# BOARD OF COUNTY COMMISSIONERS
# FOR COLUMBIA COUNTY, OREGON

## Wednesday, May 9, 2018
## 10:00 a.m. - Room 308

## BOARD MEETING AGENDA

_____

**CALL TO ORDER/FLAG SALUTE**

**MINUTES:**

Minutes, May 2, 2018 Board meeting.
Minutes, May 2, 2018 Work Session

**VISITOR COMMENTS - 5 MINUTE LIMIT**

**MATTERS:**

**1)**     Emergency Medical Services Proclamation

**2)**     Karen Kane/Erin O'Connell:
   •      Adoption of Mission, Vision and Values Statements
   •      C31-2018:  Public Services Contract with Evo Studios for Website Development and Hosting Services.

**3)**     Lunch Meeting with Parks Advisory Committee - Annex Room (12:00 noon)

**CONSENT AGENDA:**

   (A)     Ratify the Select to Pay for the week of 05.07.18.

   (B)     Appoint Mike Fletcher to the Traffic Safety Committee to complete the term of Trish Hilsinger, term to expire 12.31.18.

**DISCUSSION ITEMS:**
- Jewelee Bell - Notice of Intent to Award for the new ERP System

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*

Columbia County
Department of Finance and Taxation
230 Strand Street
St. Helens, Oregon 97051

## NOTICE OF INTENT TO AWARD

| | |
|---|---|
| **Date:** | **May 10, 2018** |
| **Re:** | **Request for Proposal** |
| **Project:** | **Enterprise Resource Planning (ERP) System Purchase & Implementation** |
| **Department Contact:** | **Jennifer Cuellar-Smith, Finance Director** |

This is notice of the County's intent to award a contract. After evaluation, the responsible and responsive Proposer that submitted a Proposal determined to be the most advantageous for the County, is indicated below. In accordance with ORS 279B.410, a Proposer who wishes to protest this Award must file the protest within seven calendar days following the date this notice is issued. **The Proposer identified here as submitting the most advantageous proposal is instructed not to proceed until a Contract or other form of notice has been signed by all parties**. A company or person who proceeds prior to receiving a Contract, Contract Award, or other form of Award does so without a Contract and at their own risk.

**Proposer awarded a Contract:**

**Caselle**
**1656 S. East Bay Boulevard**
**Suite 100**
**Provo, Utah  84606**

Other Proposals received (Not awarded):

Advanced Solutions & Consulting Co.

Fine Solutions

Navigator Business Solutions

Phoenix Business, Inc. DBA Phoenix Business Consulting

PC Bennett Solutions

Tyler Technologies, Inc.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the Columbia County
Mission, Vision and Values Statements

RESOLUTION NO. 15-2018

WHEREAS, the Board of County Commissioners finds that Columbia County Mission, Vision and Values statements are critical for providing a foundation for unifying the priorities and goals for the County and for setting an organizational culture valuing communication, resourcefulness and innovation in providing exceptional service to the community; and

WHEREAS, in 2015, the Board therefore formed a committee of County employees from various departments and from a variety of positions to propose Mission, Vision and Values Statements for the County; and

WHEREAS, the committee, known as the Communications Committee, developed a Mission statement after meeting to define and discuss the County's responsibilities, values, goals and priorities and seeking feedback from a communications consultant and a larger committee of County employees; and

WHEREAS, the Mission statement, which is attached hereto as Exhibit A and incorporated herein by this reference, was approved by the Board on October 5, 2016; and

WHEREAS, with a Mission statement in place, the Committee then sought input on the County's Vision and Values from every county employee through group exercises identifying individual, departmental and County-wide organizational goals and an all-staff meeting to unveil the Mission statement, the results of the group exercises and seek further employee involvement; and

WHEREAS, based on the input from County employees in every department and at every level, the Communications Committee has proposed a Columbia County Vision statement, attached hereto as Exhibit B and incorporated herein by this reference, and Values statement, attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Board has also initiated the process for developing a strategic plan for Columbia County and finds that a Mission, Vision and Values Statement is a critical component of the strategic planning process; and

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY HEREBY RESOLVES, as follows:

1.  The Board hereby adopts the Columbia County Mission Statement, attached hereto as Exhibit A and incorporated herein by this reference, to define the County's purpose and responsibilities; and

2.  The Board hereby adopts the Columbia County Vision Statement, attached hereto as Exhibit B and incorporated herein by this reference, to represent the County's direction and goals; and

3. The Board hereby adopts the Columbia County Values Statement, attached hereto as Exhibit C and incorporated herein by this reference, to guide how the County achieves its mission and reaches its goals; and

4. The Columbia County Mission, Vision and Values shall form the foundation for the County's strategic plan.

DATED this ___ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By:_____
       Margaret Magruder, Chair

Approved as to form

By: _____
      Henry Heimuller, Commissioner

By: _____
      Office of County Counsel

By: _____
      Alex Tardif, Commissioner

## Columbia County
## Mission Statement

**At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County.**

**SERVICE · ENGAGEMENT · CONNECTION · INNOVATION**

# Columbia County Vision

**Our vision for Columbia County Oregon:**

We value integrity, and believe that working in an honest and transparent manner is crucial. We also understand and value accountability and trust, and will maintain an environment of open and respectful communication with our residents, our partners and our staff.

Our dedicated team will provide efficient services through accurate information sharing and timely decision-making.

We will work diligently to ensure that resiliency and successful outcomes for our residents are priorities.

We envision a peaceful community in which our residents are safe, healthy and secure.

We embrace diversity, equity and inclusion. We will cultivate a dependable and responsible system that supports our community and provides access to the services our residents need and desire.

We will engage the public in decision-making, and our community can expect that their contributions will guide decisions.

As leaders in community investments, we will foster relationships and collaborate with partners to discover innovative and cost-effective solutions to community aspirations.

We envision a vibrant economy that supports a high quality of life for present and future generations.

We will proactively develop creative solutions to the challenges of our evolving and growing community and will actively seek to apply new and visionary ideas that support our mission, our vision and our values.

**EXHIBIT C**

# Columbia County Core Values

**Integrity**
Our leaders, staff and volunteers believe that working in an ethical manner is crucial to everything we do. We also understand the importance of accuracy, civility and trust.  We strive to achieve an environment of honest interactions with each other, our partners and our residents.

**Dedication**
We are committed to our mission, vision and values, and hold ourselves to the highest standards of our professions. Through resourcefulness and perseverance, we actively seek to identify and develop creative solutions to new and existing challenges, and to remove barriers to success.

**Accountability**
We believe that safeguarding public assets is paramount, and hold ourselves accountable for the public resources entrusted in our care.  We take our obligation to account for our activities, policies, decisions and spending seriously. We are answerable to our stakeholders for our actions and results.

**Teamwork**
Our employees are our greatest resource. We promote an atmosphere in which we actively work to connect with each other and our partners to achieve the best outcomes.

**Respect**
We treat all people with dignity and listen with openness and understanding. Our work environment fosters the appreciation of the values, skills, and abilities of everyone. We acknowledge that people are affected by our decisions, and aim to balance human and community needs.

**Communication**
Open communication from all levels of our organization is vital and encouraged. Connecting with our residents, staff and partners is essential to making informed, appropriate decisions. We provide access to county information in a convenient and accessible manner to stimulate productive dialog and public understanding.

**Equity**
A dynamic community is one in which all residents have the ability to thrive. Therefore, we strive to identify and eliminate barriers that might prevent full participation. We will operate under the principles of social justice in which all people have equal opportunity, where they are able to access community resources, and where they are treated equitably in order to succeed.

**Community**
We welcome all voices, regardless of race, ethnicity, gender, age, abilities, national origin, religious beliefs, sexual orientation, socioeconomic status, education, marital status, language and physical appearance. We recognize and value how our differences contribute to a richer, more creative and productive environment.

**Livability**
We believe a healthy environment and strong economy will help our people flourish. We work to ensure a safe community through efficient criminal justice and effective human services. We also act with the utmost care for our natural, historic and aesthetic resources, and work to preserve and enhance them within our rural character for future generations.

# PUBLIC SERVICES CONTRACT
## (ORS Chapter 279B)
## by and between COLUMBIA COUNTY and Evo Studios, Inc.

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County," and EVO STUDIOS, INC., *d.b.a.* EvoGov, hereinafter referred to as "Contractor," for website development and hosting services.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. <u>Effective Date</u>.  This Agreement is effective on the last date signed by the parties, below

2. <u>Contract Term</u>.  The Agreement shall be in effect for three (3) years from the effective date. Unless this Agreement is terminated pursuant to Section 16, below, this Agreement shall automatically renew for two (2) additional one (1) year terms.

3. <u>Contractor's Services and Contract Documents</u>.  Contractor agrees to provide website design, development, hosting and content management services consistent with this Agreement and the following documents, which are attached hereto and incorporated herein by this reference and together constitute the Contract Documents:

    Exhibit A – Executive Summary and Statement of Work
    Exhibit B – Hosting Services and Solutions Schedule
    Exhibit C – Information Protection and Security
    Exhibit D – Service Level Agreement

    In case of conflict between this Agreement and its exhibits, this Agreement shall control.

4. <u>Consideration</u>.  The following fees shall include all expenses:

    A. For website design and development, County shall pay Contractor on a fee-for-service basis, an amount not to exceed $21,600, said amount to be the complete compensation to Contractor for the design and development services performed under this Agreement.  Payment shall be made in four (4) installments of $5400, as set forth in Section 6 of Exhibit A.

    B. For website hosting services, County shall pay contractor on a fee-for-services basis, an amount not to exceed $250 per month or $2500 annually if prepaid, as set forth in Section 6 of Exhibit A and Section 3 of Exhibit B.

    C. For mass delivery of email sent from the newsletter module, County agrees to pay a fee of $1.00 per 1000 emails sent, as set forth in Section 6 of Exhibit A and Section 7 of Exhibit B.

    This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources.  In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

5.   Contract Representatives.  Contract representatives for this Agreement shall be:

| COUNTY | CONTRACTOR |
|---|---|
| Karen Kane | John McKown, President |
| Public Information Coordinator | EvoGov, Inc. |
| 230 Strand St. | PO Box 3614 |
| St. Helens, OR 97051 | Parker, CO 80134 |
| (503) 397-7228 | (303) 557-0168 x100 |
| karen.kane@co.columbia.or.us | jmckown@evogov.com |

All correspondence shall be sent to the above addressees when written notification is necessary.  Contract representatives can be changed by providing written notice to the other party at the address listed.

6.   Permits - Licenses.   Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7.   Compliance with Codes and Standards.   It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules.  Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8.   Reports.  Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9.   Independent Contractor.  Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever.  County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement.  County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor.  Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein.  In addition:

   A.      Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

   B.      This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C.     The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement.  If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407.  If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10.     Statutory Provisions.  Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A.     Contractor shall:

(1)     Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.  [ORS 279B.220 (1)]

(2)     Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.  [ORS 279B.220 (2)]

(3)     Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.  [ORS 279B.220 (3)]

(4)     Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.  [ORS 279.220 (4)]

B.     Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

C.     Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D.     Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

E.     All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

F.	This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.  Any provisions herein which would conflict with law are deemed inoperative to that extent.

11.	Non-Discrimination.  Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor.  Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12.	Tax Law Compliance Warranty and Covenant.  As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.  Contractor shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract.  Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

13.	Nonassignment; Subcontracts.  Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of County, except as provided in Contractor's Proposal.  If using subcontractors, as approved by County, Contractor shall be responsible for all of its subcontractors' acts and omissions to the same extent as if the subcontractors were employees of Contractor.

14.	Nonwaiver.  The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

15.	Indemnity.

A.	General Indemnification. Contractor shall indemnify, defend, save, and hold harmless County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason of any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement.  This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County, its officers, agents or employees.

B.	Patents, Copyrights, and Proprietary Rights Indemnification.  Without limiting the general indemnification, above, Contractor shall indemnify, defend, save and hold harmless County, its officers, agents, and employees, from any claim or suit brought against County arising from claims of violation of United States patents or copyrights resulting from the Contractor's or County's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement.  In the event County is required to pay monies

defending such claims, resulting from Contractor's lack of cooperation or success in representing County's interest, or in the event County is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse County for all monies expended in connection with these matters. County retains the right to offset against any amounts owed Contractor any such monies expended by County in defending itself against such claims.

16.  Insurance. For the duration of the Agreement, Contractor shall, at its own expense, purchase and maintain, and shall ensure that its subcontractors purchase and maintain, from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:

A.  Workers' Compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than $500,000 must be included.

B.  Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.

C.  Errors and omissions insurance with a limit of not less than $2,000,000.

D.  Cyber liability insurance in the amount of $2,000,000 to cover network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

E.  The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

F.  Contractor shall provide for itself and its subcontractors, if any, certificate(s) of insurance for all required insurance before the contractor performs under the contract. With the exception of errors and omissions insurance, the certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees as additional insureds.

G.  The insurance requirements herein supersede those in any attached exhibit.

17.  Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. County may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice. Notice must be delivered by registered or certified mail, or in person, to the other party. County may also terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by County under the following conditions:

A.      If Contractor fails to perform the work in a manner satisfactory to County.

B.      If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C.      If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement.  However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18.    <u>Time of the Essence</u>.  The parties agree that time is of the essence in this Agreement.  Upon receipt of a Notice to Proceed from the County, Contractor shall diligently proceed to complete the project in a timely manner.  Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.

19.    <u>Ownership of Documents</u>.  All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire.  Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

20.    <u>Confidential Information</u>.

A.      <u>Access and Protection</u>.  Contractor understands that in performing this Agreement, Contractor will have access to and possession of confidential information.  Furthermore, Contractor will have access to County information that is exempt or not subject to disclosure under Oregon Public Records Laws.  Such information shall be considered confidential information for purposes of this Agreement. Contractor, and each of its officers, employees, and agents shall, subject to the applicable County, State, and Federal Government laws and regulations, maintain all confidential information in the strictest confidence and will not at any time use, publish, reproduce or disclose any confidential information, except as authorized in writing by County, or to perform its obligations as authorized in this Agreement.  Contractor shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication, or use, and to satisfy its obligations under this Agreement.  Such obligations shall survive the termination or expiration of this Agreement.

B. <u>Security Requirements</u>. Contractor and its officers, employees, subcontractors, and agents shall at all times comply with all County security standards, practices, and procedures with respect to information and materials that come into Contractor's possession and to which Contractor gains access under this Agreement.

C. <u>Return</u>. Contractor shall promptly return to County, upon its request, all of County's confidential information.

D. <u>Injunctive Relief</u>. Contractor will immediately report to County any and all unauthorized disclosure or use of County's confidential information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's confidential information to others may cause immediate and irreparable harm to County and, if Contractor should publish or disclose County's confidential information to others, or threaten to publish or disclose County's confidential information, County shall immediately be entitled to injunctive relief. County shall be entitled to such injunctive relief without having to pursue its other remedies herein, including Termination and Dispute Resolution.

E. <u>Non-disclosure of Other County Information</u>. The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of this Agreement is prohibited, except upon the express written consent of County.

F. <u>Documentation</u>. Contractor shall maintain up-to-date documentation indicating compliance with County security and confidentiality requirements governing data use and access.

G. <u>Subpoena</u>. In the event that a subpoena or other legal process in any way concerning County's confidential information is served upon Contractor, then Contractor agrees to notify County in the most expeditious fashion possible following receipt of such subpoena or other legal process and to cooperate with County, at County's expense, in any lawful effort by County to contest the legal validity of such subpoena or other legal process.

21. <u>Electronic Data</u>.

A. <u>County Data</u>. County reserves all right, title and interest in any and all electronic data, regardless of where the data is stored, which County has transferred to Contractor or entered into Contractor's system, including electronic data that has resulted from the conversion of County's original data. County retains the right to use Contractor's services to access and retrieve County's data stored on Contractor's infrastructure at County's sole discretion.

B. <u>Data Location</u>. Contractor shall provide its services to the County and its end users solely from data centers in the United States. Storage of County data at rest shall be located solely in the United States. Contractor shall not allow its personnel or subcontractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. Contractor shall permit its personnel and subcontractors to access County data remotely only as required to provide technical support.

C.     <u>Transition</u>. Upon termination or expiration of this Agreement, Contractor shall in a timely manner make available to County all of County's data that is in Contractor's possession. Contractor shall cooperate with County and assist in the transfer and conversion of County's data to an accessible, vendor-neutral electronic format that County specifies. If County has a replacement service provider, Contractor agrees to assist with a timely transition to the new service provider. Except in the event of a termination for cause, County shall reimburse Contractor for reasonable transition services in accordance with the rates set forth in this Agreement. In the event of a termination for cause, Contractor shall provide at no cost to County reasonable transition and termination services, including but not limited to necessary extraction and conversions services required for import of data into new service provider's system.

D.     <u>Loss or Compromise of Data</u>. Contractor shall immediately notify County in writing of any use or disclosure of County data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed County data. Contractor's notice shall identify the nature of the breach and what the Contractor has done or will do to mitigate the effect of the unauthorized use or disclosure. Furthermore, Contractor agrees to investigate the breach and cooperate with County's investigation, if any. Contractor shall perform a root cause analysis of the breach and submit such analysis to County. Contractor shall be responsible for all costs incurred as a result of the unauthorized use or disclosure of County data due to any act, error or omission, negligence, misconduct or breach on the part of Contractor. In addition to the foregoing, the following applies:

(1)     <u>Personally Identifiable Information (PII) and Personal Health Information (PHI)</u>. Contractor shall notify County as soon as practicable but no later than 24 hours of becoming aware of any unauthorized use or disclosure of PII or PHI. Contractor shall comply with all County, State, and Federal Government laws and regulations, including but not limited to the Oregon Identity Theft Protection Act, codified at ORS 646A.600 et seq., regarding the protection of PII and PHI.

(2)     <u>PCI Compliance</u>. Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standards for processing, transmitting, storing or otherwise affecting the security of credit/debit cardholder data and shall not require use of devices and/or systems which could result in enhanced PCI security requirements for the County's network. Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist County or for other uses specifically authorized by law. Contractor is responsible for all costs incurred as a result of a breach in cardholder data. Costs include but are not limited to fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with card association, PCI approved third party, or County initiated security review. Contractor must provide County with an annual documentation of compliance with the PCI Data Security Standard.

E.     Contractor shall ensure that its subcontractors and third-party providers comply with the terms of this Section and shall be responsible for any loss or compromise of data caused by its subcontractors or third-party providers.

F.     The provisions of this section survive the termination or expiration of this Agreement.

22.     System Acceptance.  For purposes of acceptance of the system (or portions thereof), County intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

A.      Conditional Acceptance.  Conditional Acceptance will occur prior to going live for the following:

(1)     Wireframe – acceptance of the home page and stationary internal page layout

(2)     Design – acceptance of the homepage and internal page of the design as displayed online. The county will not give conditional acceptance of a design provided on paper or in a graphic electronic format such as jpg or a pdf mock up. Conditional acceptance will only be given to a design that provides online visual representation of widgets, tables, and key internal content areas that will be consistently defined across the site.

(3)     Data conversion – acceptance of all vendor converted data from the current County website and any other data conversion sources that the county provides the vendor for this phase of the project.

(4)     Pre Go-live – acceptance of the training and functional elements of the CMS system in the test environment. This acceptance allows the site to be made live on the mutually agreed upon date.

B.      Final Acceptance.  County will have a 30-day period after go-live to "live test" the system.  Live testing is County's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to County by Contractor during the course of the project and that all project requirements are satisfied.  If after the live testing, the system performs in accordance with the system specifications, County will issue "Final Acceptance."  The 30-day period for Final Acceptance shall be extended if problems are found in the live test.  Specifically, the 30-day period will pause when a problem is documented and resume when it is fixed. County, at its sole discretion, shall determine whether all conditions for Final Acceptance have been met.

23.     Mandatory Updates.  Contractor shall provide at no cost to County any updates that are mandated by changes to State or Federal law, rule or regulation.

24.     Warranty.

A.      Contractor represents and warrants that it has the right to grant the licenses set forth under this Agreement.  Contractor further represents and warrants that it has good and marketable title to the software and any equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties.  Contractor further represents and warrants that neither the software in the form delivered by Contractor to County, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use by County, will infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

B.      In the event that any third party makes a claim or files a lawsuit challenging County's

right to use the software or equipment, Contractor shall defend and indemnify County and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of the claim or lawsuit, and for any monies paid in settlement. In resolving any such infringement claim, Contractor shall, in its reasonable discretion, either procure a license to enable County to continue to use the software or develop or obtain a non-infringing substitute acceptable to the County at Contractor's cost.

C.      Contractor represents and warrants that the software and related products described with this Agreement will perform in accordance with all documentation, Contract Documents, Contractor marketing literature, and any other communication attached to or referenced in this Agreement.

D.      Contractor represents and warrants that the software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of the County as set forth in the Contract Documents.

E.      County has presented detailed specifications of the particular purpose for which the system is intended and provided descriptions and criteria for how the system can accomplish the particular purpose. Accordingly, Contractor understands the particular purpose for which the system is required and acknowledges that County is relying on Contractor's experience and knowledge of the system to identify those components which are most suitable and appropriate. Contractor therefore warrants that the system and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

F.      Contractor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in County's operating environment.

25.     Disaster Recovery/Business Continuity. Throughout the term of this Agreement and at all times in connection with its actual or required performance of the services under this Agreement, Contractor shall maintain a Business Continuity and Disaster Recovery Plan and implement such plan in the event of any unplanned interruption of hosted services. Contractor will actively test, review and update the plan on at least an annual basis using industry best practices as guidance. Contractor will provide County with copies of all such updates to the plan within fifteen (15) days of its adoption by Contractor.

26.     Key Personnel. The County expects consistency and quality of Contractor's staffing for the services provided under this Agreement. Contractor therefore agrees, as follows:

A.      The County may interview and approve key personnel proposed by Contractor. Contractor shall maintain the same key personnel throughout the term of this Agreement, except for changes as a result of the County's request for removal, or the death, disability, resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control.

B.      Upon the reasonable request of the County, Contractor agrees to promptly replace any key personnel of Contractor.

27.     Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and

the subject matter of this Agreement is and shall be deemed to be "embodiments" of "intellectual property" for the purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "Code") (11 U.S.C. § 365(n) (2010)). County has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement. Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the County's rights of election, all rights and licenses granted to the County under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor's rejection of this Agreement.

28. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

29. <u>Choice of Law</u>. This Agreement shall be governed by the laws of the State of Oregon.

30. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

31. <u>Attorneys' Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

32. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

33. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

34. <u>ENTIRE AGREEMENT</u>. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
    Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
    Margaret Magruder, Chair

By: _____
    Henry Heimuller, Commissioner

By: _____
    Alex Tardif, Commissioner

Date: _____

## EvoGov Studios Executive Summary and
## Statement of Work for Columbia County Website

April 17, 2108

**Executive Summary**

The purpose of this project is to design, develop, host and provide content management tools for a new, mobile-ready website for Columbia County (Client), including a separate design and URL for the law enforcement (sheriff) subsite. For this project, EvoGov (Vendor) will work with the County web team to redevelop the website/s with a new photo-rich look and feel that is very modern, yet easy to use. As Columbia County is a rural county with many residents living outside the reach of high speed internet services, special care and attention will be given to building a site that, while photo-rich, is also fast loading – to ensure that customers with low speed connections are able to access information across the sites in a timely manner.

EvoGov will hold planning meetings with Columbia County's web committee, and/or with each department, to ensure that the new website/s work for the client's entire organization as planned and imagined. EvoGov will migrate all appropriate content from the existing websites to the new website platform, unless otherwise requested. EvoGov will also provide live, web-based training for each of the County departments on the use of the Content Management System (CMS) and vendor provided software.

The new websites will incorporate the following features and functionality:
- **Mobile-Ready Framework** - Vendor will integrate a standards-based mobile website framework that
   displays the website well on all devices.
- **Integrate New Applications** - Vendor will incorporate an online bid management system, request tracking system, GIS mapping, and facilities reservation system at no additional cost.
- **Integrate Client Requested CMS functionality** - Vendor system will provide the following specific standard functionality:
   - FAQs
   - Integration with Google translation
   - Sitemap
   - Polls & surveys
   - Security including role-based user security management, encrypted mailtos and captcha for input forms
   - LDAP integration for staff website
   - Integration with eCommerce site (County currently uses Point & Pay)
- **Custom Law Enforcement Development** - Vendor will develop or incorporate the following functionality specific to the Law Enforcement subsite:
   - Jail roster
   - Facilities reservation (with secure customer access for Firing Range scheduling)
   - Dog licensing form (incorporate or replace existing functionality)
- **Communications Suite** - Vendor will incorporate its email newsletter system.
- **Multiple Websites** - Client can have multiple website URLs and sub-domains for client's website, which will enable client to consolidate multiple websites into one central CMS. However, this is only for client's municipality, departments, divisions and agencies of direct oversight, and does not apply to sites for outside agencies.
- **Secure Staff Website** - Vendor will provide a second, secured website for County staff for use in posting staff-related content such as personnel manuals, benefits information and more.

• **Section 508/ WCAG 2.0 Compliance –** Vendor CMS will incorporate tools and features to assist Client in maintaining Section 508/WCAG 2.0 compliance, such as forcing images to have alt tag text.

**Hosting:**

EvoGov will provide the County with hosting services for its Website through a secure, high availability cloud service built on Amazon's Web Services servers. The hosting service will offer unlimited storage on a flexible and scalable platform.

**Costs:**

Total cost to build - $21,600. This includes a free facelift/design refresh for website design after two years of hosting. Changes in facelift would be made to design layer of website; overall content would remain the same. Inclusions and restrictions:

- Vendor will update look and feel of website, using pre-built layout themes from www.evogov.com/themes
- Modification to themes and designs in facelift includes:
  o Color theme – client to provide color theme (if possible). Existing color themes can be installed on each subsite.
  o Logo placement
  o Font choices using any Google fonts.
  o Action button icon choices (using icons from fontawsome.io/icons and icofont.com/icons).
  o Choice of data element designs (calendars, news, action buttons, slideshows).
  o Design elements from themes are usually interchangeable; client may pull from several designs.
- Layout work included in design refreshes:
  o Home page - the one and only home page on your website.
  o Interior page - all interior pages usually share a common design template that has a menu showing sibling content.
  o Application page - forms, maps and other applications are typically full-width across the website, so they use their own template. They don't normally have a side menu so that they can display more information.
  o Department page - The /departments/ application is built into the CMS and automatically builds a uniform department page layout for client's website that all departments share. EvoGov can customize site-wide.
  o Email newsletter template - EvoGov will create/update one email newsletter template for sending mass emails to client's subscribers.
- **NOT** included in design refresh; available for an additional charge:
  o Complete custom designs from scratch.
  o Multiple design concepts from scratch for review by client for approval.
  o Site-within-a-site (microsites) development.
  o Logo design or branding work.
  o Content development or copywriting.
  o Migration of content from other websites.
  o Custom landing page designs for home page of large department in client's organization.
  o Multiple E-News templates for mass emails.
  o Integration of third-party software, requiring custom programming development.
  o Creating design skins for third-party applications or websites.

• Terms - Four installments of $5,400 invoiced at milestones as Vendor delivers on scope of work, with initial payment as a deposit to begin work.

• Fees - $250 per month, or $2,500 annually. This fee is for hosting, support and regular updates to the platform. Additionally, newsletter delivery fees will be billed at $1 per one thousand emails sent.

**Timeline:**

Vendor's goal is to build projects in 90 days, assuming that Client is able to provide necessary content and feedback in timely manner. For Columbia County project, parties agree to complete project in a maximum of 120 days from project kickoff.

Vendor will provide Stakeholder Guide to assist Client in organizing and submitting content in an efficient and timely manner. EvoGov will also provide dropbox.com account so that County staff can easily upload content (images, documents, forms, etc.) directly.

**Definitions**

In addition to any capitalized terms defined elsewhere in this Agreement, the following terms when capitalized shall have the meanings set forth in this Section:

- "Website" shall mean the newly developed website that represents the Deliverables outlined in the Statement of Work, which includes the Vendor Tasks produced by the Vendor.
- "Old Website" shall mean the existing Client website as it sits before redevelopment.
- "Client System" shall mean collectively any Client system, network or process of Client that may be connected to or used in connection with the Vendor Network.
- "Vendor Network" shall mean collectively any Vendor systems, networks and processes that may be incorporated into or a part of the Hosting Services.
- "Software" shall mean collectively any proprietary software owned by Vendor that may be incorporated into a part of the Hosting Services. This Software includes the EvoCloud Website Management System and all of its applications (bids, hr job postings, newsletters, etc). For a list of applications and features, please visit www.evo.cloud.
- "Dropbox" shall mean a website link (at www.dropbox.com) that is provided to the Client by the Vendor. This unique link enables the Client to upload digital files for use in the construction of the Website.
- "Client Content" shall mean all existing content from the Old Website that is valid, which will need to be migrated by the Vendor into the new website. Client Content also includes all new website that the Client provides via Dropbox.
- "Client Website Team Members" shall mean Client individuals designated by the Client who will provide content to build the new Website and provide approvals for accuracy and completeness of specific sections of the new Website.
- "Client Project Manager" shall mean the person assigned to the project by the Client who has the authority to offer approvals of the Statement of Work tasks, and Client payments to the Vendor when payment milestones are reached. The Client Project Manager is also the main point of contact for the Vendor if the Vendor has difficulty contacting the Client Website Team Members.
- "Vendor Tasks" shall mean the work and items listed in the Statement of Work section that the Vendor must provide to complete the project.
- "Intranet" shall mean a secondary website that will be built by the Vendor for the Client, which will be a password-protected staff-only website. This second website will use the same design look and feel as the public Website, but it will have its own CMS and security system that requires a staff login to access it.
- "Client Responsibilities" shall mean all Client tasks, deadlines and specific requirements listed in the Statement of Work section that the Client is responsible for to complete the project.
- "Go-Live Date" shall mean the initial date of public accessibility of the fully functional Website.

## 1. Statement of Work

The Development Services to be performed by the Vendor on this project are limited to the statement of work set forth in the Executive Summary and Statement of Work.

### 1.1  Build and Implement a New Website Design
**Conduct Kickoff Meetings with Client's Departments**

Vendor will conduct kickoff meetings with the Client's Website Committee and departments as necessary. Each kickoff meeting will be one (1) hour in length, and will be held as a teleconference with Internet screen sharing. Live in-person meetings are available for the Client from the Vendor, but those travel meetings are quoted outside of this proposal's scope of services.

**Project Guides**

Vendor will provide online project guides for the project.  These will include, but are not limited to, the following:

- Contacting EvoGov
- Uploading Your Files to EvoGov
- Flow Charting & Prototyping Resources
- Kickoff Meeting Agenda and Topics
- Design Choices and Themes
- Department Pages (Dynamic Options)
- Jobs and HR Considerations
- Parks Departments (for local municipalities and counties)
- FAQ & "How Do I" Ideas and Examples
- Photo Specifications
- Optional Applications
- Forms (web, database, PDF, wizard forms)
- Maps & GIS Features
- Content Checklist for Departments
- Spreadsheets Needed from IT/HR
- Staff Training Guides
- ADA Compliance Topics
- Hosting Services & Design Refresh Options

**Develop a revised information flow chart**

Vendor will develop a flow chart the main Website and subsite to help plan the organization, navigation system and content of each of the Websites. Wireframes will be created for each site to serve as a guide to planning and organizing the design template. Please see https://www.evogov.com/project-guides-flow-charting for details on the wireframe.

**Develop interactive navigation menus**

Vendor will consult with Columbia County Oregon to organize the navigation systems of the Website and to develop a site structure for organizing the site data. This organization step will be done to improve the usability of the Website for site visitors. Website content (provided by the Client) will then be integrated into the new design of the Website when the site structure is complete.

**Design custom graphic interfaces for the websites**

A Website design prototype of the home page and one interior page will be created by the Vendor and will be submitted for approval by the Client. The design concepts will initially be a flat image representing

the new look of the Website home page and interior pages. Vendor will not refuse any design changes requested. Once the design has been approved, this design will be coded into the working Website. Vendor will use the latest web standards (such as CSS3 and HTML5) to build the Website.

**Create contact lists and email forms**
Vendor will integrate a directory for the Website, listing points of contacts in organization. Visitors will be able to send email from the contact lists to Client's staff.

**Migrate existing client content**
Any written material, such as the client's history, brochures or other content provided by the Client that is useful for site visitors will be implemented into the Website. Where necessary, Vendor will recreate graphics and reformat data so that it is optimized for the Website as well as search engines. Content provided to the Vendor should be digital (Word Documents, PDFs, etc.), and not hand-written or printed. Client can add additional content to the Website at any time on its own, using the new Content Management System (CMS).

**Mobile-Friendly Website**
Vendor will build responsive, mobile-friendly versions of the Website using CSS templates for smartphones and tablets using mobile web standards. This is not the same as an iOS (iPhone) or Android application, which would be distributed through the Apple App or Google Play Stores. Client's Website will work efficiently on Android, iOS and other smartphone browsers without the need to download and install separate applications. It is possible that certain types of interactive and graphic content, such as slideshows, may be used on the desktop version but not on the mobile site because of their impact on the user experience and download speed limitations of mobile devices.

**Live Video Streaming and Video Integration**
Vendor will integrate a live video player from TikiLive.com, Ustream.tv or other similar service that is obtained separately by the County. This will enable live video streaming of meetings onto the Website.

**Recorded Video and Audio Players**
Vendor's CMS comes with video and audio players built-in. Video files and audio files can be uploaded easily into the Media Library, then the media player can then be dragged into any page. Vendor will provide a dedicated YouTube button in the CMS Editor to allow the Client to paste the URL of the video instead of requiring an embed code.

**Interactive Photo Slideshow**
Vendor will create an animated slideshow that will be used in the design of the home page for added interactivity. The slideshow does not rely on Adobe Flash, which will allow the Website to be viewed on Apple devices such as an iPhone and the iPad. The slideshows are controlled from within the CMS system, so that the Client may add new photos to the slide show and adjust the timing of the show.  It is possible to have multiple slideshows in the Website; and Vendor will work with the client to add them where necessary.

**1.2 Integrate Vendor's EvoCloud Content Management System**
Vendor will install the EvoGov CMS to enable management of Website content. This system includes the ability to add pages, edit pages, upload images, upload files and edit the Website's navigation systems. An administration panel allows the Client's management staff to assign permissions to staff members for editing the site.

**CMS FEATURE LIST**

**Security**

- SSL Encryption Included Free include:
  - 2048 bit encryption SSL certificates from Amazon Web Services for all domains.
  - Sale encryption level as online banking websites.
  - No need to purchase SSL certificates every year.
- User Security
  - Multi-Level Security Model
  - Applications, Groups, Departments, Roles and Admin levels of access to permits users to edit only intended content and pages.
  - User Groups and Draft-only options for control of who can post content.
- Non-Destructive Deletions
  - Data deleted in the system by users is not physically deleted ever.
  - Administrators can reactivate deleted pages and data.
  - Ensures Freedom Of Information Act compliance.

**Domains and Multiple Sites**

Multiple domain names are allowed. Developer's EvoCloud provides:

- **Sub-Domains**
  - Example - create Sub-Domains for departments; **police.yourcity.com** , **library.yourcity.com** , etc. Point those sub-domains at pages in your site.
- **Domain Redirects**
  - Example **yourcitypolice.com** points to the **/police** homepage in your Website.
- **Sticky Domains**
  - Creates multiple websites with their own domains within one main website.
  - Merge multiple websites together into one platform, with multiple domain name and multiple designs, all in one platform.
  - Using the police department example from the two previous domain examples, the following can be done:
    - **yourcitypolice.com** is pointed at **yourcity.com** in our admin
    - The redirect is set to be "Sticky" in Vendor's admin. Sticky domains are a special type of redirect
    - The target is chosen for this new Sticky domain, in this case it is the **/police** page in the CMS, which would be the police department home page
    - The police department home page uses a custom design template
    - The police home page and interior pages have their own custom design
    - The police templates use their own menus, thus "trapping" the visitor in the police section of the city's website
    - To the end user, the **yourcitypolice.com** website is its own standalone website
    - NO ADDITIONAL HOSTING FEES will be added for this component

- **Staff Intranet**
  - Included at no charge with hosting of Columbia County Websites
  - Complete Second Secure Website for Columbia County staff
  - Vendor to provide 2048 bit SSL security certificate at no charge
  - Full CMS features will be provided
  - LDAP Login capability - use your Windows login to gain access

**Evo Cloud Page Editor -Web Page Builder**

- Add unlimited pages to Columbia County websites.
- Visual editor - No need to know HTML

- Drag and drop media management
- Unlimited page layouts
- Widget Manager for drag-and-drop applications into pages
- Friendly URLs everywhere
- Multiple URLs per page - useful for tracking promotions, handling misspellings
- Paste content from Microsoft Word
- Search Engine Optimization (SEO) features.
- EVERY save is version controlled - system creates backups of every save to every page
- Permissions down to the page level.
- HTML Code access to all pages for HTML experts
- Delayed publishing
- Page expiration
- Layout Template Chooser - One-click template change per page and application

**Widgets - Drag and Drop Applications into Columbia County websites**
- Add applications to pages with zero programming experience
- Add a custom Google Map to a page, showing layers and location points
- Add a Map Location to a Page.
- Add a Map Layer to a Page.
- Staff Directory List
- File Lists to display synchronized file archives
- Slideshows
- Video Player with playlist
- Audio Player with playlist
- News Box
- Calendars

**Media Library**
File Manager for Columbia County Websites
- Unlimited Files and Folders
- Multi-File Drag and Drop
- Real-time Image Editor
  - Resize (percentage or pixel sizes)
  - Crop
  - Flip
  - Restore (restores original file)
- Drag and Drop PDFs and any other file type
- Friendly names on all files for file lists in pages
- Replace a file and all links in your website change automatically.
- Seachable PDFs and Office Documents
- Live previews

**Carousel Slideshow Manager**
- Drag photos into media library
- Custom sizes for slideshows
- Embed slideshows into any page
- Show or hide slideshow controls
- Responsive / Mobile slideshows
- Add titles and sub-titles to slides
- Add action buttons to slides

- Position action buttons in custom locations per slide
- Works with custom templates to add custom slideshows to department pages.

**Social Media Integration**
- Push to social media buttons on all content.
- Live Twitter feed embed
- Live Facebook feed embed

**Videos**
- Built-In Video Player with playlists
- YouTube Embed feature in any content (Pages, FAQs, More).
- YouTube Channel embed
- Video Live Meeting Streaming

**Menus - Navigation Menus and Mega Menus**
Manage links and navigation areas across websites easily.
- Mega Menu Builder (large Multi-Column Menus)
- Action Button Options for Mega Menus
- Side Menu Builder for Pages
- Custom Menus per section or department
- Action Button menus using Glyph Icons from our built-in Content Delivery Network (CDN) for code

**Calendars / Events / Meetings & Agendas**
- Unlimited calendars in Website.
- Setup calendars for groups, departments, committees and boards with their own permissions.
- Clone events for up to a year with easy recurring event interface.
- Events are rich and allow multimedia - add images, file links, hyperlinks, videos, and more to your events.
- Special /Agendas and /Meetings interface built on to show upcoming meetings with file attachments.
- Embed calendars anywhere in the site.
- List, Day, Week, Month, and Year views.
- Push-To-Home-Page feature for important events.
- Community Calendars enable event suggestions - Community groups can suggest events for your calendar that you can approve.
- ICal subscriptions - get notifications when new events are added to a calendar.
- RSS Feed Generator for calendars.

**News Postings / News Sliders**
- Unlimited separate news areas
- Unlimited news postings
- Security on each news area
- Push-To-Home-Page option for important news.
- Multiple Display Options
  - Show news items in a paginated list.
  - Show news in a news slider box (great for home pages.)
- Search engine for searching news.
- RSS Feed Generator for news areas

**Google Maps, Map Layers, and Map Locations (Facilities)**
- Master map - Global map automatically generated for Website at "/maps" address, showing all layers.

- Custom maps - Generate custom maps with any combination of locations and layers.
- Map layers
  - Create map layers for office buildings, parking lots, parks, historic locations - no limit to layers.
- Map Locations
  - Moveable pin locations, for places that don't have a street address.
  - Create individual Map Locations, creates a special landing page in the site for each Location.
  - Photo Gallery on each Location.
  - News items tied to that location are shown.
  - Events tied to that location are shown.
  - Ability to link to a location, or embed it into a page.

## Department Pages / Custom Page Layouts
- Create custom departmental home page and content page (interior page) layouts by department
- Create custom landing pages for departments, groups, committees, events, promotions and more.
- Custom layouts and department pages can have their own domain names (no extra charge).
- Complete code access and versioning of updates directly in admin.
- Custom CSS, colors, fonts, scripts, and more right in the admin.
- Security per template.

## HR Job Posting Manager
- Create Job Postings by Department
- Interfaces with User Portal so that customers can sign up for job posting alerts
- Allows candidates to apply online
- Uploaded resumes are stored.
- Database created of all applicants for each job
- Export database to Excel in admin
- Automatic emails to multiple staff

## Emergency Alerts and Notifications
- Create scrolling alerts that appear across top of home page, interior pages, or across entire site.
- Create pre-made mass emails for emergencies.
- Create emergency home page designs that can be deployed in seconds.
- Create pop-up messages for alerts.
- Create slideshows that can be shown or hidden if there is an emergency.
- Create an emergency menu system that has links to important public safety information.
- Communications Officer Interface coming in 2017 for sending mass text messages.

## Analytics / Traffic Reports / Live Chat / Language Translation
- Traffic reports from Google Analytics and Clicky.com built in easily.
- Language Translation for many languages using Google Translate.
- Live chat options available.

## Customer (Citizen 311) Portal
All sites include Customer Portal where Client's customer can create an account, log in and sign up for services.
- Create an account
- Subscribe to Email Newsletter Topics
- Subscribe to Job Postings by Department
- Subscribe to Bid Notifications by Bid Category
- Submit Bids to the Bid System

- Update contact profile
- Manage RSS feeds

**Bid System**
- Create Bid/Procurement categories
- Create bid/Procurement postings
- Track views on bids/procurements
- Turn on/off signup to view bids/procurements
- Track bid/procurement downloads
- Accept bids/procurements online securely
- Prevents staff from viewing bids/procurements early
- All changes and additional files added to bids/procurements are mass e-mailed to all parties automatically
- Bid/procurement list is displayed in the website automatically

**E-Notify Mass Email Newsletter System**
- Newsletter system built into platform
- Create and manage email newsletter topics
- Opt-Out system
- Reports show how many people open emails, without need for a read receipt
- CMS sends all email through SendGrid.com.
- Included free in hosting are multiple emails for bid notifications, form submission, 311 complaints, HR job postings, calendar event reminders, password resets, etc.

**1.3 Integrate EvoGov Modules**
**Bid/Project Manager Module**
The Project Management Module is included at no charge with the Help Desk Module. Like the Help Desk Module, this system enables the Client to create custom forms in Website for users to submit bids or projects through Website. Members can opt-in to a project (both staff members and outside members) to gain access to the project. Abilities: upload files to the project, track time, add links, tasks, notes and mass email all project members from this module. System includes built in reports to track projects. Module may be used to track any kind of project through Website.
Features:
- Included free for municipalities with CMS hosting.
- Online Project Form Design.
- Custom fields in the form designer.
- Unlimited project, with automatic routing.
- Email Alerts for new projects.
- Third party access to projects through customer portal with permission levels
- Reports
- Citizen Portal enables customers to see their projects.

**1.4 Features in Development/ New Applications & Custom Development**
New features developed by Vendor during run of contract will be offered to Client at no cost. EvoGov also will provide integration with Google's translation service and with an eCommerce payment provider, such as Point & Pay.
These features include but are not limited to:
- 311 system
- GIS Mapping
- Meeting Streaming / Recording

- Role-Based Systems
- Facilities Reservation

For the Law Enforcement subsite, the Vendor will develop or incorporate the following:
- **Jail Roster** - EvoGov will create an automated process to upload a data file provided by the County's Jail Management System provider to populate and update an online jail roster.
- **Secure Facilities Reservation** – EvoGov will provide a secure front end for its Facilities Reservation system to allow the law enforcement site to offer online Firing Range sign-up/scheduling to specific agencies only – not the general public.
- **Dog Licensing form** – EvoGov will integrate or replace the existing php dog licensing form, preserving the existing functionality.

### 1.5 Deliverables
Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Scope of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project. Deliverables will include:
- Images (.jpg, .gif, .png files).
- Graphic source files (Adobe Photoshop, Illustrator, etc.).
- Database backup file, containing page content.
- Backup of images used in the website.
- CD ROM sent postal mail including content listed above.

### 2. Pre-project Deliverables
2.1 Client Responsibilities:

1. Assign the Client Project Manager for the Vendor to interact with to complete the Vendor Tasks.
2. Provide at least three website URLs that the Client admires "Admire Sites", with a brief written summary explaining which design and content features the Client Website Team Members find appealing.
3. Provide a spreadsheet of staff members to be added to the Website so that they can eventually obtain training and login to manage the website.
4. Review the written summaries of Client Website Team Member interviews as delivered by Vendor and provide Vendor any additional information that Client deems relevant to Vendor's performance of the Services.
5. Review the written summary of research as delivered by Vendor.
6. Review the list of Client's points of contact and Website directory information as delivered by Vendor and provide Vendor with any additions and modifications.
7. Ensure that Client Website Team Members receive and use the stakeholder content guide to begin to gather and prepare content for their respective sections of the new Website.

### 2.2 Wire Framing
Tasks – Vendor Will:
1. Consult with Client at times mutually agreeable to the Parties to create a list of Website requirements based on Client comments from the kickoff meeting, Vendor's written summaries of Client Website Team member interviews, Vendor's written summary of research into the websites of similar municipalities, and any additional information provided by Client.

2. Based on list of Website requirements developed in consultation with Client, develop a wireframe flow chart to incorporate Website's structure, navigation menus, necessary content,

audiences and goals (the "Wireframe Flow Chart"). Wireframe Flow Chart will serve as the blueprint for development of the remainder of the Website. After completion of the Wireframe Flow Chart, additional items may be added as Website is developed without additional expense to the Client.

Deliverables:
1. List of Website requirements developed in consultation with Client.
2. The Wireframe Flow Chart will be built online using a third party application. Hyperlink to the Wireframe Flow Chart will be provided to Client Website Team.

Client Responsibilities:
1. Review the list of Website requirements as delivered by Vendor and provide Vendor with any additions or modifications.
2. Review the Wireframe Flow Chart as delivered by Vendor and provide to Vendor notice of either all additions or modifications, or Approval of the Wireframe Flow Chart as delivered.

**2.3 Design Website Prototype**
Tasks – Vendor will:
1. Develop a design prototype with custom graphics that represents options for the new look of the
Website home page and interior pages.
2. Meet with the Client Project Manager to review and improve the design prototype through multiple iterations.

Deliverables:
1. Design files to be offered to Client as a downloadable file after design approval.

Client Responsibilities:
1. Review the design prototype(s) as delivered by Vendor.
2. Offer feedback on the design prototype(s) as delivered by Vendor, with steps necessary to gain Approval.
3. After changes to the prototype meet the approval of Client Website Team Members, the Client Project Manager will provide Vendor with written Approval that designates the selected design prototype as the Approved Design Prototype.
4. Project may have a payment due once the design prototype is approved.

**2.4 Build Website**
Tasks – Vendor will:
1. Develop and code the Approved Design Prototype into a functional prototype Website and provide to Client instructions for Client to access the functional prototype website over the Internet.
2. Test the website design layout files, scripts and code to ensure that the new website will render properly in popular web browsers, including; Google Chrome, Internet Explorer 9+, Mozilla Firefox and Apple Safari.

Deliverables:
1. Client access to a functional prototype Website based on the Approved Design Prototype.
2. One copy of each custom graphics file incorporated into the functional prototype website, delivered to Client via U.S. Mail or similar means on a CD-ROM.

Client Responsibilities:
     1. Access and review the functional prototype website according to instructions as provided by Vendor.
     2. Provide to Vendor either notice of requests for any additions or modifications to the functional prototype website, or approval of the functional prototype Website as delivered.

**2.5 - Content Integration**
Tasks – Vendor will:
     1. Load existing and newly provided digital graphics, forms and other data (collectively, the "Client Content") provided by Client via Dropbox so that Client Content is appropriately formatted for the redesigned Website.
     2. Develop interactive animated photo slideshow (the "Slideshow") as a feature on the redesigned Website's home page and any other page as reflected in the agreed-upon list of Website requirements.
     3. Integrate all Client Content and the Slideshow into the functional prototype website (the "Content-Integrated Prototype Website"). Client Website Team Members will be able to add additional content to the Website at any time using the new Content Management System (CMS) after training is provided.
     4. Vendor will install and configure its CMS system to better manage the Website's content. This system includes the ability to add pages, edit pages, upload images, upload files and edit the Website's navigation systems. An administration panel will allow Client's management or administration staff to assign permissions to staff members or administrators ("Client's Authorized Users") for editing the Website.

Deliverables:
     1. Client access to the Content-Integrated Prototype Website.

Client Responsibilities:
     1. Client must provide all new content within 90 days of Notice to Proceed.
     2. Outdated content from prior website that is not to be migrated must be identified by Client within 60 days of the project start date.
     3. All new Website content, including but not limited to new webpage written content, linked files, images, forms, pdf files, map locations, department and staff information, must be provided digitally to the Vendor using the provided Dropbox account. Faxed content and content provided on paper that is sent via postal mail will not be integrated into the website.
     4. Access and review the Content-Integrated Prototype Website as delivered by Vendor and provide Vendor either notice of all requests for additions and modifications to the Content-Integrated Prototype Website, or Approval of the Content-Integrated Prototype Website as delivered.

**2.6 - Integrate CMS and Website Applications**
Tasks – Vendor Will:
     1. Finalize the development of Client's redesigned Website by integrating the Software. The Content-Integrated Prototype Website integrated with the Vendor systems and other tools in will be the "Fully-functional Prototype Website."
     2. Prepare initial login credentials for Client's Authorized Users and instructions and documentation for Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website as hosted by Vendor pursuant to the Hosting Services Solution Schedule

attached to this Agreement as Exhibit B.

Deliverables:
1. List of initial login credentials for Client's Authorized Users.
2. Instructions and documentation for Client's Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website
3. Full integration of the Software.

Client Responsibilities:
1. Test the login credentials for Client's Authorized Users and provide Vendor notice of problems or defects with use of the login credentials.
2. Access and review the Fully-functional Prototype Website and provide Vendor either notice of all requests for additions or modifications to the Fully-functional Prototype Website, or a written and signed Approval of the Fully-functional Prototype Website as delivered, such Approval to be delivered to Vendor via U.S. Mail or other similar means.

**2.7 - Training and Initial Website Maintenance**
Tasks – Vendor will:
1. Provide to Client at a time mutually agreeable to the Parties three (3) hours of training on management of the redesigned Website and use of the EvoCloud Website Management System, Help desk module, email Newsletter System and GoogleSite Analytics (the "Initial Training"). Vendor will provide the Initial Training in one of the following formats, to be determined by Client at Client's sole discretion:
   a. live training conducted over the Internet, provided that Client provides its own phone, computer and broadband Internet connection; or
   b. live, personal training at Client's offices, provided that Client pay the cost of Vendor's reasonable travel expenses, such expenses to be approved in writing in advance by Client.
   c. Upon conclusion of the Initial Training, activate the Fully-functional Prototype Website as the Internet-accessible Website (at such domain as directed by Client) pursuant to the "Hosting Services Solution Schedule" attached to the Agreement as Exhibit B. The initial date of public accessibility of the fully functional Website will be the "Go-Live Date" for purposes of this Agreement.
   d. Provide maintenance of the redesigned Website as requested by Client, for a period of thirty (30) days from the date of the Initial Training, provided that Vendor will not be obligated to perform additions or modifications that materially increase the scope of services as set forth and described in this Scope Of Work.

Deliverables:
1. The Initial Training, delivered as determined by Client.
2. Maintenance of the website as requested by Client.

Client Responsibilities:
1. Provide to Vendor requests for maintenance of the website.

## 3. Site Review, Maintenance and Training
**3.1 Website Management Training**
Vendor to provide as much live teleconference and web-based training to any and all County departments as needed in order to build and manage the Website/s using all of the included applications and systems.

This training is included at no extra cost. Live web training requires a phone, computer, and broadband Internet connection.

Training meeting agendas and supplemental materials will be provided for each training meeting. Training meetings are best conducted at roughly halfway through the project's life cycle to give team adequate opportunities to familiarize themselves with the software and to get assistance where necessary. Training Meeting Requirements include:
- quiet room (away from production areas)
- speakerphone
- computer
- projector or large monitor/TV

broadband internet connection.

### 3.2 In-Person Live Training Option
In-person training at Client's office is available for a fee to cover our travel expenses. Vendor to quote a training session at Client facilities if requested.

### 3.3 Website Maintenance
Vendor will provide limited maintenance to Client's new Website free of charge for thirty (30) days after new Website launches. Free changes must not increase the scope of the original project. Vendor guarantees these maintenance and hosting hourly rates for five years from date of signing of contract. Additions to Website which are outside of the scope of this contract will be billed at the rate of $85 per hour for a Delaware.net web designer.

## 4. Service Fees (Hosting)
### 4.1 Monthly Service Fee
Hosting for the website and applications is provided at a flat fee of $250 per month. Vendor offers annual discount if Client pre-pays for one year of service; annual service fee would be $2,500 if this option is chosen. The service fee includes the following software features and services;
- One website hosted on the EvoCloud website management system (www.evo.cloud).
- EvoBids Bid Management system.
- HR Job Posting system.
- Customer Portal
- Email Newsletter System
- Staff Intranet under a separate domain name (typically staff.yourdomain.com).
- Additional services included in this fee include data backups, live telephone phone support and version upgrades to the on-demand applications.

### 4.2 Hosting Technical Specifications
The EvoGov CMS and its application modules are hosted at a world-class datacenter in Michigan at Liquid Web. The system runs on a secure, private cloud infrastructure. Data files (uploads and images) are stored on Amazon's Content Delivery Network for speed and redundancy. The database server that powers the website applications runs on Microsoft SQL Server Datacenter Edition. The system has daily-integrated data backups, and is completely managed by our staff. A virtual tour of the facility and more information is available at the Liquid Web datacenter page.

### 4.3 Website Transferability
If Client wishes to change providers entirely and use another third party hosting company, then all databases, uploaded files and design files would be provided at Client's request. The cost to provide this

service would be billed hourly, and should take no more than three hours at Vendor's standard hourly rates for website design (currently $85).  At this point, the Client would have the site content, without the CMS application to run the site. This content would then need to be rebuilt by the Client into an alternative CMS system, or static pages could be generated from the backups. Migrations to another software platform are not guaranteed. This cost can't be calculated easily, because it is affected by the amount of content in the site, the host it is being moved to, the CMS system selected, and many other factors. Graphic design and site layout files are provided as per section 5.0 below.
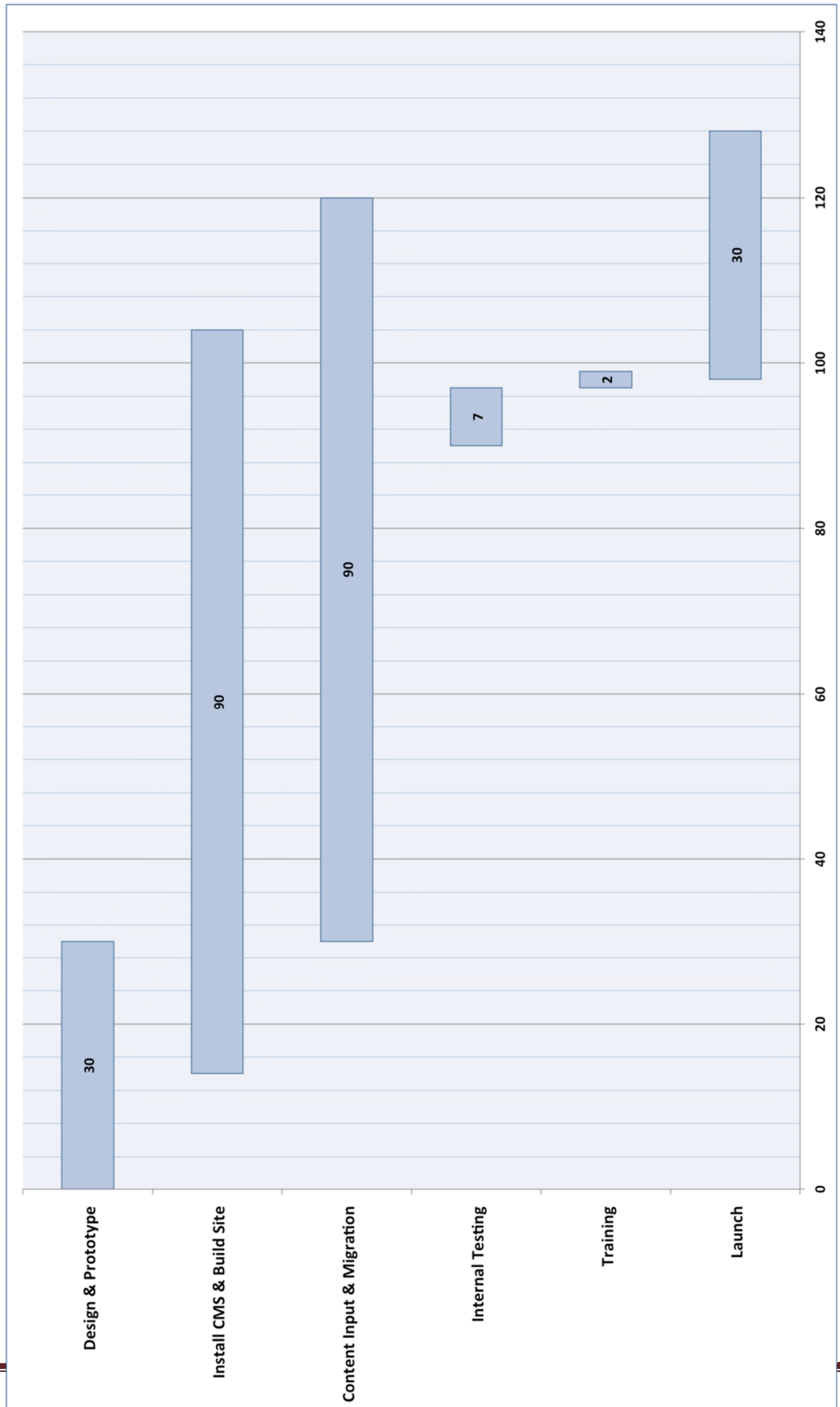
## 5. Project Timeline
### 5.1 Project Time Estimate
The total time to build this project should be no longer than 16 weeks. Depending on the Client's response time, this total time to develop the website could be longer.

**Typical timeline:**
- Stage 1: Design - Develop a successful design prototype: 14-30 days.
- Stage 2: Build - Install applications and CMS system: 60-90 days. Input client content: 90 days.
- Stage 3: Internal testing – 7 days.
- Stage 4: Launch – 14-30 days.
- Stage 5: Post-launch Follow-Up – Vendor will meet with Client by phone or in person at 30, 60 and 90 day intervals after the launch of the website to ensure performance.
- Total estimated time to complete project:  12-16 weeks

**Design & Prototype** — 30

**Install CMS & Build Site** — 90

**Content Input & Migration** — 90

**Internal Testing** — 7

**Training** — 2

**Launch** — 30

X-axis: 0 20 40 60 80 100 120 140

3/30/18

## 6. Price and Payment

### 6.1 One-Time Development Fees

Vendor will be hired on a fixed-price basis to perform the Services and provide the Deliverables described above. Any material change in the Services or Deliverables described above requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The first payment installment is required to begin work.

**Website Development Fees:**
- Total Project Cost: $21,600

**Payment Terms:**

Four equal payments will be invoiced at the following milestones.
- Initial Payment: $5400 - invoiced when work begins.
- Second Payment: $5400 - invoiced when design prototype is approved by Client.
- Progress Payment: $5400 - invoiced when design is integrated into the CMS, and applications have been setup. Typically content is halfway migrated into the site at this stage.
- Final Payment/s: at total of $5400 - invoiced when scope of work in Exhibit A is complete, and training has been provided. First check for $3,240 will be paid when website goes live, the remaining 15 percent ($2,160) will be paid after website has been live on web for 30 days. This is to assure that no problems exist once the website goes live.

### 6.2 Recurring Service Fees

**Website Hosting Fee:**
- EvoGov CMS Hosting Package - $250 per month, or $2500 annually if pre-paid.
- Website Content Management System (CMS)
- Access to Messaging Module (Mass email newsletter system)
- Help Desk Module
- Customer Portal
- Staff Intranet
- Bid and Project Management Module
- Free phone support and application upgrades

**Potential Additional Fees:**
- Mass email delivery Fee: $1 per 1,000 emails sent. (Mass email delivery fee charged only for broadcast newsletter emails sent from the newsletter module.)

**EXHIBIT B - HOSTING SERVICES AND SOLUTIONS SCHEDULE**

THIS HOSTING SERVICES AND SOLUTIONS SCHEDULE ("Hosting Services and Solutions" or "Exhibit B" sets forth the Hosting Services and Solutions Schedule that Vendor agrees to undertake with respect to the Services it is providing under the Agreement to which this Exhibit B is attached.

**1. Grant of License**

Subject to the terms and conditions herein, Vendor agrees to and hereby grants Client a worldwide, non-transferable, non-sublicensable, nonexclusive license to (i) access, use and execute the Evo Cloud Website Management System (the "Software") on Licensor's application server over the Internet, and (ii) transmit data related to Client's use of the Software over the Internet. Vendor agrees to provide Client with access to and a reasonable number of copies of documentation and manuals for the Software. More information about this platform can be found online at www.evo.cloud.

**2. Use and Access**

A. Subject to the restrictions on use as set forth herein, Vendor shall provide Client's officers, managers, employees, agents, administrators and contractors (the "Authorized Users") access to the Software and Vendor's application server for the purposes of hosting Client's Website for general access over the Internet, Client's access to use of the Software to manage the content of Client's Website and for Client's internal business operations. Client's use of and access to Vendor's application server and the Software will be continual on a 24 hours per day basis except for interruptions by reason of scheduled maintenance, such interruptions not to limit the accessibility or functionality of Client's Website or Client's access to and use of Vendor's application server and the Software more than one tenth of one percent (.1%) of the time (measured in minutes) on a rolling three month basis, and such scheduled maintenance to take place during the hours of 11 pm to 5 am, Eastern Standard Time.  Vendor will give Client at least seventy-two (72) hours' notice of any scheduled maintenance.

B. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Client. Client may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Client agrees to use the Software in a manner that complies with all applicable laws. Vendor expressly reserves all rights in the Software not expressly granted to Client herein.

C. Client will make reasonable efforts to not: (i) transmit or share identification or password codes to persons other than Authorized Users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

D. Vendor will provide an unlimited amount of server storage space (Website Storage) on the application server for Client to use for storage of data for use in connection with the Software, with the following restrictions:

- Website Storage is to be used solely by the Client for the hosting of images, documents, forms, PDFs, and other website files that are linked from the Website for the sole purpose of providing hyperlinked content within the website for website visitors.

- Storage space is intended for the Client's use only, and is not to be used to host files for third parties.

- Website Storage is not to be used by the Client as an archiving system for backups of their in-house computer files or server files of any type.

- Website Storage is not to be used for large archives of optically scanned documents (i.e. TIFF format images).

- Website Storage is not to be used for large, compressed zip file backups of other websites, database backups, or backups of any large files that are not served directly within the website.

E. Vendor will provide regular version upgrades to the Software applications at no additional cost to Client.

**3. Price and Payment for Recurring Website Hosting Fees**

A. Vendor shall send to Client monthly invoices for fees for the license of the Software and access to Licensor's application server: A monthly hosting fee of one hundred and fifty dollars ($250), to be first invoiced no sooner than the Go-Live Date as set forth in Section 2 Statement of Work to the Agreement (the "Hosting Start Date").  This includes, without limitation: hosting of the Website, The Software, as well as data backups, live telephone phone support, and version upgrades to the on-demand applications. Rather than monthly invoicing, Client may choose to pay hosting fees on an annual basis, at a rate of two thousand five hundred dollars ($2500).

B. Vendor may increase its monthly hosting fee for any Renewal Term upon notice to Client at least one hundred and twenty (120) days prior to commencement of the Renewal Term, provided that Vendor may not increase its fees by a percentage of the previous Initial Term's or Renewal Term's (as the case may be) fees greater than the lesser of: (a) three percent (3%); or (b) the last recorded annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Department of Labor's Bureau of Labor Statistics (or any successor U.S. government agency).

**4. Hosting Technical Support**

A. Vendor will supply telephone support regarding use of the Software to Client on a reasonable and necessary basis during normal weekday business hours, excluding legal holidays. Additionally, Vendor will, if necessary, provide reasonable support to Client through electronic and/or written correspondence.

B. Vendor will supply software coding updates to ensure that the hosted website maintains compatibility with major web browsers, including; Google Chrome, Internet Explorer, Apple Safari, and Mozilla Firefox. These updates are included with the Hosting Services.

**5. Term, Renewal and Termination of Recurring Hosting Services**

Client may choose to subscribe to their Website Hosting services in either a month-to-month (monthly term) or a discounted annual pre-paid term (annual term).

**Beginning of Hosting Term**
When the work outlined in the Statement of Work is completed, and the website is approved to be launched by the Client, then Hosting Services shall commence on the Hosting Start Date and continue until termination or expiration of the chosen website hosting term.

**Termination Notice**
Client may terminate the Hosting Services with thirty (30) days notice to Vendor at any time.

**Refunds**
Pre-paid annual term payments are not refundable if the Client decides to terminate hosting before the expiration of the annual term. Monthly term refunds are pro-rated using the anniversary day (billing day of the month) of the hosting account in the Vendor's billing system.

**Annual Hosting Term Renewal**
If the Client selects an annual hosting term, the annual term does not automatically renew for another year at its expiration. At the annual term expiration date, the Client will then have the option to pay for another one-year term, or have their hosting term changed to a monthly term. The Vendor's billing system will send an invoice for an additional term that matches the last term paid for, but again, this does not obligate the Client to another one year term.

**Transfer of Website**
Should Client decide to change hosting providers entirely and use another third party hosting company, then all uploaded files and design files will be provided at Client's request. The cost to provide this service would be billed hourly, and should take no more than three (3) hours at Vendor's standard hourly rates for website design (currently $85). If Client terminates the Agreement for cause, Vendor shall provide such services without costs. Vendor acknowledges that Client retains ownership the site content (including, but not limited to data, files, media, and website designs). Client hereby acknowledges that the Evo Cloud CMS application (www.evo.cloud) that runs the Website on the Vendor's Network is not transferable to a third party network. Client recognizes that some applications and content may not transfer, and would need to be rebuilt to make them active in an alternative CMS system. Vendor does not guarantee the successful migration of the entire Website to a competing web hosting software platform.

## 6. Technical Hosting Specifications

The software and hosting technology behind the applications is complex, and is described in detail here: https://evogov.com/technology. In short, the Software is hosted on Amazon Web Services (www.amazon.com/aws/) using a combination of many of Amazon's cloud services. This environment is stable, secure, and scalable for the future. Because of the automatic scaling of the application environment, the Website will not use a static IP address for hosting. Information on how the Client's domain name will point to the New Website is listed here: https://www.evogov.com/dns. Software features are described http://www.evo.cloud.

## 7. Email Delivery Fees

Vendor's messaging module is built into the Software, which can be used by Client to send out mass emails. The email delivery service uses a third party provider (SendGrid.com) to send out large batches of emails quickly and reliably. Vendor pays a monthly fee for this service based on the total quantity of

emails sent for each of our customers. Vendor does not charge Client for emails sent from the Software for routine alerts, help desk reminders, or other back-office functions. However, mass emails sent from the Software by the Client using the newsletter system are billable at a rate of one dollar ($1) per one thousand (1000) emails sent. This amount is invoiced by the Vendor to the Client each month, and is not included in the Hosting Fee. Vendor shall ensure that any third party provider it uses for email delivery complies with the information protection and security provisions in this Agreement, and Vendor shall be responsible for any data breach of its third-party providers.

## 8. Business Continuity Remedies

*Definition:*

*An unwanted incident that threatens Vendor's business operations, personnel, buildings, systems, or operational procedures which requires special measures to be taken to restore things back to normal.*

*Vendor Guarantees:*

*Vendor hereby guarantees that should the Vendor cease to continue business operations permanently, all website code (including proprietary application code) and data* (including, but not limited to files, media, and website designs) *that are required to run the Client's new website will be provided to the Client in a timely manner so that the website can be migrated quickly and with minimum downtime to another hosting provider. This data will be transmitted digitally over the Internet from the Vendor to the Client, or to a service provider that the Client chooses. Vendor does not warranty the migration of the site or data should this happen, and shall not be expected to perform the work necessary to migrate the website for the Client free of charge. Vendor will make a best effort to assist the Client in choosing an alternative solution if this happens.*

**EXHIBIT C - INFORMATION PROTECTION AND SECURITY**

THIS INFORMATION PROTECTION AND SECURITY ("Information Protection and Security" or "Exhibit C") sets forth the information protection and security measures that Vendor agrees to undertake with respect to the Services it is providing under the Master Services Agreement to which this Exhibit B is attached.

**1. Ownership and Use of Client Information**

Vendor acknowledges and agrees that as between Vendor and Client, Client exclusively owns all rights, title and interest in and to any information collected, created, arranged or stored by Vendor for Client under the Agreement by, through, in or on the Services, including, without limitation, any information it collects from End Users of any Client web site built or hosted by Vendor, including but not limited to the Website (collectively, "Client Information").  Vendor agrees that its access to any Client Information will be for the limited purpose of complying with its obligations under the Agreement and that Vendor may not use Client Information for any other purpose.  Vendor may not modify the Client Information, merge it with other data, commercially exploit it, disclose it, provide access to it, or do anything that may in any manner adversely affect the integrity, security or confidentiality of the Client Information, other than as expressly directed by Client in writing.  Vendor agrees that it may not contact any person identified in Client Information, except as required by the Agreement.  Vendor will not collect any form of information from people, including, without limitation, employment candidates, unless that form of information is pre-approved in writing by Client.  Vendor will at all times perform its obligations under this Agreement in such a manner as not to cause Client to be in violation of applicable privacy or security laws, rules or regulations.  All Client Information will be stored only by Vendor and only within the United States of America, unless otherwise authorized in advance and in writing by an officer of Client.

**2. Security Requirements**

Vendor will maintain security precautions for Client's Information consistent with industry standards, including, without limitation:

(a) complying with the Payment Card Industry Data Security Standard if credit or debit card transactions will be processed through the Services;

(b) ensuring that any system that contains, transmits or accesses Client's Information is protected against information security failures, whether the failures originate within Vendor or externally;

(c) monitoring, via commercially available intrusion detection products, all physical storage and electronic systems for security failures  twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year.  Vendor will install all patches, fixes, upgrades, updates and new versions of the software used to perform the monitoring.

(d) maintaining the security incident response process set forth in Section 3 of this Exhibit C to initiate and manage immediate corrective action for any Security Incident (defined in Section 3 below) **;**

(e) ensuring that access to Client's Information is password protected and only given to select Vendor employees that are assigned to support or maintain Client Information;

(f) ensuring that there are no default passwords that will allow access to Client's Information and limiting the number of people with system administrator access;

(g) ensuring that in the event any Vendor employee is terminated or no longer works in the same position for Vendor, that employee's password is deactivated;

(h) ensuring that access to all of Client Information is encrypted using at least 2048-bit SSL technology (or higher if industry standard changes) during any transmission over the internet and while residing in any electronic storage device;

(i) promptly installing all patches, fixes, upgrades, updates and new versions of any security software Vendor employs;

(j) immediately cooperating with any request by Client to preserve, return, transfer or destroy any Client Information; and

(k) collecting, securing and maintaining any Client Information collected or stored by Vendor in accordance with laws governing the collection, use or storage of that information.

**3. Prompt Responses to a Security Incident**

If Vendor discovers that an unauthorized use, violation, compromise or breach of security (electronic or physical) involving or related to any Client Information has occurred, whether the incident originates within Vendor or externally ("Security Incident"), Vendor will (a) within one (1) hour notify The Client (with written e-mail or facsimile confirmation); (b) use continuous, commercially reasonable efforts to correct the problem within that period, or, if that is not feasible, within the appropriate time period as determined with Client; (c) provide Client with interim and final written reports as Client requires; and (d) document the security incident in a detailed incident response log. In the event of any Security Incident, Client, at its option, may immediately conduct a security assessment in accordance with Section 6 below or terminate this Agreement immediately upon notice, at no cost or liability to Client. In addition, Vendor will comply and cooperate with any requests made by Client to help Client protect Client Information and reduce its liability and as necessary to comply with applicable laws. Such termination shall occur as of the date specified in Client's notice to Vendor.

**4. Security Vulnerability**

Vendor will maintain appropriate processes to identify and correct any weakness at the network services, operating system, application or physical level that could allow a Security Incident to occur ("Security Vulnerability"):

(a)   A Security Vulnerability will be classified as follows:

(i) High Risk Vulnerability: the existing environment cannot prevent or reduce the likelihood of a Security Incident occurring and the existing deficiency, if exploited, would result in a loss of confidentiality, integrity or availability of Client Information;

(ii) Medium Risk Vulnerability: the existing environment may allow a Security Incident to occur and the existing deficiency, if exploited, would result in a loss of confidentiality, integrity or availability of Client Information;

(iii) Low Risk Vulnerability: the existing environment is likely to prevent or limit the damage from a Security Incident and the existing deficiency, if exploited, is unlikely to result in a loss of confidentiality, integrity or availability of Client Information.

(b) The following are the Security Vulnerability Response and Correction Completion Times (including use of patches, if applicable) after the occurrence:

| Vulnerability Type | Response Time | Work Around Implementation | Final Correction Completion Time |
|---|---|---|---|
| High Risk | one (1) hour | one (1) day | seven (7) calendar days |
| Medium Risk | one (1) hour | one (1) week | three (3) weeks |
| Low Risk | one (1) hour | two (2) weeks | one (1) month |

**5. Vulnerability Testing by Vendor**

At least once per year, Vendor will: (a) have an independent, qualified vendor conduct internal and external vulnerability assessment and penetration testing of its electronic and physical systems and storage devices for Security Vulnerabilities; and (b) provide Client with a confidential written report identifying the testing procedure and results, any identified Security Vulnerability, and the plan of corrective action as well as a copy of the vendor's report. At least once a month, Vendor will: conduct vulnerability assessment and penetration testing of its electronic and physical systems and storage devices (including, without limitation, the Services) for Security Vulnerabilities, and will provide Client with a confidential written report identifying the testing procedure and results, any identified Security Vulnerability, and the plan of corrective action wherever Vendor has failed to correct a Security Vulnerability within the appropriate time period identified in Section 4 above. In the event Vendor fails to correct a Security Vulnerability in accordance with Section 4, it shall be deemed a breach of this Agreement without opportunity to cure and Client, at its option, may terminate the Agreement immediately upon notice, at no cost or liability to Client.

**6. Client Security Assessments**

Client will have the right, but not the obligation, to conduct (or cause a qualified independent third party to conduct) a security assessment, including vulnerability assessment and penetration testing of Vendor's online and offline systems ("Security Assessment") if a Security Incident or other circumstances deem it necessary, in Client's sole discretion. Client will give reasonable advance notice (except that no notice will be required when a Security Incident or Security Vulnerability has occurred), and will work with Vendor to minimize any impact on Vendor's operations. Client may require Vendor to update its technology, security procedures and policies as a result of a security assessment. Vendor agrees that if it chooses not to implement Client's requests, Client will have the right to immediately terminate the Agreement at no cost or liability to Client.

**7. Incident Logs**

Vendor will maintain physical and electronic logs of all Security Incidents and vulnerabilities, and make them available (including review via electronic access with appropriate security procedures) for Client to review and copy upon reasonable request and during normal business hours. Such logs will include the date of the Security Incident, a brief description of the incident including any known causes, the identity of the Vendor employee handling the issue, the name of the Client employee or administrator the Vendor employee is working with, the anticipated impact of the incident on Client, the current status of the incident investigation and a description of Vendor's response plan.

**8. Virus Protection**

Vendor will institute and maintain documented processes to protect against viruses and other code that interferes with Clients' or Client's Users' use of Vendor's systems, software or any interfacing hardware or software, or allows Client's Information to be revealed to anyone outside of Client without Client's prior written authorization. This process will include: (a) virus detection software installed and functioning on all systems that store or transmit Client's Information; (b) systems configured to scan all removable media inserted into the system; (c) automated processes to ensure latest virus definitions apply to all systems; and (d) a documented process for continuous and timely updates of virus protection software.

**9. Industry Changes**

In the event any security or confidentiality obligations of Client change due to legislative or regulatory actions, industry standards, contractual obligations imposed on Client or otherwise, Vendor agrees to work in good faith with Client to promptly revise and amend this Exhibit C and its security obligation, and as applicable, the Agreement, without further consideration, to ensure compliance with those revised security and confidentiality obligations.  In the event Vendor fails to comply with this Section 9, Client, at its option, may terminate the Agreement immediately upon notice, at no cost or liability to Client.

# EVO STUDIOS, INC. SERVICE LEVEL AGREEMENT (SLA)

(4-17-2018)

The Service Level Agreement ("SLA") set forth below is a copy of the SLA in effect as of the Effective Date of this Agreement and is applicable to the website hosting services provided by Evo Studios, Inc. (D.B.A EvoGov, hereinafter "EvoGov") and purchased by Customer. Words as of terms not defined herein having well known technical or trade meanings shall be so construed.

## I.    DEFINITIONS

**Hosting Network Outage:** An unscheduled period in which the Hosting Network Connection is subject to an interruption (other than as noted below) which results in the total disruption of Customer's website availability online. Email Delivery and SMS text message services are not guaranteed nor covered by this agreement.

**Period of Network Unavailability:** The period beginning when Customer reports a Hosting Network Outage to EvoGov's Customer Care and ending when EvoGov closes the Trouble Ticket with Customer.

**Trouble Ticket:** The official method used by EvoGov to record and track any report of a perceived Hosting Network Outage. Trouble tickets may be created by an emails, phone calls, or live chats with an authorized support representative of EvoGov.

**AWS:** Amazon Web Services. AWS is EvoGov's datacenter and network operations provider. AWS hosts EvoGov's websites, applications, DNS, and file storage for websites built by EvoGov.

**Hosting Network Connection (Network):** The connection from Customer's router to the AWS core network routers, or the connection from AWS' data centers to upstream Internet providers.  Fiber optic peer connections, computer servers, network switches, wiring, generators, uninterruptible power supplies, hard drives, air conditioning, and circuit breakers are some of the components that make up the Hosting Network Connection.

**Software:** EvoGov's proprietary Internet application code that runs on AWS. This includes the Evo Cloud (www.evo.cloud) Content Management System (CMS) that powers websites built by EvoGov.

**Scheduled Maintenance:** Any Maintenance of the Network or Software which creates a Hosting Network Outage of the Customer's website of which (a) the customer is notified 48 hours in advance, and (b) that is performed during EvoGov's standard maintenance window. Maintenance is typically scheduled between 10PM MST and 4AM MST.

**Base Fee:** consists solely of the base monthly website hosting fee paid by Customer for the affected EvoGov service and excludes all other fees which might be charged to Customer, including by way of example and not limitation, set-up fees, website development fees, hourly website maintenance, custom programming, or newsletter email delivery.

## II.    99.9% NETWORK AVAILABILITY COMMITMENT

For purposes of this SLA, EvoGov shall ensure that, on average, such Network Connection and Software is available 99.9% of the time in any rolling 30-day period commencing the first full month after launch of service.

Upon Customer's request, EvoGov will issue a credit to Customer for interruptions that exceed 15 minutes per month during customer's hours of operation. Credits will be calculated at the rate of 1 day of service

credited for each cumulative hour service is interrupted. Interruption is measured from the time of notice to EvoGov of the interruption.

## III. NETWORK LATENCY

Many factors that are outside the control of EvoGov can affect network latency. However, EvoGov shall ensure that, on average, Network Latency averages a round-trip transmission of 500 milliseconds or less between customer's router to the AWS servers that host the EvoGov Software.

If EvoGov fails to meet the Network Latency for more than 8 cumulative hours during Customer's hours of operation over the course of any calendar month, Customer may request a 7-day credit. A 7-day credit can also be requested for each consecutive month missed thereafter.

## IV. NETWORK PACKET LOSS

EvoGov shall ensure that, on average, Network Packet Loss averages three (3) percent or less between Customer's router to the AWS servers.

If EvoGov fails to meet the Network Packet Loss for more than 8 cumulative hours during Customer's hours of operation over the course of any calendar month, Customer may request a 7-day credit. A 7-day credit can also be requested for each consecutive month missed thereafter.

## V. GENERAL CONDITIONS

The provisions in this Service Level Agreement shall not apply and a Period of Network Unavailability shall not be deemed to have occurred if the Network or Software is unavailable due to any of the following:

1. Interruptions with websites that are not "Active" where an "Active Website" is one that EvoGov, Inc. and Customer have mutually agreed is working as ordered;
2. Interruptions caused by negligence, error or omission of Customer or end-user or any third party authorized by Customer to use or modify Customer's website(s);
3. Interruptions due to failure of network connectivity or power at a Customer premises or failure of Customer equipment;
4. Interruptions during any period when Customer or user has released Service to EvoGov. for maintenance or custom programming work rearrangement purpose, or for the installation or setup of new software.
5. Interruptions during any period when Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
6. Force majeure events beyond the reasonable control of EvoGov. including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
7. Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
8. Interruptions resulting from a EvoGov disconnect for non-payment;
9. Interruptions due to improper or inaccurate website specifications provided by Customer;
10. Interruptions resulting from a failure of an underlying local exchange carrier or third party including, without limitation, failures resulting from the use of Network to Network interconnections (NNI's) or gateways; and/or
11. Interruptions not immediately/promptly reported to EvoGov.

## VI. REMEDIES

The remedies provided to Customer in this Agreement are the exclusive remedies available to Customer in law and in equity for service interruptions and shall apply in lieu of any service interruption credit(s), outage credit(s), performance credit(s), or rights of termination set forth in any Tariff or this Agreement for which Customer might have otherwise been eligible.

**VII. Credit Request and Payment Procedures**

Each request in connection with a Network Outage must be received, in writing, by EvoGov. within seven days of the interruption and must be confirmed by EvoGov. EvoGov must receive each request in connection with Latency or Packet Loss in a calendar month within seven days after the end of such month. Each request will need to indicate date, time, nature of credit request, and submission date.

Each valid credit will be applied to an invoice of Customer within two billing cycles after EvoGov's receipt of Customer's request. Credits are exclusive of any applicable taxes charged to Customer or collected by EvoGov.

Notwithstanding anything in this EvoGov SLA to the contrary, the total amount credited to a Customer in connection with Network Outages in any calendar month will not exceed the Base Fee paid by Customer for such month.