES&S Software or ES&S Firmware, Customer shall immediately return such ES&S Software and ES&S Firmware and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software, ES&S Firmware and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the Equipment or Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or Software will become the property of ES&S. This warranty is effective provided that (I) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Equipment or Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the Equipment or Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies, IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended

results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the Software, all Documentation and training materials provided by ES&S, the design and configuration of the Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Indemnification.** Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

- a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any update provided to it by ES&S; (ii) the use of any Equipment or Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or Software; or (iii) Customer's modification or alteration of any item of Equipment or Software without the prior written consent of ES&S;
b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;
c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and
d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

10. **Termination.** 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 30 days after it receives written notification thereof from the non-breaching party.

11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Licensed Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain compliant with applicable laws and regulations.

13. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;
(ii) Customer's pro-rata share of such future state certification or recertification costs; and
(iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment and/or Licensed Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 13(ii) and 13(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

**EXHIBIT A
MAINTENANCE SERVICES
(POST-WARRANTY PERIOD)**

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Exhibit A shall be in effect from the date on which the Warranty Period expires until the first anniversary thereof (the "Hardware Maintenance Term"). The Hardware Maintenance Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the Hardware Maintenance Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is 30 days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software Maintenance and Support under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on Schedule A1 for the initial Term. The Hardware Maintenance and Software Maintenance Fees for the initial Term are due on the date of the expiration of the Warranty Period. The Hardware Maintenance and Software Maintenance Fees for any renewal period shall be the then current fees in effect and are due and payable no later than 30 days prior to the beginning of such renewal period. The Software Maintenance Fee shall be comprised of (i) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental Software Maintenance Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a maintenance and support plan, or otherwise changes its maintenance and support plan with ES&S during the Initial Maintenance Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, maintenance and support coverage.

**ARTICLE II
HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit A for the ES&S Equipment listed on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Inspection.** If the Hardware Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services under this Exhibit A upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Maintenance Term or any renewal thereof not expired, and (c) the granting to ES&S of access to inspect the Products. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purposes for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate plus ES&S' Out-of-Pocket Expenses, and shall be due from Customer within 30 days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as ES&S deems reasonable and necessary to restore such Product(s) to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s). For purposes of this Exhibit A, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("ES&S Representatives") who are required to travel to Customer's Designated Location to provide services. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer's Designated Location is specified on Schedule A1.

b. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each 12 months during the Hardware Maintenance Term or any renewal thereof. Customer may request that Routine Maintenance Services be performed more than once during any such 12-month period. Any such request shall be made at least 60 days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within 30 days after invoice. Routine Maintenance Services shall include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to one or more Products. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as elected by Customer on Schedule A1. Customer shall pay all costs associated with shipping Product(s) to a Depot, including insurance.

c. **Remedial Maintenance Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the Product to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 2(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for 10 or more Products at any given time, Customer may elect to have them provided at its Designated Location; provided, further, that all Remedial Maintenance Services provided for central count equipment shall be provided at Customer's Designated Location. Customer acknowledges that Product(s) identified on Schedule A1 as "depot repair only" may only be repaired at a Depot.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

iii. **Timing.** The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Remedial Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Remedial Maintenance Services are being performed (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Subsection 2(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

d. **Exclusions.** ES&S has no obligation under this Exhibit A to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including printer ribbons, paper rolls, batteries, removable media storage devices, cancellation stamps, ink pads or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the Hardware Maintenance Term or renewal period for which such fee was paid and the denominator of which is the total number of days in such Hardware Maintenance Term.

e. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as a Hardware Maintenance Term is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

f. **Storage.** When not in use, Customer shall properly store the Products in accordance with the storage requirements established in the Documentation.

ARTICLE III **SOFTWARE**

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of Software Maintenance and Support.** If the Software Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Software Maintenance Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

4. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Further, any such Software Maintenance and Support required pursuant to this section 4 will be provided at a fee to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

Schedule A1

DESCRIPTION OF PRODUCTS

HARDWARE

Quantity	Description (Note: *** indicates Depot Repair Only Products)	Initial Maintenance Fee Per Unit	Initial Maintenance Fee In Total
4	15" iVotronic Terminal	\$95.00	\$380.00
	Total Hardware Maintenance Fees Due for the Initial Hardware Maintenance Term		\$380.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 90% of the then current maintenance fee per unit.

Note 2: The Surcharge for Emergency Remedial Maintenance Services shall be 150% of the then current maintenance fee per unit.

Note 3: Location of Services

- Customer's Designated Location - TBD

Note 4: Per Unit Surcharge for performance of Routine Maintenance visit at more than one facility within or outside of Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

SOFTWARE

Year	First Month Applicable	Fee – ES&S Firmware	Fee – All Other ES&S Software
2011	TBD	\$240.00	N/A