

• **VOTE TABULATION SYSTEM CONTRACT**

This contract, entered into by and between

Worth County, Iowa

A body corporate and politic,  
Hereafter called "the County"

And

MATT PARROTT AND SONS / HENRY M. ADKINS & SON, INC.  
Hereafter called "Parrott / Adkins"

Witnesseth:

WHEREAS, the County has need for vote tabulation systems equipment, hardware and software, and training and technical support services, to the county election office as the election authority for Worth County; and

WHEREAS, in reliance upon the federal "Help America Vote Act" (HAVA), Parrott / Adkins has advised the County that Parrott / Adkins reasonably believes the United States government will appropriate and fund portions of the proposed value of the equipment and services to be provided; and

WHEREAS, The County has met all of the prescribed rules for requesting or soliciting bids or proposals, accepting bids or proposals and entering into contracts provided for by the State of Iowa; and

WHEREAS, Parrott / Adkins is willing to deliver the equipment to the County, and provide the necessary services to the County, on the expectation that said funding will occur at a later date; and


**Now, Therefore, it is agreed between the parties as follows:**

1. Parrott / Adkins shall provide all equipment, hardware, software, training, and services to the Worth County Auditor's Office that is set out in the proposal "Exhibit A" attached to this Contract and incorporated by reference herein.
2. The maximum amount due Parrott / Adkins under this contract shall be \$109,560. The County shall pass through to Parrott / Adkins such sums as are received by the County from the United States government's funding under the federal "Help America Vote Act" (HAVA).
3. Parrott / Adkins understands and expressly agrees that the County has not made any type of payment for said equipment and services to be provided by Parrott / Adkins.
4. Parrott / Adkins covenants that it is possessed of the necessary qualifications and experience to train and support the personnel necessary to operate the equipment, hardware, and software specified in the proposal marked exhibit "A" attached hereto and incorporated by reference herein.
5. Parrott / Adkins will warrant, repair, and if necessary replace the equipment, hardware, and software specified in the proposal marked exhibit "A" for one year after installation date.

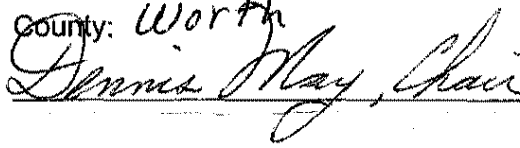
- 6. Neither party may assign any of its rights or duties under this Contract without first obtaining the written permission of the other party.
- 7. This Contract shall constitute the entire Contract between the parties. This Contract may not be altered, amended, modified, or supplemented, except in writing signed by both parties. All notices given pursuant to this Contract shall be in writing, and shall be delivered to the other party by hand, or by delivery to such party's regular business address by certified mail (return receipt requested).
- 8. The terms of this Contract shall not be affected by or interpreted according to any custom, industry or business practice, or course of dealing, whether between the parties, between or among party, other persons or entities, or between or among other persons or entities.
- 9. The terms of this Contract shall be governed by the laws in the State of Iowa; United States of America on the day the last party executes this Contract.
- 10. All litigation regarding this Contract shall be taken in the court having appropriate jurisdiction in the State of Iowa, United States of America.
- 11. In case this Contract, or any one or more of the provisions hereof, shall be held to be invalid, illegal, or unenforceable within any governmental jurisdiction or subdivision thereof, the Contract or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction of subdivision thereof. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any other respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and there shall be deemed substituted such other provision as shall most nearly accomplish the intent of the parties to the extent permitted by applicable law.

This contract was approved by Worth County, a body corporate and politic, by its governing body at a meeting held on the 26 day of September, 2005, authorizing its County Board of Supervisors to execute this Contract.

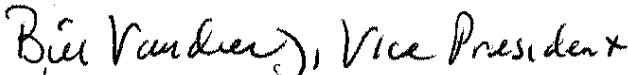
Attest:

  
 \_\_\_\_\_  
 MATT PARROTT

Authorized Signature  
 Matt Parrott and Sons, Inc.  
 Henry M. Adkins and Son, Inc.

County: Worth  
  
 \_\_\_\_\_  
 Dennis May, Chair

Authorized Signature,

  
 Bill Vandenberg, Vice President  
 Henry M. Adkins and Son, Inc

**WORTH COUNTY, IOWA**  
9/16/2005

**Cost Estimate for AccuVote TSX DRE Election System**  
**AccuVote OS Absentee System**  
**9 Precincts + Absentee**

	Firmware #	Number	Unit price	Total price
AccuVote Optical Scan Units	1.96.6	1	\$4,800	\$4,800
Includes ballot box/modem/memory card				
Ender Cards (25)		0	\$15	\$0
Secrecy Sleeves (100 paper)		0	\$100	\$0
Machine Seals (100)		0	\$13	\$0
<del>Optical Scan Accumulator Adapter</del>		<del>0</del>	<del>\$75</del>	<del>\$0</del>
Additional memory cards (spare)		1	\$225	\$225
Software License		1	\$100	\$100
Preventative Maintenance (after year one)		1	\$150	
Annual Firmware License		1	\$5	
AccuVote TSX	4.6.3	29	\$3,000	\$87,000
Includes memory card/booth/modem				
Voter access cards - 5 per booth		29	\$17.50	\$507.50
Software License		29	\$100	\$2,900
ADA & accessories - 1 set per precinct + 1 set spare				
Headphones/Keypad		10	\$320	\$3,200
Voter Card Encoder	1.3.2	10	\$395	\$3,950
Supervisor Card		10	\$8.00	\$80.00
Administrator Card		2	\$6.00	\$12.00
Security Card		2	\$5.00	\$10.00
PCMCIA modem card		1	\$175	\$175
Preventative Maintenance (after one year)		29	\$95	
Annual Firmware License		29	\$5	
<b>Equipment Purchase</b>				<b>\$102,960</b>
Training:				
Pre-election training - 1 person/ 2 days		2	\$1,200	\$2,400
Election day support -1 person/ 1 day		2	\$1,750	\$3,500
Delivery - FOB Clinton, Missouri				\$700
<b>Total price delivered and installed</b>				<b>\$109,560</b>
GEMS Software Lease Option	1.18.24			\$1,500/yr
Provides election administration, election night tabulating and reporting				