

**Lucy Flores Mendez**

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**From:** Christian Boenisch  
**Sent:** Tuesday, September 15, 2015 9:04 PM  
**To:** Lucy Flores Mendez; Allen Springer; Mary Starrett; Stan Primozich  
**Cc:** Laura Tschabold; Chuck Vesper; Brian Van Bergen; Desiree Lundeen  
**Subject:** HART Intercivic, Inc. Second Addendum  
**Attachments:** Hart InterCivic, Inc. - Addendum #2 091515.pdf

Attached should be the second addendum to a "Warranty, Support and License Agreement" entered into by and between the Yamhill County Clerk's office and Hart InterCivic, Inc. for the county's election management system (the "Hart Voting System"). The original contract was signed in 2007 (BO 07-953) and the first addendum was signed in 2010 (BO 10-391). The Clerk's office would now like to execute this second addendum extending this agreement through October 2018. Please review and let me or Brian know if you have any other questions or comments; otherwise I would ask that this be added to the agenda for Thursday's formal session as an add on.

Thanks,

Christian

Christian F. Boenisch  
Yamhill County  
County Counsel  
(503) 434-7502  
[boenischc@co.yamhill.or.us](mailto:boenischc@co.yamhill.or.us)

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Accepted by Yamhill County  
Board of Commissioners on  
9.17.15 by Board Order  
# 15-388



RENEWAL OF THE ADDENDUM TO THE HART WARRANTY, SUPPORT, AND LICENSE AGREEMENT

WHEREAS, Hart InterCivic and Yamhill County, OR ("Client") entered into an Addendum to the Warranty, Support, and License Agreement on or about July 7, 2010 and

WHEREAS, the second term commitment in the Addendum was defined as three (3) years and stated:

"Second Term Commitment. After the Initial Term Commitment Period, Client may elect to renew for a period equal to the Second Term Commitment Period by sending written notice to Hart. For the Second Term Commitment Period, Hart may increase the Annual Fee one time at the beginning of such period by a maximum of four percent (4%) of the Annual Fee for the Base Year, and such adjusted fee shall apply for the remainder of the Second Term Commitment Period."

And WHEREAS Client now wishes to extend the Addendum into the second term of 11/2015 - 10/2018 at the rate of \$30,769.00 per year with current equipment and software licenses (additional equipment and licenses will increase the rate but will also lock in to this agreement),

THEREFORE, Client's signature below signifies a commitment to a second term under the conditions in the Addendum and the understanding that any unused portion of this commitment may be transferred to any future voting system (e.g., Verity) offered by Hart InterCivic during this second term.

Agreed and Accepted:

Customer Name: Yamhill County
Billing Address: 535 NE 5th Street
City: McMinnville OR Zip: 97128
Primary Phone: (503) 434-7518 Email: vanbergenb@co.yamhill.or.us
Signature: X Allen Springer
Printed Name: Allen Springer Title: Chair, Board of Commissioners

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Execute and email to plichtenheld@hartic.com or fax to 512.252.6905

Accepted by Yamhill County Board of Commissioners on 9.17.15 by Board Order # 15-388



Enclosed with this draft invoice you will find the renewal agreement for your License & Support Addendum. The initial term of that agreement is expiring. By signing and returning the renewal agreement, you guarantee that your License & Support fees to Hart will not increase, after a one-time 4% increase, for the next three (3) years (per the terms of the Addendum).

Note that the draft invoice already includes the 4% increase, so this is the rate that you “lock in” at for 3 years. If you choose not to renew the License & Support Addendum, your License & Support fee will increase by 4% each upcoming year.

If you elect to renew, complete the enclosed form and fax or email the completed form on or before your renewal date to 512.252.6905 or [plichtenheld@hartic.com](mailto:plichtenheld@hartic.com). If you have questions, please call me.

Best Regards,

A handwritten signature in black ink that reads 'P. Lichtenheld'.

Pete Lichtenheld  
Vice President of Operations  
Fax 512.252.6905  
Phone 512.252.6578