

Affidavit of Service

I, Brandon Johnson, being first duly sworn, deposes and says: That affiant is and was on the day when served the within action, a citizen of the United States, over 18 years of age, and not a party to nor interested in, the within action; That affiant recieved the within action on the 20th day of April, 2020 and personally served the within NOTICE OF CONTRACT BETWEEN WASHOE COUNTY AND VOTEC CORPORATION

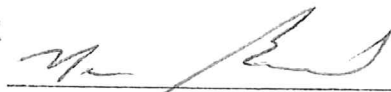
on VOTEC CORPORATION by serving Frank Rodriguez, Resident Agent by serving Chris Johnson, Authorized to Accept Service at 8275 South Eastern Avenue #200, Las Vegas, Nevada

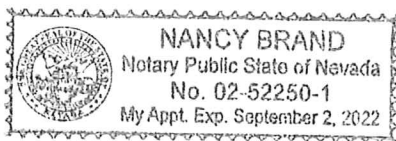
on the 20th day of April, 2020, within the County of Clark, State of Nevada, with a copy of same.


Brandon Johnson

SUBSCRIBED AND SWORN to before me this 20th day of April 2020.

License #593
Lawyers Process Service
P.O. Box 17234
Las Vegas, NV 89114


NOTARY PUBLIC in and for the County of Clark, State of Nevada



BCC 4-28-20 #13
Registrar of Voters



WASHOE COUNTY

REGISTRAR OF VOTERS

1001 E 9TH STREET
RENO, NV 89512
PHONE: (775) 328-3670
FAX: (775) 328-3747
www.washoecounty.us

April 14, 2020

VIA EMAIL AND CERTIFIED MAIL

VOTEC Corporation
John Medcalf, CEO
10920 Via Frontera, Ste 110
San Diego, CA 92127
Email: john.medcalf@votec.net

Re: Notice of contract between Washoe County and VOTEC Corporation has been placed on the April 28, 2020 Board of County Commissioners meeting.

Dear Mr. Medcalf,

Please accept this correspondence as Washoe County's notice that the VOTEC contract will be placed upon the agenda for the meeting of the Board of County Commissioners on April 28, 2020. The Washoe County Registrar of Voters will be recommending that the Board act to terminate the agreement with VOTEC based upon VOTEC's failure to provide a completed software package for use in the upcoming Primary Election. This failure constitutes a material breach of the agreement between Washoe County and VOTEC.

Our Registrar IT team received and has been testing the functionality of the software VOTEC provided on March 31, 2020, and subsequent updates. The Washoe County Registrar of Voters, along with personnel from Technology Services has been working with VOTEC to develop this product to include the mandates of AB 345 since September of 2019. Although some progress has been made, ultimately VOTEC has failed to fulfill their obligation to provide the Washoe County Registrar of Voters with a completed software package that can be used for our upcoming Primary Election.

While it is expected that some "bugs" will be present in any new software program, the software provided by VOTEC does not meet the basic functional needs for Washoe County to move forward with its use in the Primary Election. While there are many current functional deficiencies in the software, the main critical findings of our testing include:

- Same day registration (SDR) voter logic is incomplete. SDR data is not being propagated between kiosks. This will allow any SDR in-person and SDR update voters to check in at separate kiosks or different locations and vote more than once. Also, there are no reports in Poll Power can be found to identify SDR voters except the signature report.



INTEGRITY

COMMUNICATION

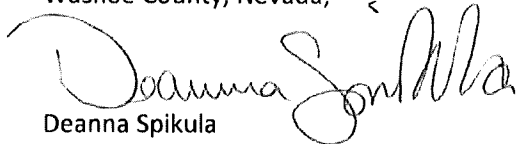
SERVICE

- For any SDR voting activity, the record does not link back to the voter record in the SDR tables; that data is currently empty. In sum, the SDR records in the database are currently not linkable to the voter. This functionality is not built in yet.
- Critical functionality for SDR-I and SDR-U are still missing in the program, therefore, we cannot go live with this product at this time as it is incomplete.

The deployment of an untested or rushed product in a live election with real voters is not a risk that Washoe County is willing to take. A critical failure in a live election with a product that is not properly vetted and tested is not a viable option for Washoe County. We simply cannot take the risk and use such a product.

In closing, if you wish to address this issue with the Board, you are invited to attend the April 28, 2020, Board of County Commissioners Meeting via Zoom video conference as the County continues to practice social distancing for public meetings.

Washoe County, Nevada,



Deanna Spikula



**REGISTRAR
OF VOTERS**

Deanna Spikula
Registrar of Voters

dspikula@washoecounty.us | Office: 775.328.3674
1001 E 9th St., Bldg. A, Rm 135
Reno, NV 89512

CC:

Wade Carner, Deputy District Attorney
Eric P. Brown, County Manager
Christine Vuletich, Assistant County Manager
Paul Burr, Technology Services, IT Manager
Wayne Thorley, Deputy Secretary of State for Elections



VOTEC Corporation, the WelcomeVoter™ Company

April 22, 2020

Nevada Secretary of State, Barbara Segavske via email of Wayne Thorley, Deputy SOS for Elections
Deanna Spikula, Washoe County Registrar of Voters
Washoe County Commissioners
Eric Brown, County Manager
Christine Vuletich, Assistant County Manager
Paul Burr, Technology Services, It Manager
Mark Stewart, Washoe County Purchasing and Contracts Manager

Regarding Washoe County Registrar of Voters' interpretation of Purchase Order 4500040312:

VOTEC attests that we have been producing the AB 345 software and hardware with all reasonable speed and professionalism.

We can tell the Registrar wants out of the contract. The Registrar has terminated twice. The Registrar offered no reason for the first termination other than being nervous. To my unbelief, the Purchasing and Contracts Manager upheld nervousness as a valid cause for contract termination.

The reasons offered in the second termination letter are sketchy and were under the Registrar's control to have us correct but no communication was forthcoming prior to the second termination.

I'm in the elections technology business because I excelled in applied math and am comfortable I can produce no matter how stressed a customer may get. I work with customers to structure our joint efforts to balance the desirability of computerizing all the functions requested against the requirements of any upcoming election. We do need customers to be our partners in successful elections.

VOTEC is delivering all items contracted for in a professional manner. We are developing and delivering the same product with Clark County. We are also developing for and delivering to all other Nevada counties other than Carson City.

We are having to develop software later than anyone desires. This is because of the lateness of specifications and the size of the task. The lateness of specifications is a reflection of the sizable ambition of AB 345. The project is essentially to write a real time voter registration system with uncommon subtleties that the Legislature deemed necessary, subtleties not found in any other state's election law nationwide. As recently as last month there were still specifications needing to be finalized by the Secretary of State's Office.

To show that VOTEC has not provided cause for termination cited in the April 14 letter, we only need to show that the purported evidence for failing to provide a completed software package for use in the upcoming Primary Election is any one of the following:

- a) Irrelevant – Such provision is not in any contract. No document ever defined “basic functional needs”.
- b) Incorrect – For one and a half of the three itemized points we have countervailing facts. The remaining are either not making sense or are scheduled for very near-term delivery. The stated assumption that VOTEC failed is the Registrar's and contradicts other counties' understandings.
- c) Occasioned by Washoe County deficiencies – Brian Takemoto appears to be over-tasked so as to be only sporadically available to the VOTEC project. We believe Mr. Takemoto was requested to work on both the VOTEC system and a backup system concurrently. This is a recipe for failure.



We offer Clark County's near daily engagement in guiding our software delivery for comparison.

- d) Stress motivated – The Registrar terminated the contract Feb 25 to then be overridden by the Deputy County Attorney. The termination came out of the blue. The Deputy County Attorney asked us to meet cursory milestones in a letter of March 13. We agreed.

The WelcomeVoter Kiosks are in our warehouse awaiting scheduling of delivery. Software is complete as defined in the Registrar's recognition that 'some "bugs" will be present in any new software'. Our staff is very quick to fix "bugs" when they appear in the development cycle. We need timely feedback from our customers. Also, some of the cited bugs were misunderstandings on Washoe County's part.

Our humble advice to Washoe County is to continue the contract for several reasons:

- a) It will not benefit Washoe County to have it known that Purchasing Officers are ready to repudiate a contract for nervousness. Would that be a good headline?

This was memorialized in an email from Purchasing and Contracts Manager, Mark Stewart: *"I do believe nervousness is a real and valid concern" ... "I do support the Registrar of Voters in the termination of the agreement."*

- b) It will benefit Washoe County in the long run. It was Registrar Spikula's stated intention as we discussed this order, to purchase what Washoe County would need for the coming decade. I will trust that her deputies can testify to such a goal. Cancellation now is shortsighted
- c) It will benefit Washoe County in the long run. Secretary of State Cegavske's staff has worked with VOTEC to standardize approaches to voter registration and electronic poll books. This benefits all parties – the SOS, the counties, and VOTEC.

VOTEC has delivered its Clark County voter registration and election management system to all Nevada counties but Washoe, Douglas, and Carson City. We have delivered our WelcomeVoter Kiosk to all Nevada Counties but Carson City. We are Nevada's prime supplier. We have worked for decades to be attuned to Nevada law through our work in Clark County.

If VOTEC is selected to deliver state wide voter management for Nevada, this should make it easy for Washoe County to move to the next generation of such a system, and less expensive.

It makes sense for VOTEC to be selected based on investment, expertise, and working software.

Registrar Spikula has solicited a price quote for our VEMACS voter registration software and services. She must have considered VEMACS as a likely beneficial future step. Ending the relationship doesn't feel like a good long-term plan.

Should Washoe County cancel the contract we will seek the funds we were denied. We will also seek whatever publicity might be available in the elections community to restore our reputation. Numerous major U.S. counties can testify to our abilities but a contract cancellation can cause significant harm.

Please, let's get on with the business of election management using a longer-term perspective. Elections are challenging enough without wasting energy. At a minimum, we recommend a conference between VOTEC and County manager(s) prior to putting the contract on the Commissioners' calendar. Your voters will benefit. Your finances will benefit. We'll all show ourselves as doing due diligence.

Sincerely,

John Medcalf, VOTEC CEO

We will be available Tuesday, April 28 for the Commissioners meeting. Please forward connection info.



Contract for VoteSafe Hardware, Software and Services

THIS CONTRACT, made this _____ day of _____, 2019 by and between Washoe County, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and VOTEC CORPORATION, a corporation with a place of business in San Diego, California, hereinafter referred to as VENDOR.

WITNESSETH:

WHEREAS, in consideration of the covenants mutually exchanged, the parties desire to agree that the VENDOR shall provide Elections/Voter Registration licensed software, hardware, and associated support services, and; WHEREAS, the parties desire to reduce this agreement to writing.

NOW THEREFORE, for the consideration hereinafter stated the parties to this agreement agree as follows:

SECTION I - VENDOR AGREES:

1. To install and train, in a professionally competent manner, VoteSafe system updates.
2. VoteSafe will meet the specifications listed in Attachment I.
3. VoteSafe software will run identically on old kiosks (WVK 2.0) and new kiosks (WVK 3.0)
4. To appoint a VENDOR project coordinator to work with COUNTY throughout the implementation and acceptance process.
5. To adhere to COUNTY and State requirements for Elections in fulfilling contract services. The COUNTY will verify requirements documented by VENDOR in storyboards and related documents.
6. To handle all information made available by COUNTY in a confidential manner and in strict accordance with laws and COUNTY procedures.
7. To meet State requirements for data exchange in support of HAVA and state mandates including specifically those in Nevada statute AB345.
8. VENDOR agrees to maintain a copy of all VoteSafe software source code with Lincoln-Parry Escrow subject to software escrow agreement No. 7221 between Lincoln-Parry SoftEscrow, Inc. and VOTEC Corporation. A copy is attached. COUNTY will be added to this escrow account for each software product for which customer is licensed.
9. VENDOR will work with COUNTY to automate or semi-automate under COUNTY control all necessary data transfers between COUNTY voter registration system and VoteSafe.
10. VENDOR will bring all existing WVK 2.0 owned by COUNTY up to warranty standards including electronic components and extension cords. VOTEC will supply personnel to perform any updates that require removing the wire covers.
11. Styli will be replaced or updated with new tips as needed to bring them up to current standards at no charge.
12. Power cords will be 100% replaced plus 20 spares will be provided at no charge.



INDEMNIFICATION / HOLD HARMLESS

VENDOR shall indemnify, defend and hold harmless COUNTY, all officials, agents and employees of COUNTY, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. VENDOR obligation to indemnify, defend, and hold harmless includes any claim by VENDOR agents, employees, representatives, or any subcontractor to its employees.

VENDOR expressly agrees to indemnify, defend, and hold harmless COUNTY for any claim arising out of or incident to VENDOR or any subcontractor's performance or failure to perform the contract. VENDOR obligation to indemnify, defend, and hold harmless COUNTY shall not be eliminated or reduced by any actual or alleged concurrent negligence of COUNTY or its agents, agencies, employees and officials.



SECTION II - COUNTY AGREES:

1. To pay VENDOR for VoteSafe Perpetual Software Licenses, data exchange with voter registration, installation, training, and First Year Maintenance and Support for documented competent services rendered and accepted by COUNTY.
 - a. VoteSafe license fees for 250 Field systems @ \$600 = \$150,000.00.
 - b. VoteSafe project management fee waived as this is an add-on purchase)
 - c. Subsequent year's VoteSafe support fee will be \$30,000.00.
 - d. Support fees will be due and payable on the first and subsequent anniversaries of the date of first production use of the VoteSafe system in May of 2020.
2. To pay VENDOR for WelcomeVoter Kiosks, WelcomeVoter storage case upgrades, spare tablets and shipping for same accepted by COUNTY.
 - a. 250 WelcomeVoter Kiosk 3.0 check-in stations @ \$1,035.00 = \$258,750.00.
 - b. 200 WelcomeVoter Kiosk 3.0 cases with handle and wheels @ \$165.00 = \$33,000.00.
 - c. 20 WelcomeVoter Kiosk Voter Display Tablets @ \$205.00 = \$4,100.00.
 - d. To pay shipping at cost recently estimate at \$2,271.52.
 - e. Hardware warranty is offered for the second year of ownership and beyond on an annual basis at a cost of 4% (four percent) of the kiosk price.
3. To provide computer access and on-site working space to support VENDOR employees assigned under this agreement.
4. To appoint a COUNTY project manager to work with VENDOR throughout Term of contract.
5. To dedicate appropriate COUNTY personnel to the specification, installation, testing, training, and operation of the licensed software.
6. To adhere to the VOTEC Corporation Software License Agreement.
7. To adhere to the VOTEC Corporation Software License Oracle Sub-License Addendum for any Oracle products sub-licensed through VOTEC.
8. To order, install, test, and maintain all hardware and operating system software including data backup software for any VoteSafe options hosted on premises by COUNTY.
9. To promptly notify VENDOR of changes proposed or being made to the network hardware and/or software that may affect the performance of the COUNTY.
10. To provide support for remote communications by the VENDOR with the network for any VoteSafe options hosted on premises by COUNTY, including resolving technical communications problems occurring on site in the COUNTY. Access shall be under control of the COUNTY utilizing Join.Me and/or LogMeIn supplied by VENDOR.
11. To provide local system administrator level access to the VENDOR on the VoteSafe server for system installation and testing if it is hosted on premises by COUNTY than in the cloud.



SECTION III - BOTH PARTIES AGREE:

1. With regard to establishing final specifications:
 - a. COUNTY shall certify that all requirements are consistent with COUNTY's understanding and application of all applicable laws.
2. In the event of a conflict between this agreement and the terms and conditions of the attached Appendices, the terms and conditions of this agreement shall govern.
3. With regard to system installation for any VoteSafe options:
 - a. All hardware and all software provided by the COUNTY will be installed and tested before the VENDOR installs VENDOR provided software. VENDOR will provide remote support if necessary.
 - b. All VoteSafe application software modifications will be tested by the COUNTY, with COUNTY data, and determined to be functioning in accordance with specifications prior to using the VoteSafe software for election operations.
 - c. COUNTY will assist in the installation of the system by providing prompt responses to any hardware or communications problems that arise on site and by identifying any apparent inconsistencies between the installed system and the specified requirements.

IN WITNESS WHEREOF, the parties executed this agreement on the day and year first written above.

Acceptance by LICENSOR:

Acceptance by LICENSEE:

VOTEC Corporation

Washoe County, Nevada



 Authorized Signature

Mark
 Stewart
 Digitally signed by
 Mark Stewart
 Date: 2019.12.19
 06:54:02 -08'00'

 Authorized Signature

JOHN MEDCALF CEO

 Name and Title

Mark Stewart, Purchasing and Contracts Manager

 Name and Title

Dec 17, 2019

 Date

12/19/2019

 Date



ATTACHMENT I – VoteSafe Functional Specifications

Voter Check-in

- Lookup by name, state ID#, driver's license #, sample ballot voter ID #
- Limit check-in to eligible status codes
- Signature capture and voter information display on voter facing tablet.
- Print labels identifying voter precinct and ballot style – optional if printer is used.
- Label reprint – optional if printer is used.
- Same site, same day check-in removal to correct mistaken check-in
- Correction of check-ins on Management System at any time
- Track provisional voters
- Review list of checked-in voters on screen
- Copy check-ins to all Internet connected Field Systems for Early Voting and Super Precincts / Vote Centers

Live Help

- Field System initiated instant message style communications with central office Management System
- Automatic reference of voter record currently on screen
- Tracking of messages by site and user
- Management initiated messages to individuals
- Management initiated messages to all Field Systems at a site
- Archiving of all messages

Election Setup

- Import voter data including signature, polling place, ballot style, precinct, poll worker data from voter registration and election management system
- Enter data not available from Voter Registration system
- Verify consistency of data
- Produce JAR files for Field Systems

Reports

- Check-in statistics by site, Field System, date, and party
- Voter check-in lists by site, Field System, date, and party
- Logons by site and user

Exports

- Field Systems can export their check-in list and audit log in case they were not running in connected mode. Management System can import these files
- Management System provides daily and final exports for state voter registration system
- Provisional voter information
- Check-in list and audit logs.

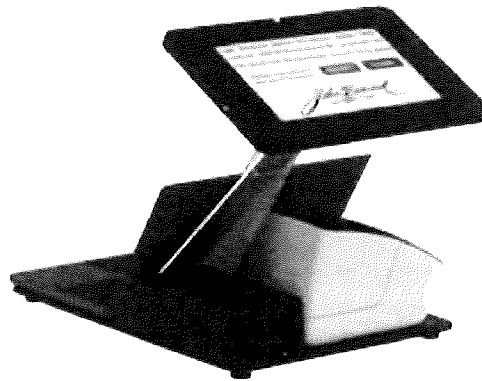


Expert Election Management Software

VOTEC WelcomeVoter™ Kiosk – Washoe County, Nevada

In response to recent legislation that allows a voter to register in person for a primary election, general election, primary city election, or general city election on the day of the election or during early voting, the following WelcomeVoter Kiosk (WVK) software enhancements and workflows will be storyboarded and developed in accordance with final legislative and SOS approval:

- Allow WVK to process a voter registration application when no voter record is found.
- By scanning a driver license bar code, registration fields are populated from the license.
- Walks the poll worker through the steps needed to process a new registration, a post close of registration online registration, or an existing registration update.
- Prints label(s) documenting the new registration.
- Transmits the new record electronically to PollPower for eventual application to the county and state voter databases.
- The voter would then be checked in to vote at the same WVK.
- Sends the Dominion software the codes to identify the voter's ballot as an SDR provisional.
- Provide all information and choices to the voter in mandated languages.



** All VOTEC VoteSafe electronic Pollbook hardware comes with a 1-year from date of first use warranty. VOTEC offers an extended annual warranty for electronic and electro-mechanical components (laptop, tablet, printer, scanner) for subsequent years at a cost of 4% (four percent) of the original price of such components (\$635 giving an annual cost of \$25.40 per Kiosk). Mechanical components including the case, tray, tablet arm, cables, power cords, and styli are warrantied at no additional cost as long as software support is being purchased.*

VOTEC CORPORATION
800.348.6832

10920 Via Frontera, #110

San Diego, CA 92127
www.votec.net



Expert Election Management Software

250 WelcomeVoter Kiosk's with software, 200 wheeled cases, spare tablets and power cords

DESCRIPTION	QTY	UNIT	TOTAL
Bundled WelcomeVoter 3.0 Kiosk - Configuration includes: HP X360 11 G3 EE Pentium N5000 Laptop with SSD, Windows 10 LTSC License, 10 inch voter display tablet, Wireless Mouse, QL-800 Printer, Equipment Platform with straps, Custom Case with Wheels and Pull Handle, 2 Styli, tablet screen cleaning pad, mouse pad.	250	\$1035	\$258,750.00
Shipping ground palletized (estimate)			\$1,294.16
WelcomeVoter 3.0 Custom Case with Wheels and Pull Handle	200	\$165	\$33,000.00
Shipping ground palletized (estimate) ²			\$897.60
Voter display tablets with frames ready to connect to laptops	20	205	\$4,100.00
Shipping ground (estimate)			\$79.76
Replacement and spare six foot grounded power cords ³	210	No charge	
Shipping		No charge	
TOTAL HARDWARE See Footnote 1			\$295,850.00
Total Shipping ground (estimate)			\$2,271.52
VoteSafe WelcomeVoter Kiosk Software License	250	\$600	\$150,000.00
TOTAL HARDWARE AND SOFTWARE			\$445,850.00
Annual VoteSafe WelcomeVoter Kiosk Software Support ⁴	250	\$120	\$30,000.00
Annual Hardware warranty at 2.5% starting year 2.	440	\$25.87	\$11,382.80

- 1 Total Hardware costs are subject to change should a new tariff surcharge be applied. VOTEC will pass through such tariffs up to a maximum of \$30,000. Documentation of tariffs will be supplied if a surcharge is added.
- 2 Cases will be shipped directly to Washoe County at no charge if this works for our manufacturing partners. At present (11/1/2019) this is purely speculative.
- 3 Original power cord connection required too much force to unplug. VOTEC is replacing 190 cords and adding 20 spare cords at no cost to county.
- 4 Software support is charged equally across even and odd years because it is used largely to fund continuous improvement and legislatively mandated changes.

