

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING RENEWAL TO ELECTION SERVICES AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy previously entered into an agreement with Election Systems & Software, Inc. (ES&S) for ballot layout, coding, voice file, ballot printing and other such election services contemplated in the agreement; and,

WHEREAS, the parties are desirous of renewing the agreement for a three-year period.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts this renewal to the agreement with ES&S for election services, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the renewal to the agreement with ES&S, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 8<sup>th</sup> day of February, 2011.

Moved by Jim Nekuda, seconded by Jim Warren, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Jim Nekuda

none

none

Jim Warren  
Tom Richard

\_\_\_\_\_

\_\_\_\_\_

ABSTAIN:

Jim Warren  
Jim Nekuda

\_\_\_\_\_

none

Dee Dougherty  
County Clerk

Approved as to form

[Signature]  
Deputy County Attorney

**ELECTION SYSTEMS & SOFTWARE, INC.  
ELECTION SERVICES AGREEMENT RENEWAL**

**WHEREAS**, Election Systems & Software, Inc. ("ES&S") and Sarpy County, NE ("Customer") entered into that certain Election Services Agreement dated, March 3, 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:

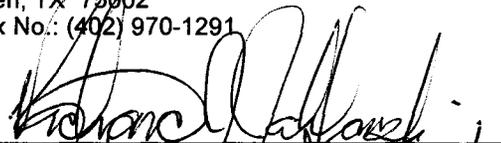
1. ES&S agrees to extend the Ballot Layout, Coding, Voice File, and Ballot Printing ("Services") in accordance with the terms and pricing set forth in the Agreement which are applicable to such Services for a three (3) year period commencing on January 1, 2011 and ending on December 31, 2013.
2. Ballot 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.
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.
4. ES&S agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. ES&S is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If ES&S is an individual or sole proprietorship, the following applies:

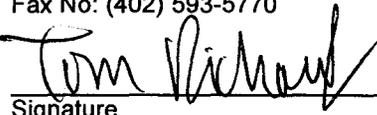
1. Must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If indicated on such attestation form that he or she is a qualified alien, agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. Understands and agrees that lawful presence in the United States is required and may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

**IN WITNESS WHEREOF**, this Agreement has been executed effective as of the date it is signed (date to be no later than December 1, 2010) by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, INC.  
1253 Allen Station Pkwy  
Allen, TX 75002  
Fax No.: (402) 970-1291

  
\_\_\_\_\_  
Signature  
Richard J. Bickel  
\_\_\_\_\_  
Name (Printed or Typed)  
VP of Finance  
\_\_\_\_\_  
Title  
2/15/2011  
\_\_\_\_\_  
Date

SARPY COUNTY, NEBRASKA  
Attn: Wayne Bena  
1261 Golden Gate Dr., Ste. 6E  
Papillion, NE 68046  
Fax No: (402) 593-5770

  
\_\_\_\_\_  
Signature  
Tom Richards  
\_\_\_\_\_  
Name (Printed or Typed)  
Chairman  
\_\_\_\_\_  
Title  
2/8/2011  
\_\_\_\_\_  
Date

## Chris Vance

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**From:** Wayne Bena  
**Sent:** Thursday, February 03, 2011 9:19 AM  
**To:** Chris Vance  
**Subject:** FW: 3 Year Election Services Contract Extensions

Chris

I receive this from ES&S about where the new contracts are to be sent once signed.

Wayne Bena

**From:** Hanigan, Jennifer [mailto:[jjhanigan@essvote.com](mailto:jjhanigan@essvote.com)]  
**Sent:** Wednesday, February 02, 2011 4:50 PM  
**To:** Wayne Bena  
**Subject:** RE: 3 Year Election Services Contract Extensions

Great, thanks Wayne. I should mention that you can send two signed originals to:

*Susan L. Paulson*

Paralegal II  
Election Systems & Software, Inc.  
11208 John Galt Blvd.  
Omaha, NE 68137  
402.970.1189  
Fax - 402.970.1291  
Email - [slpaulson@essvote.com](mailto:slpaulson@essvote.com)

She will then return a fully executed copy to you.

Thanks,

*Jennifer Hanigan*

Regional Account Manager  
Election Systems & Software  
Office: 402-938-1345  
Cell: 402.210-3898  
Email: [jjhanigan@essvote.com](mailto:jjhanigan@essvote.com)

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**From:** Wayne Bena [mailto:[wbenas@sarpy.com](mailto:wbenas@sarpy.com)]  
**Sent:** Wednesday, February 02, 2011 4:30 PM  
**To:** Hanigan, Jennifer  
**Subject:** RE: 3 Year Election Services Contract Extensions

Jennifer