

AGREEMENT FOR CONTRACTOR SERVICES

AGREEMENT, made this _____ day of _____, 20____, by and between:

the **COUNTY OF LEWIS**
a municipal corporation
7660 North State Street
Lowville, New York 13367
hereinafter referred to as "COUNTY"

and

EVO-GOV, INC.
PO Box 3614
Parker, CO 80134
hereinafter referred to as "CONTRACTOR".

ARTICLE 1. SCOPE OF WORK

CONTRACTOR agrees to perform the services identified in Schedule A (the "Services"), which is attached to and is part of this Agreement. CONTRACTOR agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by CONTRACTOR that the COUNTY will not compensate CONTRACTOR for any services not within the scope of Services as specifically identified in Schedule A without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement, authorized by the Board of Legislators, and executed by the COUNTY officer or employee who executed this Agreement. The Contractor shall procure and pay for all permits and licenses necessary for the Services to be rendered hereunder.

ARTICLE 2. TERM OF AGREEMENT

CONTRACTOR agrees to perform the services beginning on or about June 1, 2016.

CONTRACTOR assumes all risks for the timely delivery of the Services described herein in accordance with the terms and conditions of this Agreement. An extension of time to perform the Services may only be granted by a written Addendum to this Agreement signed by the COUNTY official who has executed this Agreement. In no event shall the COUNTY be liable to CONTRACTOR, or its subcontractors, agents, or assignees, or any other person or entity for damages arising out of or resulting from any delays encountered by the Contractor in the delivery of Services or any extensions of time granted pursuant to this paragraph.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Services, the COUNTY agrees to compensate CONTRACTOR in accordance with the fees and expenses as stated in Schedule B, which is attached to, and is part of this Agreement. CONTRACTOR shall submit to the COUNTY a monthly-itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due CONTRACTOR within sixty (60) days after receipt of by the COUNTY of a COUNTY voucher,

and will notify CONTRACTOR in writing of the COUNTY'S reasons for objecting to all or any portion of the invoice submitted by CONTRACTOR.

ARTICLE 4. FEE GUARANTEE

The fees and the necessary and proper expenses if applicable, as stated in Schedule B of the Agreement shall apply to all Services rendered by CONTRACTOR pursuant to the Agreement. Said compensation constitutes the total compensation (subject to authorized adjustment) payable to CONTRACTOR for performing the Services. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the said compensation. **A not-to-exceed cost of \$16,800.00 has been established for the scope of Services rendered by CONTRACTOR.** Costs in excess of such not-to-exceed costs, if any, may not be incurred without prior written authorization of the COUNTY, evidenced by a written Addendum to this Agreement signed by the COUNTY official who has executed this Agreement.

It is specifically agreed to by CONTRACTOR that the COUNTY shall have no responsibility for any additional costs, or costs in excess of the above-noted not-to-exceed cost, unless the COUNTY Board of Legislators has authorized such excess or additional cost or expense in writing prior to the performance of the Services giving rise to such excess or additional costs.

ARTICLE 5. EXECUTORY CLAUSE

This Contract shall be deemed executory only to the extent of funds appropriated by the Lewis County Board of Legislators and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by Lewis County beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of the County to request, appropriate or make additional funds available for the purposes of this Agreement.

ARTICLE 6. PERFORMANCE

CONTRACTOR shall perform the Services using CONTRACTOR-owned equipment and facilities wherever and whenever possible. In performing the Services, CONTRACTOR shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized professional consulting firm performing services of a similar nature. CONTRACTOR is hereby given notice that the COUNTY will be relying upon the accuracy, competence, and completeness of CONTRACTOR's Services in using the results of these Services. CONTRACTOR shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the Services as provided under this Agreement and that it is properly permitted, equipped, organized and financed to perform such Services.

CONTRACTOR further represents that it is fully familiar with all federal, state, and local laws, rules, ordinances and regulations which may in any way affect the Services to be performed hereunder.

ARTICLE 8. PROCUREMENT OF AGREEMENT

CONTRACTOR represents and warrants that no person or selling agent has been employed or retained by CONTRACTOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. CONTRACTOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. CONTRACTOR makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and CONTRACTOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 9. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. CONTRACTOR further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Lewis County Ethics Law as amended from time to time, to submit a Disclosure Form to the Lewis County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Lewis County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability entitling the COUNTY to recover all monies paid hereunder and CONTRACTOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 10. FAIR PRACTICES

CONTRACTOR and each person signing on behalf of the CONTRACTOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by CONTRACTOR without collusion, consultation, communication, or agreement with any other bidder or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by CONTRACTOR have not been knowingly disclosed by CONTRACTOR prior to the communication of such quote to the COUNTY or the proposal opening, directly or indirectly, to any other bidder or to any competitor; and

C. No attempt has been made or will be made by CONTRACTOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that CONTRACTOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 11. INDEPENDENT CONTRACTOR

In performing the Services and/or supplying goods and incurring expenses under this agreement CONTRACTOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent of the COUNTY. As an independent contractor, CONTRACTOR shall be solely responsible for determining the means and methods of performing the Services and/or supplying the goods and shall have complete charge and responsibility for CONTRACTOR's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, CONTRACTOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 12. ASSIGNMENT

CONTRACTOR shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the COUNTY. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or

assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of CONTRACTOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to CONTRACTOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay CONTRACTOR's employees for past services.

The provisions of this clause shall not hinder, prevent, or affect any assignment by CONTRACTOR for the benefit of its creditors made pursuant to the Laws of the State of New York.

ARTICLE 13. SUBCONTRACTING

CONTRACTOR agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part under this Agreement without the prior written approval of the COUNTY. Two copies of each such proposed subcontract shall be submitted to the COUNTY with the CONTRACTOR's written request for approval. The said subcontractor approval is required in all cases other than individual employer-employee contracts. All such subcontracts shall contain provisions specifying:

A. That the work performed by the subcontractor must be in accordance with the terms of the Agreement between the COUNTY and CONTRACTOR;

B. That nothing contained in the Subcontractor Agreement shall impair the rights of the COUNTY;

C. That nothing contained in Subcontractor Agreement or under the agreement between the COUNTY and the CONTRACTOR shall create any contractual relation in law or equity, between the subcontractor and the COUNTY, and;

D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in Article 14 of the Agreement between the COUNTY and CONTRACTOR. CONTRACTOR agrees that it is fully responsible to the COUNTY for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by CONTRACTOR.

CONTRACTOR shall not in any way be relieved of any responsibility under this Agreement by any subcontract that is permitted as above.

ARTICLE 14. CONFIDENTIALITY

For purposes of this article:

A. The term "Confidential Information" as used herein means all material and information, whether written or oral, received by CONTRACTOR from or through the COUNTY or any other person connected with the COUNTY, or developed, produced, or obtained by CONTRACTOR in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports,

plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

B. The term "CONTRACTOR" as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of CONTRACTOR.

CONTRACTOR shall keep all Confidential Information in a secure location within CONTRACTOR's offices. The COUNTY shall have the right, but not the obligation, to enter CONTRACTOR's offices in order to inspect the arrangements of CONTRACTOR for keeping Confidential Information secure. No inspection or failure to inspect by the COUNTY shall relieve CONTRACTOR of the responsibility for the performance of its obligations hereunder.

CONTRACTOR shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information, or any portion thereof, to anyone other than the COUNTY without the prior written consent of the COUNTY, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with the performance of the Services under this Agreement.

CONTRACTOR shall notify the COUNTY immediately upon receipt by CONTRACTOR of any request by anyone other than the COUNTY for, or any inquiry related to, Confidential Information. CONTRACTOR is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i) such portions have become generally available to the public other than by an act or omission of CONTRACTOR, or (ii) disclosure of such portions is required by subpoena, warrant or court order; PROVIDED, however, that in the event anyone other than the COUNTY requests all or a portion of Confidential Information, CONTRACTOR shall oppose such request and cooperate with the COUNTY in obtaining a protective order or other appropriate remedy unless and until the COUNTY in writing waives compliance with the provisions of this Article or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the COUNTY waives compliance with this Article or determines disclosure is legally required, CONTRACTOR shall disclose only such portions of Confidential Information that, in the opinion of the COUNTY, CONTRACTOR is legally required to disclose, and CONTRACTOR shall use its best effort as to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

In the event that a subcontract is authorized by the COUNTY pursuant to Article 13, CONTRACTOR shall obtain from such subcontractor a confidentiality agreement running to the benefit of the COUNTY, substantively identical to this Article, prior to the performance of any of the Services in connection with this Agreement by each such subcontractor, and at any time if requested by the COUNTY, from the officers, directors, agents or employees of CONTRACTOR or any such subcontractor.

ARTICLE 15. OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

A. All Confidential Information, as defined in Article 14, including all copies thereof is the exclusive property of the COUNTY regardless of whether it is delivered to the COUNTY. CONTRACTOR shall deliver Confidential Information and all copies thereof to the COUNTY upon request.

B. To the extent that copies of Confidential Information are authorized by the COUNTY to be retained by CONTRACTOR, they shall be retained in a secure location in CONTRACTOR's office for a period of six (6) years after completion of the Services or termination of this Agreement, whichever later occurs, and thereafter disposed of at the COUNTY'S direction.

ARTICLE 16. BOOKS AND RECORDS

CONTRACTOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 17. RETENTION OF RECORDS

CONTRACTOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 18. AUDIT BY THE COUNTY AND OTHERS

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the COUNTY. CONTRACTOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and CONTRACTOR shall make its records available to the COUNTY upon request. All books vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. CONTRACTOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 19. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed and/or goods supplied pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of CONTRACTOR, its Employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of CONTRACTOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of CONTRACTOR's negligence, fault, act or omission, then the COUNTY shall have the right to

withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 20. RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be CONTRACTOR's responsibility to correct, in a timely fashion and at CONTRACTOR's sole expense any deficiencies in its Services resulting from CONTRACTOR's failure to act in accordance with the standards set forth in Article 6 (Performance of Services), provided such deficiencies are reported to CONTRACTOR within one hundred and twenty (120) days after completion of the Services. If CONTRACTOR fails to correct such deficiencies in a timely and proper manner, the COUNTY may elect to have others perform such corrections and the COUNTY may charge any related cost of such corrections to CONTRACTOR and/or set-off such amount against any sums otherwise due CONTRACTOR. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded the COUNTY for such deficiencies, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 21. PROTECTION OF COUNTY PROPERTY

CONTRACTOR assumes the risk of and shall be responsible for, any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of CONTRACTOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, against or others engaged by CONTRACTOR as an expert CONTRACTOR specialist or subcontractor hereunder.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

CONTRACTOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 22. TERMINATION

The COUNTY may, by written notice to CONTRACTOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) upon the failure of CONTRACTOR to comply with any of the terms or conditions of this agreement, or (2) upon the CONTRACTOR becoming insolvent or bankrupt. The COUNTY may, upon thirty (30) days written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time for the COUNTY'S convenience.

Upon termination of this Agreement, the CONTRACTOR shall comply with any and all COUNTY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the COUNTY within thirty (30) days of receipt of notice of termination, any unexpended funds which have been paid to CONTRACTOR pursuant to this agreement; and

B. Furnishing within thirty (30) days of receipt of notice of termination, an inventory to the COUNTY of all equipment, appurtenances and property purchased by CONTRACTOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.

In the event the COUNTY terminates this Agreement, in whole or in part, as provided in this Article, the COUNTY may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the CONTRACTOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any services procured by the COUNTY to complete the Services herein will be charged to CONTRACTOR and/or set off against any sums due CONTRACTOR.

Notwithstanding any other provisions of this Agreement, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of CONTRACTOR's breach of this Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from CONTRACTOR is determined.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 23. SURVIVING OBLIGATIONS

CONTRACTOR's obligations, and those of CONTRACTOR's employees, agents, successors and permitted subcontractors and assignees, set forth in Articles "7" (CONTRACTOR's Representations), "14" (Confidentiality), "15" (Ownership of Confidential Information), "16" (Books and Records), "17" (Retention of Records), "18" (Audit by the County and Others), "19" (Indemnification), "20" (Responsibility to Correct Deficiencies), and "21" (Protection of County Property) shall survive completion of Services, or the expiration or termination of this Agreement.

ARTICLE 24. WAIVER AND SEVERABILITY

The failure of either party to enforce at any time, any provision of this Agreement does not constitute a waiver of such provision in any way or waive the right of either party at any time to avail itself to such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the COUNTY unless such waiver is explicitly authorized by the Board of Legislators, given in writing, and executed by the COUNTY officer or employee who executed this Agreement. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such written waiver.

The invalidity or invalid application of one provision of this Agreement shall not affect the validity of any other provision, or any other application of any provision of this Agreement.

ARTICLE 25. GENERAL RELEASE

The acceptance by CONTRACTOR or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of CONTRACTOR arising out of the performance of this Agreement.

ARTICLE 26. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by CONTRACTOR against any officer, agent or employee of the COUNTY for or on account of, anything done or omitted in connection with this Agreement.

ARTICLE 27. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY'S right to withhold for the purposes of set-off any monies otherwise due to CONTRACTOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the COUNTY by operation of law. The COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 28. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the COUNTY, but must instead only be heard in the Supreme Court of the State of New York, with venue in LEWIS County or if appropriate, in the Federal District Court with venue in the Northern District of New York.

ARTICLE 29. NON-DISCRIMINATION

CONTRACTOR shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations of any local, state or federal governmental authority, including any amendments, modifications, or new legislation, rule, regulation ordinance enacted during the term of this Agreement.

Without in any way limiting the preceding sentence, in particular, the parties agree that in accordance with Section 220-e of the State Labor Law, all parties to this AGREEMENT shall comply with the following:

a) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no party to this Contract or any subcontract hereunder nor any person acting on behalf thereof, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

b) That no party to this Contract nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex or national origin.

Furthermore, each party is bound to make available any and all records, books or notes to any local, state or federal agency, having jurisdiction over the enforcement of any law, rule or regulation that applies to the obligations contained in this Agreement and in particular, as contained in this Article.

ARTICLE 30. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. CONTRACTOR shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Services are rendered.

ARTICLE 31. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 32. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the COUNTY Board of Legislators approved such change in scope of services and the COUNTY official who executed this Agreement executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional Services and the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS WHEREOF, the County of Lewis has caused its corporate seal to be affixed hereto and these presents to be signed by the officer or representative duly authorized to do so, and the Contractor has caused its corporate seal to be affixed hereto and these presents to be signed by its Chief Executive Officer, the day and year first above written.

COUNTY OF LEWIS:

By:

Michael A. Tabolt, Chairman
Lewis County Board of Legislators

CONTRACTOR:

EVO-GOV, INC.

By:

John McKown, President

SCHEDULE A
SCOPE OF SERVICES

1. Scope of Work

1.1 Scope of Work

The Development Services to be performed by the Developer on this project are outlined below. Additions and changes to the scope of the project made by the Client will be billed as hourly work separate from this project. Developer will alert client when any work will result in an additional charge before the work is performed, and a change order will need to be signed for the additional work. Unless otherwise stated in the narrative of this proposal, all items requested and specified in the RFP should be considered part of this scope of work and therefore feature-complete for the purposes of comparison, and the capability of delivering a complete solution as requested.

1.2 Build and Implement a New Website Design

Develop a revised information flow chart

A flow chart will be developed to help plan the organization, navigation system, and content of the website. The wireframe will serve as a guide to assist with planning and organizing development of the design template.

Develop navigation menus

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

Design custom graphic interfaces for the website

A website design prototype of the home page and one interior page will be created by the Developer 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. Developer provides up to three revisions to the initial design concept. Once the design has been approved, this design will be coded into the working web site. Developer will strive to use the latest web standards (such as CSS3 and HTML5), to build the web site.

Create contact lists and email forms

Developer will integrate a directory for the website listing points of contacts in their organization. Visitors will be able to send email from the contact lists to The Client's staff.

Migrate existing client content

Any written material, such as the store/history of the company, brochures, or other content which is provided by The Client will be useful for site visitors will be implemented into the website. Where necessary, Developer will recreate the graphics and data so that it is optimized for the web site and search engines. Content provided to The Developer should be digital (Word Documents, PDFs, etc.), and not hand-written or printed. The Client can add additional content to the website at any time on their own using the new Content Management System (CMS).

Mobile-Friendly Website

As part of this project, Developer will build responsive, mobile-friendly versions of the website using CSS templates for smart phones and tablets. This is not the same as an iOS (iPhone) or Android application, which would be distributed through the Apple App or Google Play Stores. By using mobile web standards, your website will work well on Android, iOS, and other smart phone browsers without the need to download and install separate applications. On few occasions, 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. This is purely due to their impact on the user experience and download speed limitations of mobile devices. Other than these limited instances, you can rest assured that any visitor to the site using any kind of device will still have the full set of options, features and content that are available. This is a distinct advantage to the majority of our competitors who are not utilizing responsive frameworks. The applications and mobile sites they create to “work around” using responsive design subsequently strips the site down to a bare minimum of functionality, then adding buttons which simply open up their non-mobile web site links in the device's browser. Another advantage you will gain from a responsive site is that managing the mobile-specific website content items or the various app store platform's applications, reviews, approvals and updates is eliminated.

Live Video Streaming and Video Integration

Developer will integrate a live video player from TikiLive.com, Ustream.tv, or other similar service that is obtained separately by County. This will enable live video streaming of meetings onto the website.

Recorded Video and Audio Players

The EvoGov CMS comes with video and audio players built-in. Video files and audio files can be uploaded easily into the Media Library, then you can drag the media player into any page. There is also a dedicated YouTube button in our CMS Editor, which allows you to paste the URL of the video instead of requiring an embed code.

Interactive Photo Slideshow

Developer 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 Developer will work with the client to add them where necessary.

Integrate the EvoGov Content Management System

Developer will install the EvoGov CMS to enable management of 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 allows the Client's management staff to assign permissions to staff members for editing the site.

CMS Features

- **Security**
 - Encryption - 128 bit encryption, just like online banking websites. No need to purchase SSL certificates every year.
 - User Security - Groups, Departments, Roles, and Admin levels of access to permits users to edit only what they are supposed to.
 - Non-Destructive Deletions – data deleted in the system isn't physically deleted ever. Administrators can reactivate deleted pages and data.
- **Web Page Builder / Editor** – Add unlimited pages to your website.
 - Drag and drop from Microsoft Word.
 - Photo Gallery Pages – Upload photos and the page creates thumbnails and a navigation system for you.
 - Headline Pages – Creates tables with an image, headline, and brief story, one section at a time. Files, links, and images can be uploaded into each section, and each section can have a main image where the server resizes the images for you.
 - Video Galleries – you can add videos to any page of your website and you will also be able to add videos to video gallery pages. YouTube is not required, as the CMS System has its own built-in player.
- **Media Library**
 - Drag and drop bulk photo uploads
 - Video encoder/uploader
 - Automatic image resizing/resampling to various sizes
 - File uploader (70MB limit per file)
 - Live preview of images, videos, and PDF files
- **Slideshow Manager** – Makes photos and important messages fade in and out in your website. You can add links to the slideshows as well. Control speed, transition style, and more from the CMS.
- **Social Media Integration**
 - **Twitter Account Push** – After posting news, events, or pages, push them to your Twitter page with one click.
 - **Facebook Page Push** – After posting news, events, or pages, push them to your Facebook page with one click.
 - **Facebook Like Button** – Enable the Facebook Like and Suggest buttons on pages and content for easy sharing.
 - **Facebook Comments API** – You can enable Facebook commenting on pages, articles, calendar events, and more. Great for promoting important meetings or creating mini FAQ areas directly on important content.

- **Additional Facebook Plug-ins** – Facebook offers many different plugins for interaction, and we can integrate any of them into your website.
- **HTML5 Video Encoder / Player**
 - Add unlimited videos to your website.
 - Encoder automatically compresses videos with H.264 compression automatically to play without Adobe Flash on iPhones, iPads, and newer web HTML5 browsers (Firefox).
 - Encoder creates .FLV flash versions of videos for visitors that have older web browsers.
- **Navigation Manager** – add links and pages to your website’s navigation system. The navigation manager automatically creates fly-out menus that can go multiple levels deep.
- **Website Applications**
 - **Events and Calendar Manager** – Add multiple calendars to your website, and you can even opt to enable public posting of events to some of your calendars. Public events have to be approved by you before they go live on the website. Private calendars are also available through the Intranet system.
 - **Meeting and Agenda Management** – upload meetings, agendas, attachments, and mass email your customers all from one interface.
 - **News Posting Areas** – Adding current news and events to your website is a good way to keep the content fresh, and to be found by search engines. Our CMS enables you to have multiple news areas within your site.
 - **Google Map Builder** – Create multiple Google Maps in your website, then create pushpin locations on the maps to create interactive maps. Use the interactive maps to show parks, parking areas, public restrooms, businesses, municipal buildings, landmarks, and more.
 - **Download Pages Builder** – You can create forms and file areas in the website where many forms can be displayed easily in a list, making them easier to browse and download.
 - **Article Manager** – post helpful articles for students and parents, much like blog posts.
 - **Department Pages** – post pages for school departments into the website, that assigned individuals can manage.
 - **HR Job Posting Manager** - Enables your HR managers to manage multiple job postings areas (even Police departments) and manage incoming applications easily and securely. Positions and qualifications are easy to enter and understand for both HR managers and for applicants. This system is included with CMS at no charge.
 - **Scrolling News Ticker** – Enables adding important messages to the top of the web site quickly and easily. When messages are marked active, they scroll across the top of the web site and attract a lot of attention. They can be set to expire automatically, or they can be turned on and off manually.
 - **Business Directory** - Import businesses to create a fair, advertisement free directory of local businesses or businesses that have a business license in the municipality.
- **RSS Feeds** – Creates news feeds that are consumable from outside the website. Calendars and news areas in the site automatically generate RSS feeds. An RSS feed is automatically built that shows all RSS feeds in the website.

- **Google Analytics** – Generates traffic reports for your website automatically.
- **Edmunds Billing System Integration**
 - Linking your website with the Edmunds online bill pay system known as WIPP is very simple. No custom programming is necessary to link the WIPP system. The WIPP system is hosted by Edmunds themselves, so we would simply link to their billing portal.
- **Help System** – Integrated help system which is updated regularly.
- **Customer Portal** – Enables customers to log into the website to post complaints or suggestions, and then track their submissions.
- **Help Desk**

We are including our EvoGov request tracking system with this project. This allows residents to post non-emergency suggestions, complaints, or suggestions through the website. This will empower residents with a self-service option because each request is numbered, and residents can check on the status of their requests through the website. This system has been very successful with other municipalities.
- **Bid and Project Management System**

Vehicles, capital expenditure projects, and other internal projects can be managed using the built-in project management system that works your new Intranet. This feature is included in this project at no charge with no additional hosting fees.
- **Free System Upgrades**

We add new features to our software platforms on a monthly (sometimes weekly) basis. All feature upgrades to our software will be provided at no charge as long as we are hosting the websites. If another provider's servers are used to host the websites, a software licensing agreement will be provided, granting you license to host our software on another provider's servers, but it may not be distributed or resold.
- **E-Notify Mass Email Newsletter System**

The project will include integration of our Mail-Logic email newsletter system. This will enable residents and visitors to sign up for e-newsletters that are sent to them on a variety of topics. The newsletter system can also email staff members by department, or even by the building that they work in. This is very helpful for staff announcements. Recipients can opt-out of the newsletter system, manage their contact information, and bad email addresses are automatically flagged during each delivery. Reports show how many people open the emails, without the need for a read receipt. Delivery of mass emails is billed separately at a rate of \$1 per 1000 emails sent.

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 you to create custom forms in your website for users to submit bids or projects through your website. You can opt-in members to a project (both staff members and outside members) to gain access to the project. You can upload files to the project, track time, add links, tasks, notes, and mass email all of the project members from this module. Like the help desk, there are reports built into the system to track projects. This module may be used to track any kind of project through your 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 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 Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

The 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. Site Review, Maintenance and Training

2.1 Website Management Training

Training to manage the website using all of the included applications and systems is included free of charge. This training is limited to six (6) total hours of live, personal web training over the web. Live web training requires a phone, computer, and broadband Internet connection.

2.2 In-Person Live Training Option

In-person training at your office is available for a fee to cover our travel expenses. Some municipalities have special training requirements, and we are happy to quote a training session at your facilities.

2.3 Website Maintenance

EvoGov provides limited maintenance to your new website free of charge for thirty (30) days after your new website launches. The free changes to your website must not increase the scope of the original project. Additions to your web site, which are outside the scope of this contract, will be billed at the current hourly rate for a Delaware.Net web designer. As of the writing of this contract the current Delaware.Net hourly rate for web design work is \$85 per hour. These changes will be rounded to the nearest half-hour. Any changes will be made in an expedient manner. All hourly rates are subject to change without notice.

3. Service Fees (Hosting)

3.1 Monthly Service Fee

Hosting for the website and applications is provided at a flat fee of \$2,000.00 per month. We offer an annual discount if you pre-pay for a year of service. The annual service fee would be \$2,000.00 if you chose this option. The service fee includes; email service for all employees (if required), hosting of the citizen portal, hosting of the content management system (CMS) for the public website, CRM system for tickets and projects, email newsletter system, and the staff Intranet. Additional services included in this fee include; data backups, live telephone phone support, and version upgrades to the on-demand applications.

3.2 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. You may take a virtual tour of the facility and read more at the Liquid Web datacenter page.

3.3 Website Transferability

If you wish to change providers entirely and use another third party hosting company, then all databases, uploaded files, and design files will be provided to you at your request. The cost to provide this service would be billed hourly, and should take more than three (3) hours at our standard hourly rates for website design (currently \$85). At this point you would have the site content, without the CMS application to run the site. This content would then need to be rebuilt by you into an alternative CMS system, or static pages could be generated from the backups. Migrations to another software platform is 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.

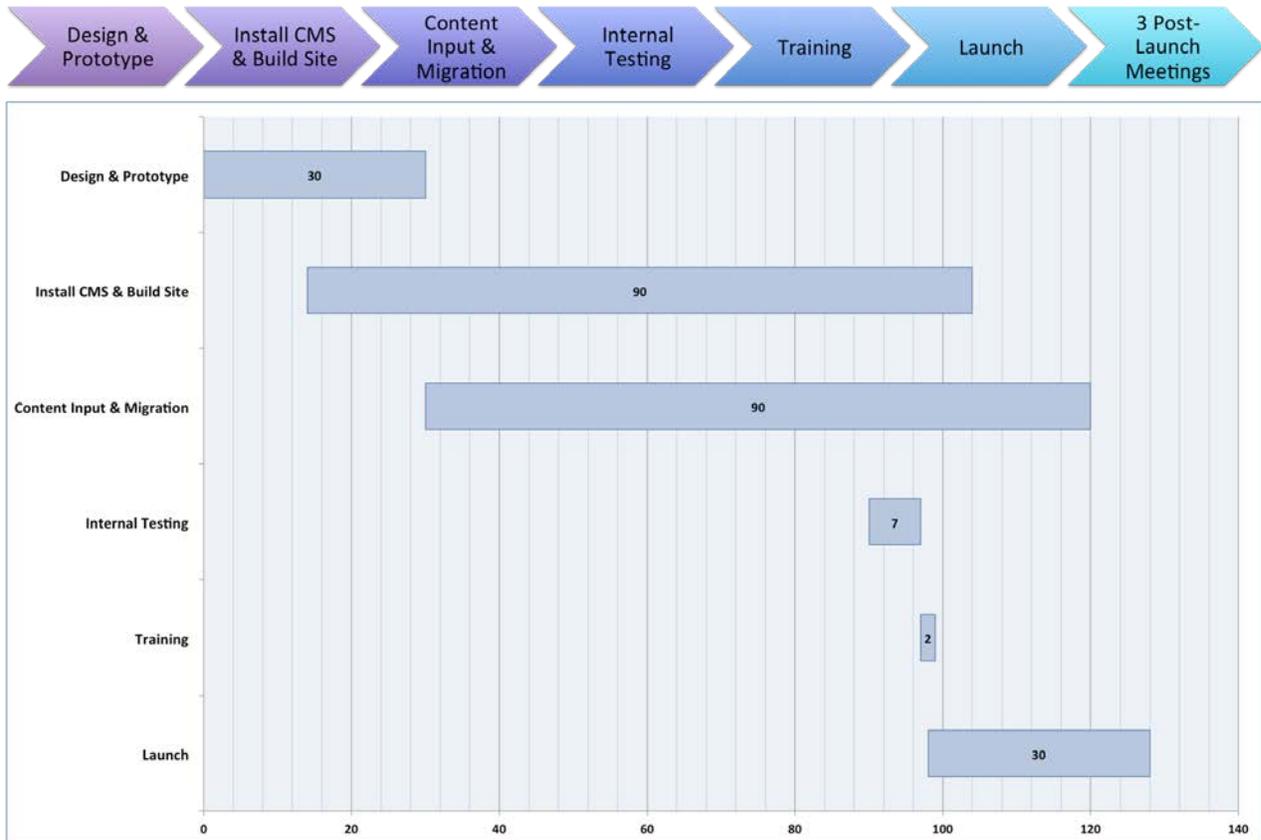
4. Project Timeline

Project Time Estimate

The total time to build this project should be no longer than twelve (12) to fifteen (15) 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 – Developer will meet with the Client by phone or in person at 30, 60, and 90 days after the launch of the website to ensure performance.
- Total estimated time to complete project: 12-15 weeks



SCHEDULE B FEES AND EXPENSES

5. Price and Payment

5.1 One-Time Development Fees

Developer is being 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: \$14,800.00

Payment Terms:

Four (4) equal payments will be invoiced at the following milestones.

- Initial Payment: \$3,700.00 - invoiced when work begins.
- Second Payment: \$3,700.00 - invoiced when the design prototype is approved by the Client.
- Progress Payment: \$3,700.00 - invoiced when the design is integrated into the CMS, and applications have been setup. Typically content is halfway migrated into the site at this stage.
- Final Payment: \$3,700.00 - invoiced when scope of work is complete, and training has been provided. Please note that the new website will only be made live on the Internet after final payment has been received.

5.2 Recurring Service Fees

Website Hosting Fee:

- EvoGov CMS Hosting Package - \$2,000.00 per month, or \$2,000.00 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

The total payment pursuant to the terms of this Agreement by the County to the Contractor shall be the sum of \$14,800.00, plus hosting and maintenance service fees of \$2,000.00 for the first year, with a not to exceed amount of \$16,800.00. Payment shall be made by the Lewis County Treasurer and shall be contingent upon the submission, audit and approval of a proper purchase order/voucher.