

DRAKE COMMUNICATIONS, INC.
202 W McCart St., Suite 200
Krum, TX. 76249

EXPERT MANAGEMENT AGREEMENT

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT located at the Lubbock County Elections Department. Subject to the following terms and conditions:

EQUIPMENT: Elections Interactive Voice Response (IVR)

PAYMENT: For the Term of the Agreement, Customer shall pay D.C.I. as follows:

\$5,400.00 (plus applicable sales taxes) per year, term beginning Oct. 1, 2021, until September 30, 2022.

- A. For equipment itemized, this payment shall cover: 1. All routine parts and labor required as a consequence of normal wear and tear. 2. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. 3. All recordings including recording of polling locations, menus (menu changes to be designed by customer). 4. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. 5. System back up services and rebuilding of lost application files. 6. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. 7. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**
- B. Services covered by this Agreement will be provided 24/365, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.
- Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of \$400.00 will apply. Service to non-maintenance customers is \$480.00 per hour.
- C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs, other than the trip charge, are covered by the agreement.

RESPONSE TIME GOAL:

D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:

- a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
- b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

EXCLUSIONS FROM MAINTENANCE:

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. regarding the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also, not covered are improper wiring, installation, repair, or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

NOTICES:

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

TERM:

This agreement will renew by mutual agreement of both parties at the rate D.C.I. stipulated in their response to RFP 200502, Interactive Voice Response (IVR) System. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only. Regardless of the date of execution, this Agreement shall become effective Oct. 1, 2021, and continue in full force until September 30, 2022, unless sooner terminated as provided herein, with the option for annual renewals under the same terms as the original Agreement at the standard cost then in place for same services. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month-to-month basis under the same terms. The parties agree that each shall have the right to terminate this Agreement upon sixty (60) days written notice to the other party of this Agreement.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

SUCCESSOR OF PARTIES BOUND:


This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

SPECIAL CONDITIONS:

DRAKE COMMUNICATIONS, INC.

By: 
Title: President
Date: 6/16/21

CUSTOMER

By: _____
Title: County Judge
Date: _____

Billing Address: P.O. Box 10536, Lubbock, TX 79408
Equipment Site: 1308 Crickets, Lubbock, TX 79401
Contact Person: Roxzine Stinson
Telephone # 806-775-1776
Fax # 806-775-7980

ADDENDUM TO AGREEMENT WITH DRAKE COMMUNICATIONS, INC.

Agreement term October 1, 2021-September 30, 2022

1. D.C.I. must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, D.C.I. verifies to Customer that it is not on any such list.
2. Consistent with Texas Government Code § 2271.002 (effective September 1, 2019) D.C.I. verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. The term "company" is defined by §§ 808.001 and 2271.001 of the Texas Government Code.
3. In the event of any conflict between either the terms and provisions of this Addendum and the provisions of the agreement with Drake Communications, Inc. this Addendum will control.

LUBBOCK COUNTY:

Curtis Parrish
County Judge

Date: _____

DRAKE COMMUNICATIONS INC.:

CR Drake
President

Date: 6/16/21

APPROVED AS TO CONTENT:

Roxzine Stinson
Roxzine Stinson
Elections Administrator

REVIEWED AS TO FORM:

Jennifer Irbeck
Jennifer Irbeck
Criminal District Attorney
Civil Division