

ADAMS COUNTY, COLORADO
AMENDMENT ONE 2019.619 FOR WEB HOSTING SERVICES

THIS AMENDMENT ONE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2016.140 is entered into this 7 day of May, 2019, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Scytl, located at 5426 Bay Center Drive, Suite 525, Tampa, Florida 33609, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on April 26, 2016, the County entered into a Professional/Purchase of Service Agreement 2016.140 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year through April 26, 2020.
2. The fee schedule shall be \$15,132.00.
3. The Service Agreement and this Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
4. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of

the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
COUNTY MANAGER



Raymond H. Gonzales

5.7.2019

Date

SCYTL

JONATHAN BRELL

Print Name

GENERAL MANAGER - LLS

Print Title




Signature

4/25/19


Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER



Deputy Clerk

APPROVED AS TO FORM:



County Attorney

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 26th day of APRIL 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and ScytL, located at 5426 Bay Center Drive, Suite 525, Tampa, Florida 33609, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Software Maintenance and Support Agreement attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for three-year s from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Thirty Seven Thousand Two Hundred Eighty Four Dollars (\$37,284.00) for the Implementation and Subscription Fees for year one, and Fifteen Thousand One Hundred Thirty Two Dollars (\$15,132.00) for Subscription Fees per year for years two and three for a sum not to exceed **Sixty Seven Thousand Five Hundred Forty Eight Dollars (\$67,548.00).**

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the

Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Elections Department

Contact: Christi Coburn

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6048

E-mail: ccoburn@adcogov.org

Department: Adams County Purchasing

Contact: Ben DeRomanis

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6043

E-mail: bderomanis@adcogov.org

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: ScytI

Contact: Dwayne Broxton

Address: 5426 Bay Center Drive, Suite 525

City, State, Zip: Tampa, Florida 33609

Phone: 850.322.1300

E-mail: Dwayne.Broxton@scytI.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County Manager's Office

Todd Leopold
Todd Leopold, County Manager

4/26/16
Date

Scytl

M. Frateo
Signature

4/27/16
Date

MARC J. FRATEO
Printed Name

DIRECTOR
Title

Attest:

Stan Martin, Clerk and Recorder

Hannah
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Hillsborough)

STATE OF Florida)SS.

Signed and sworn to before me this 21st day of April, 2016,

by Holly M. Elliott,

[Signature]
Notary Public



Holly M. Elliott
Commission # FF931579
Expires: October 28, 2019
Bonded thru Aaron Notary

My commission expires on: Oct 28, 2019

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Scyt1

Company Name

4/24/16

Date



Signature

MARC J. FRATEURO

Name (Print or Type)

Director

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A

1 Software Maintenance and Support – Technical Service description

1.1 Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- **“Software maintenance”** is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs, to improve performance or other attributes, or adapt to a changed environment.
- **“Perfective maintenance”** includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.
- **“Adaptive maintenance”** includes modifications and upgrades applied to keep the software product up-to date and tuned to the changing environment.
- **“Preventive maintenance”** includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment but may cause serious issues in future.
- **“Corrective maintenance”** includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.
- **Response time** means the time elapsing between the reporting of an Issue by a Customer and the response from a ScytI's Technical Support Services engineer acknowledging receipt of the reported Issue.
- **Diagnosis time** means the time elapsing between the Response time and the diagnosis of the Issue made by ScytI's Technical Support Services.
- **“Issue”** means either
 - a) A failure of the Software to conform to the specifications set out in the documentation relating to that version of the Software, resulting in the inability to use, or restriction in the use of the Software, or
 - b) A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.
- **“Resolution or patch or Bug Fix”** means either a software modification or addition that, when made or added to the Software, corrects an Issue, or a procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.

- **“Upgrade”** means a revision or change of version of the Software released by ScytI to its end user customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Software.
- **“Maintenance Release”** is a release of or for the Software that includes the most recent Patches and Upgrades.
- **“Current Software Version”** means the most recently released commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to ScytI hereunder.
- **“Supported Versions”**. SCYTIL' obligations with respect to the Maintenance Services shall apply only to those versions of the Software that are within one (1) year time frame of Current Software Version.
- **“Hosted System”** means Software hosted by ScytI externally in its data center to which the Customer may access it over the internet from anywhere at any time.

1.2 General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

1. **ScytI Technical Services.** ScytI Support and Maintenance Services include Perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post-installation configuration or development support, such as integrations of the Software with the user or third-party developed software or data, configuration advice that is not related to initial installation and setup, or non-bug related technical problem resolution.
2. **Resolutions and Severity levels.** ScytI will make commercially reasonable efforts to provide a Resolution or Patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:

Severity	Description	Details
CRITICAL	An immediate and sustained effort using all available resources until issue is resolved.	<ul style="list-style-type: none">• Business critical function is down• Major impact to Customer's business• No workarounds exist

HIGH	Technicians respond immediately, assess the situation and may interrupt other staff working low or medium priority jobs for assistance.	<ul style="list-style-type: none"> • Business critical function is impaired or degraded • There are time-sensitive issues that impact on-going production • Workaround exists, but it is only temporary • Non-critical function down or impaired
MEDIUM	Responding using standard procedures and operating within normal Management structures.	<ul style="list-style-type: none"> • Does not have significant current production impact • Performance is degraded • Non-critical, function down or impaired
LOW	Responding using standard operating procedures and as time allows.	<ul style="list-style-type: none"> • No business impact • Generic Service Enhancements

3. **Technical Support Contacts.** Scyt! Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to Scyt!'s Technical Support Contact, who will be the only interface to the Scyt! Maintenance and Support Services.
4. **Exclusions from Scyt!'s Technical Services.** Scyt! is not obligated to provide Technical Services in the following situations:
 - a) When Scyt! determines that the Issue, is caused by unauthorized changes or modifications to the Software provided by Scyt!, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of Scyt!;
 - b) The Software has been damaged through negligent use by the Customer.
 - c) The issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of Scyt!;
 - d) The issue is caused by third party software not licensed by or through Scyt!;
 - e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release; or
 - f) The Customer has not paid the Technical Services fees when due;
 - g) The version of the Software that the Customer is using is not a Supported Version;
 - h) If the Customer has not complied with Scyt!'s license Agreement;
 - i) Failures related to an accident, disaster or other Force Majeure event;
5. **Agreement in Force.** Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

1.3 Escalation Process

For each Issue:

1. The Customer's Technical Support Contact will notify the Issue through the agreed channels;

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2. A ScytI's Technical Support Services engineer will acknowledge the reception of the Issue;
3. A ScytI's Technical Support Services will do an initial diagnosis and complete the incident details in the Incident Management Tool:
 - Services affected;
 - Level of disruption;
 - Cause of the incident;
 - Estimated time to resolve it;
 - Feasible workaround.
4. The ScytI's Technical Support Engineer will contact Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a *Criticality Level* based on a predefined set of criteria;
5. The ScytI's Technical Support Engineer will provide regular updates on the incident status;
6. Resolution activities will be reported in the Incident Management Tool on a regular basis.

1.4 Service Level Agreements (SLAs)

ScytI's Software Support and Maintenance Service is divided into different sub-services:

- Service Management;
- Solution Maintenance;
- Specialised Technical Support;
- Election Period Support and Issue Response;
- Hosting.

Further details are provided below.

1.4.1 Service Management

1.4.1.1 Service Description

To guarantee a smooth and efficient relationship between ScytI and their partners, ScytI assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate the regular maintenance and support activities.

The Service Manager will regularly report on the different activities performed as well as the status of the contracted pools of support hours (if any).

<i>What is included</i>	<ul style="list-style-type: none"> • Single Point of Contact (SPOC); • Quarterly Status Reports.
<i>What is not included</i>	<ul style="list-style-type: none"> • Project Management activities for Electoral Events

1.4.1.2 Service details

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM ET
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<i>Response time</i>	Within 16 service hours
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1.4.2 Solution Maintenance Service

1.4.2.1 Service Description

ScytI is responsible of guarantying the quality of the Software provided under the Agreement as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, ScytI guarantees the data integration for the **Supported Versions**.

<i>What is included</i>	<ul style="list-style-type: none"> • Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance;
<i>What is not included</i>	<ul style="list-style-type: none"> • Extension of any existing functionality, which should be handled via the Change Management process; • The development of any new functionality, which should be handled via the Change Management process.

1.4.2.2 Service details – Corrective maintenance

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM ET
<i>Response time</i>	Within 2 working days
<i>Diagnosis time</i>	<ul style="list-style-type: none"> • Critical and High severity issues - Within 8 service hours • Medium severity issues - Within 16 service hours

1.4.3 Specialized Technical Support Service

1.4.3.1 Service Description

ScytI provides specialized technical support for those software components embedded in the provided solution. The Specialized Technical Support includes responses to technical questions and providing technical support during maintenance or testing activities¹. The support service will be handled through the defined Technical Support Contacts.

<i>What is included</i>	<ul style="list-style-type: none"> • Response to technical questions related to the products making up the solution; • Deployment or support to the deployment on the Licensee's infrastructures after a Maintenance Release; • Ad-hoc digital signature of applications after a Maintenance Release; • Ad-hoc Trusted Build activities after a Maintenance Release.
<i>What is not included</i>	<ul style="list-style-type: none"> • Support on solution configuration for specific electoral processes.

¹ Technical support during specific electoral processes is an optional service that is not included under this service

1.4.3.2 Service details

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM ET
<i>Response time</i>	Within 2 working days
<i>Diagnosis time</i>	Within 3 working days
<i>Service volume</i>	Annual pool of hours (see proposal/contract).

1.4.4 Election Period Support and Issue Response**1.4.4.1 Service Description**

In the event the Hosted System fails to perform as required by this Agreement (an "Issue"), the following Issue Response Procedure shall apply: Customer will notify ScytI of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist ScytI in resolving any Issue with the Software. Upon notification of an Issue, Customer and ScytI by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 1.2. ScytI shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, ScytI shall provide Customer with an initial assessment with a detailed explanation of the Issue in conjunction with the necessary steps for the parties to mitigate the Issue.

<i>Severity</i>	<i>Response Time</i>
<i>Critical Priority</i>	0-30 minutes (during business hours)
<i>High Priority</i>	0-30 minutes (during business hours)
<i>Medium Priority</i>	Within 24 hours
<i>Low Priority</i>	Within 5 working days

1.4.4.2 Service Details**1.4.4.2.1 Normal Service Availability**

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM EST (Eastern Time)
<i>Response time</i>	Dependant on issue priority (see section 1.4.4.1)
<i>Diagnosis time</i>	Dependent on issue priority (see section 1.4.4.1)
<i>Out of Service Hours Response</i>	Calls received outside of Service Support Hours will be forwarded to the on-call service manager's mobile telephone and best efforts will be made to respond to the call.

<i>Service volume</i>	Annual pool of hours (see proposal/contract).
<i>Rules of use</i>	<ul style="list-style-type: none"> In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

1.4.4.2.2 Fifty Days Prior to an Election

<i>Service hours</i>	Monday to Friday from 7 AM to 10:00 PM EST (Eastern Time)
<i>Response time</i>	Dependent on issue priority (see section 1.4.4.1)
<i>Diagnosis time</i>	Dependent on issue priority (see section 1.4.4.1)
	Calls received outside of Service Support Hours will be forwarded to the on-call service manager's mobile telephone and best efforts will be made to respond to the call.
<i>Out of Service Hours Response</i>	Email support (product.support@scytli.com) will be monitored every thirty minutes between 7:00 A.M. to 10:00 P.M., Monday through Friday, Eastern Standard Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue.
<i>Service volume</i>	Annual pool of hours (see proposal/contract).
<i>Rules of use</i>	<ul style="list-style-type: none"> In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

1.4.4.2.3 Early Voting Periods (14 days prior to Election)

<i>Service hours</i>	Monday to Saturday from 6 AM to 11:59 PM EST (Eastern Time)
<i>Response time</i>	Dependent on issue priority (see section 1.4.4.1)
<i>Diagnosis time</i>	Dependent on issue priority (see section 1.4.4.1)
	Calls received outside of Service Hours will be forwarded to the on-call service manager's mobile telephone and best efforts will be made to respond to the call.
<i>Out of Service Hours Response</i>	Email support (product.support@scytli.com) will be monitored continuously between 6:00 A.M. and 11:59 P.M., Monday through Saturday, Eastern Standard Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue

<i>Service volume</i>	Annual pool of hours (see proposal/contract).
<i>Rules of use</i>	<ul style="list-style-type: none">In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased;Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

1.4.4.2.4 Election Day

<i>Service hours</i>	12 hours prior to voting polls opening and 24 hours after polls close
<i>Response time</i>	Dependent on issue priority (see section 1.4.4.1)
<i>Diagnosis time</i>	Dependent on issue priority (see section 1.4.4.1)
<i>Out of Service Hours Response</i>	Email support (product.support@scytI.com) will be continuously monitored during this time frame. Emails will receive a response in accordance with the priority of the reported Issue.
<i>Service volume</i>	Annual pool of hours (see proposal/contract).
<i>Rules of use</i>	<ul style="list-style-type: none">In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased;Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

1.4.5 Hosting

ScytI is responsible for new releases, security, maintenance and up time and will provide the Customer with the following services:

- Hosting of the Software in ScytI' servers in an Amazon Data Center rented by ScytI located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty four (24) hours per day except for scheduled maintenance.
- Installation, test and initial system set up in the servers in the Data Center.

ScytI will provide the Customer with the following support and service level:

- Availability of 99.9% uptime (excluding scheduled maintenance windows).
- Full infrastructure and network redundancy using distributed cloud locations.
- Reporting tools will be available upon request to show historic data.



Adams County Elections Office

Proposal for Voter Education Portal

February 12, 2015

Dwayne Broxton
Sales Director, US
dwayne.broxton@scyti.com



ScytI

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1 Cover letter

Christi Coburn

2/12/2016

Elections Director

Adams County Clerk's Office

4430 S. Adams County Pkwy.

1st Floor, Suite E3102

Brighton, CO 80601-8207

Ms. Coburn,

The services and cost estimates in the following proposal represent the best solution to the stated project parameters at competitive prices. This proposal is valid for a period of thirty (30) days from the date of presentation. In the event that Adams County and Scyt! cannot agree upon a mutually agreeable contract within a thirty (30) day period, Scyt! reserves the right to make any necessary adjustments to the scope, time estimates, or investment price for the project.

This proposal does not serve as a binding agreement for either party represented. Binding agreements will be acknowledged as a definitive contract, executed and delivered.

We would like to thank you for the opportunity to propose a solution to meet your needs. We look forward to building a long and mutually beneficial relationship with Adams County. All inquiries to this proposal should be directed to Dwayne Broxton, Sales Director, 5426 Bay Center Drive Suite 525 Tampa, FL 33609.

Dwayne can be reached at (850) 322-1300 or by email: dwayne.broxton@scyt!.com

Sincerely,

Dwayne Broxton

Sales Director, US

Scyt!

dwayne.broxton@scyt!.com

www.scyt!.com

(850) 322-1300

2 Company profile

ScytI is a privately held independent software vendor that provides Federal, State, and Local election jurisdictions with innovative technology to help more effectively manage costs, time, training and transparency. Established in 2001 as a developer of custom election technology, ScytI quickly built a reputation for highly transparent, secure, and easy to use solutions and a helpful and hardworking team to support our clients. ScytI partnered with many leading election minds across the US to build its portfolio and to provide an array of best of breed election administration solutions. During this time ScytI grew its client base to over 1,500 jurisdictions, in 38 states, across the US.

Founded as a spin-off from a leading research group at the University of Barcelona in Spain, ScytI has run 19 of the 21 binding online elections across the globe and holds 41 international security patents related to the protection of the integrity, and anonymity of the voting process. With the acquisition of SOE Software Corporation in 2012, ScytI strengthened its position as the global leader in electoral modernization with a full range of solutions that cover the election process from end to end, including:

- Voter registration
- Election management systems
- Secure internet voting
- Online ballot delivery
- Election day dashboards
- Help desk support
- Asset and warehouse management
- Poll worker management
- Mobile applications
- Election planning system
- Online voter registration
- Voter information web portals
- Electronic poll books
- Campaign finance reporting
- Election night reporting
- Online poll worker training

Management Team

Richard Catahan	VP & GM North America	richard.catahan@scytI.com
Jonathan Brill	Director of Public Affairs & Business Development	jonathan.brill@scytI.com

Financial Stability

ScytI has received a great deal of attention from the investment community over the last 5 years, both in the US and abroad. The investment community looks very favorably on ScytI's year over year growth, our security credentials, our product and patent portfolio, and our global leadership in online elections. ScytI has a long-standing relationship with Balderton Capital, one of the largest venture capital funds in Europe. Balderton Capital is dedicated to nurturing innovative, world-leading companies by providing both experience, skills, and capital to support companies that are targeting markets of significant size which are ripe for transformation or poised for significant growth. Balderton saw the global election industry as ripe for innovation and modernization, and saw ScytI as uniquely positioned, with a vision to provide leadership over that transformation.

In 2014, ScytI received \$104M in venture capital investment from Vulcan Capital and SAP. Vulcan Capital is the investment arm of Vulcan Inc., founded by Paul Allen, co-founder of Microsoft, and SAP is the world's largest business software company, providing end-to-end systems that optimize business operations. The directive from these investors was to lead innovation in North America and provide transformative solutions in a way that helps elections control costs, and provide better services to voters. There is no other company that is a better long term partner in the elections space than ScytI, because of our financial strength and capital commitment to innovation.

***Voter Relationship Management (VRM)***

For the last 3 years, ScytI has been engaging the leading minds in technology and elections to evaluate the global election market and determine areas where innovation would benefit election officials by allowing them to save costs or provide better services to their voters. The result of our analysis was that the challenges faced by most election officials were fairly consistent:

- Increasing costs
- Lack of visibility
- Event (or election day) driven
- Success usually from extraordinary effort
- Decreasing budgets
- Demanding clients
- High visibility
- No margin for error

While elections are unique, we were able to draw some parallels to other industries and how they addressed similar issues. The result was "Voter Relationship Management" (VRM), which is ScytI's

organizational principal for all of our solutions. It is based on the concept of "Client Relationship Management" (CRM), which many service-oriented industries have used to streamline their workflows. The benefit of this approach is that the election industry will have an end-to-end, web based solution set that it will be able to leverage as needed or on demand. All of ScytI's solutions will send and receive their data from the VRM framework. These modules can be turned on independently and the VRM framework is included with every ScytI product. This allows the user to add modules as required, and with each additional module, the user is able to gain a deeper view of what is happening in and around their elections. ScytI has been migrating all of our existing solutions into the VRM framework and, in partnership with some of the leading election, accessibility, and technology organizations, developing additional functionality to provide true end-to-end election support.

Proven Reliability

ScytI works with companies like Microsoft, Amazon, and other best of breed software and hosting providers, to ensure that ScytI's solutions are the most reliable and responsive available. ScytI's business model and large client base allows us to leverage economies of scale when providing our hosted solutions. Thus, we are able to provide a more robust infrastructure at a lower cost than if election officials purchased and supported their own hardware. Additionally, our staff of Account Managers act as an extension of election staff on Election Day and in the months leading up to it. Our staff will work hand-in-hand with the client's team through Logic & Accuracy testing to ensure that there is no duplication of efforts. It is because of this commitment to excellence that over 1500 jurisdictions, across 38 states, have used our solutions successfully in thousands of elections across North America. Our infrastructure, and our experience, has been battle tested over the past 12 years and has stood the test of time

3 Proposed solutions



3.1 Voter Education Portal

Gain control of the information disseminated from your office with Voter Education Portal (former Clarity CONNECT). This information management system enables non-technical staff to manage the presentation of information to the public (visitors, students, parents and media). In addition, the tool empowers government offices with a 508/A.D.A. compliant, multi-lingual web presence designed to enhance public education.

PLATFORM CAPABILITIES INCLUDE

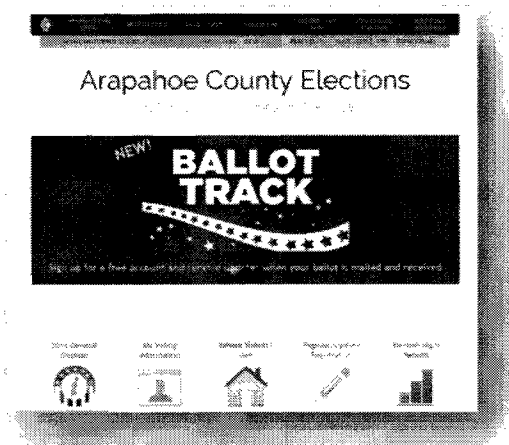
- Provide public facing training videos to educate voters on election changes
- Language neutral / multilingual content presentation
- No IT knowledge required to update or change content
- Integration with Social Networking sites (Facebook, Twitter, YouTube, Shutterfly, and more)
- Voter Information Lookup and Absentee Ballot Status Lookup

INTEGRATION WITH ELECTION NIGHT REPORTING

Scyt!s Voter Education portal is fully integrated with the Election Night Reporting solution provided in the State of Colorado. As Scyt! is the provider of Election Night Reporting to the State of Colorado, the Voter Education portal purchased by the County would be able to seamlessly integrate with ENR with minimal effort required. A fully integrated Voter Education portal and Election Night Reporting solution allows voters to easily locate important information throughout the entire election process; from finding training videos to educate voters on election changes, to looking up voter information, and finally to viewing results of the election in real time on Election Night. Only Scyt!s Voter Education can fully integrate with Election Night Reporting with minimal effort on the part of County IT staff.

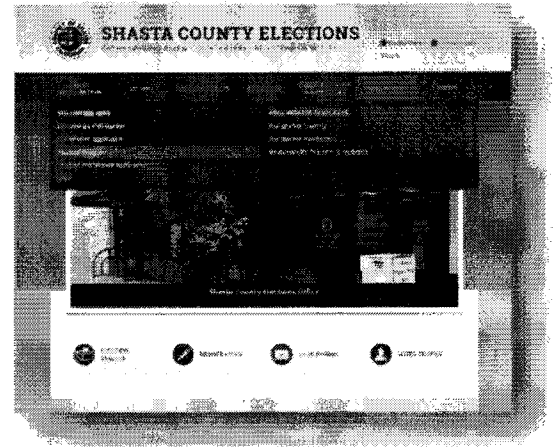
508/A.D.A. COMPLIANT PRESENTATION

Providing an inclusive communication resource is essential to maintaining compliance to federal mandates like Section 508 and the American Disability Act. The Voter Education Portal delivers fully 508/ADA compliant information empowering each and every web visitor with the opportunity to enjoy exactly the same web experience. Grant fund administrators in multiple states have approved the use of accessibility dollars to jurisdictions wishing to utilize Voter Education Portal to enhance their web presence.



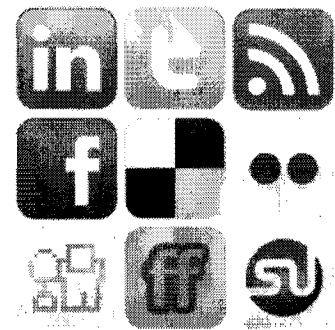
WEB 2.0 DESIGN

Scyt!'s Voter Education Portal can be the public facing representation of your office. As such, it must have an elegant design to reflect the professionalism your office provides. Newly available web design technology allows Scyt! to create easy to navigate web portals that are integrated with back end data sources (i.e. Voter Registration Data Base) to provide each visitor with a unique experience and easy access to the information that is most important to them. The Voter Education Portal allows elections offices to provide a self-service information source that constituents will appreciate and use every day.

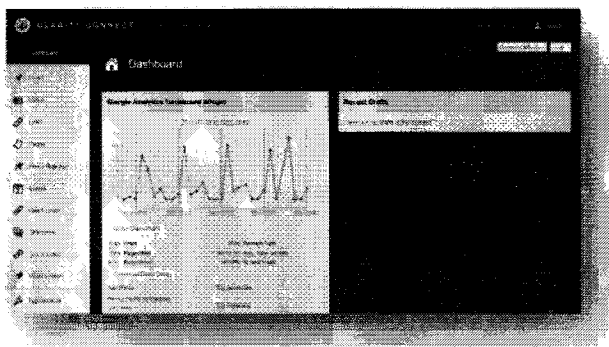


SOCIAL MEDIA DRIVEN

Web visitors are attracted to websites that are interesting, easy to navigate, and enable them to interact and verify information through the use of social media. Websites that do not have a social media component are missing a key component of an overall communications strategy. The Voter Education Portal integrates this critical aspect of outreach and marketing efforts through centralized content management and instant delivery, without the need for additional steps and effort.



CONTENT UPDATING MADE SIMPLE



The Voter Education Portal takes the heavy burden off of the IT staff by simplifying content updating processes and procedures. With a built-in WYSIWYG editor, making changes to the website is as easy as writing an email to update all your web outlets (Social Media and Mobile Web). Permission-based access ensures that only the pre-determined staff members allowed to make updates can do so.

Functionality Includes:

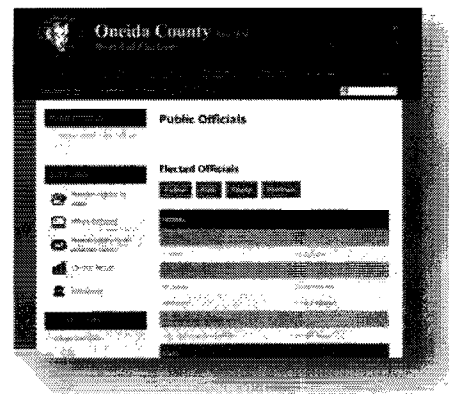
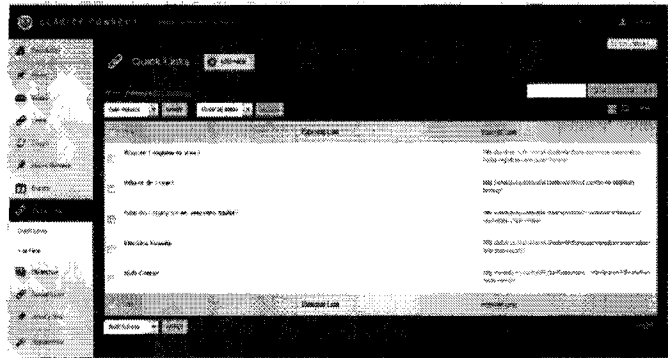
- Built-in WYSIWYG Editor
- Pre-Formatted Page Templates
- Permissions-Based Access
- Automated Social Networking & Mobile Web Updates

VOTER LOOK-UP

The Voter Education Portal will provide your web visitors with the ability to search for and locate their personal voter information quickly and easily. Your constituents can search for their polling location, which will include the address, directions, maps and more. This functionality is available from any browser or device, whether it is a laptop, tablet, or mobile phone.

Look-Up Functionality Includes:

- Polling Place Finder
- Offices up for Election
- List of Current Elections
- Provisional / Absentee Ballot Status



4 Services to be provided

4.1 Voter Education Portal

4.1.1 Services to be provided by ScytI

The services to be provided by ScytI in this proposal for the initial implementation are **Standard Implementation package with Advanced Support (Site Content Management)**, as detailed below:

- Provision of the Voter Education Portal platform as a service (SaaS) for the County.
- Single point of contact for the County for project management.
- A lead account manager will be assigned to hold regular status meetings and follow an agreed upon timeline, additional support resources will be available as needed
- Actively collaborate with the County.
- Initial review and import of data entered by client into supplied Microsoft Project template
- Access to standard documentation including setup and user guides. All materials in English.
- Creation and setup of County's instance.
 - Basic design of the website layout depending.
 - Up to 2 Online Entry Forms (e.g. Contact with the County, Voter Registration forms, FPCA...).
 - Content for the website taken from existing website.
 - Account Management assistance not provided for roll out of social media efforts (optional at an extra cost).
 - Optional content management of the website (ScytI will manages the content of the platform - in addition to the basic maintenance of the platform).
- Deployment and validation of the solution on the Amazon Web Services cloud hosting environment in the US that will allow high availability during the production period.
- Perform a user acceptance test (UAT) and receive approval before the go-live date.
- Create daily data imports to support voter, precinct, absentee, and provisional lookups
- Enter key data to allow display of districts, offices, elected officials and elections
- Training to the County.
- All services to be provided remotely unless otherwise specified.

The services to be provided by ScytI in this proposal for the ongoing support are:

- Maintenance Services:
 - Right to continue using the software
 - Software upgrades for standard product evolution
 - Software patching
- Access to ScytI's book of knowledge
- Platform Support:

- Account management production support – limited to 24 hours per year.
- Technical support (DBA – Database administrator, and IT engineer) – limited to 24 hours per year.
- Advanced Support (Content Management):
 - Account management production support – limited to 26 hours per year.
 - Technical support (DBA – Database administrator, and IT engineer) – limited to 33 hours per year.

4.1.2 County's involvement

The County will be required to provide the following services to assure the success of the project:

- A single point of contact for ScytI.
- Actively collaborate with ScytI to provide the requested data in the requested timescale. The County should devote necessary time (55 hours estimated for the implementation).
- Provide the necessary data (in electronic format) to configure the system.
- Validate acceptance of the platform during the user acceptance test (UAT).
- Any other services not provided by ScytI.

5 Pricing

ScytI would like to offer Adams County a SaaS licensing model for ScytI's Voter Education Portal.

5.1 SaaS model

Voting Education Portal (SaaS Model)	
Implementation Fee and Subscription yearly fee (Year 1)	\$40,230
Subscription yearly fee (Years 2 and 3)	\$18,077 (per year)
Total Contract Cost (3 Year Contract)	\$76,384
<i>Discount of 30% (multi-year) on Subscription License: Current client discount.</i>	(\$8,836)
Total Contract Cost after discount (3 Year Contract)	\$67,548
Implementation Fee and Subscription yearly fee (Year 1) after discount	\$37,284
Subscription yearly fee (Years 2 and 3) after discount	\$15,132 (per year)

5.2 Payment Terms

ScytI proposes the following payment terms for this contract:

- 50% of the Year 1 price paid upon signature of the contract
- 50% of the Year 1 price paid upon acceptance of the solution
- 100% of the Subscription yearly fee paid at the beginning of the annual contract term

5.3 Assumptions

The following assumptions¹ have been made for the price quoted:

- Prices in USD and without taxes (unless otherwise stated).
- Implementation assumptions:
 - Implementation timeline to be mutually agreed by both parties.

¹ ScytI has based its preliminary quotation on assumptions. Any deviation regarding the elements included in this quotation and/or any additional service or material to the scope of this quotation, will require a detailed study which may require an updated quotation that will substitute the previous ones submitted.

- b. Limited data elements included (providing that they do not require additional development effort).
- iii. License maintenance includes the following:
 - a. Technical support (Tier 3), limited to a certain number hours per year, as detailed before.
 - b. Bug-fixing
 - c. Software Upgrades in accordance with product lifecycle.
- iv. The proposed solutions are hosted on ScytI's Data Center.
- v. All services to be provided remotely. On-site services are optionally available at an extra cost.