

CTM ELECTION SERVICES, LLC
2019-2021 ELECTIONS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date").

BETWEEN: CTM Election Services, LLC, an Arizona corporation ("CTM");

AND: Office of Supervisor of Elections, Broward County, Florida ("Customer")

RECITALS:

A. Customer has agreed to purchase certain election-related services from CTM for use in Broward County, Florida (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

 X Exhibit A (Pricing Summary)


 X Exhibit B (Election Support Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

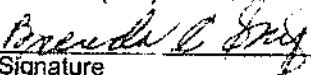
- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of Florida.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

CTM ELECTION SERVICES, LLC
20244 E Silver Creek Ln
Queen Creek, AZ 85142

Supervisor of Elections, Broward County
115 So. Andrews Avenue, #102
Ft. Lauderdale, FL 33301
Fax No.: (954) 357-7070



Signature



Signature

Gregg Mendenhall

Name (Printed or Typed)

Brenda C. Snipes, Ed. D.

Name (Printed or Typed)

Manager

Broward County Supervisor of Elections

Title

Title

Date
2/02/17

Date
2/01/17

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 **Consideration.** The consideration to be paid by Customer to CTM for the services provided hereunder is set forth on Exhibit A.

1.2 **Limitation Of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. CTM's total liability to Customer arising out of or relating to this Agreement will not exceed the aggregate amount to be paid to CTM hereunder. Any action by Customer against CTM shall be commenced within 1 year after the cause of action has accrued.

1.3 **Taxes; Interest.** Customer will provide CTM with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse CTM for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by CTM's income. If Customer disputes the applicability of any tax to be paid pursuant to this Section, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to CTM will bear interest at the rate of one and one-half percent per month (or the maximum rate of interest permitted by law) for each month or portion thereof during which it remains unpaid.

1.4 **Excusable Nonperformance.** Except for a delay or failure in the payment of money, if either party is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. CTM agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

1.5 **Term; Termination.**

a. **In General.** The term of this Agreement is set forth on Exhibit B, but may be terminated before its expiration as follows:

i. By either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives notification thereof from the non-breaching party; or

ii. By either party in the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period. Either party may notify the other party in writing of the termination. The notice of termination shall be given prior to the end of the Customer's fiscal year.

1.6 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of CTM to a successor who has asserted its intent to continue the business of CTM, neither party may assign or transfer this Agreement or assign any of its rights hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld.

1.7 **Remedies.** Except as specifically provided herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive, and the parties shall be entitled to seek any other rights to which they may be entitled at law or in equity, subject to the terms of this Agreement.

1.8 **Entire Agreement.** This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations,

agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

1.9 **Severability.** If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

1.10 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed fax, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, notice shall be deemed received on the date that the return receipt is signed. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties.

1.11 **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to CTM is past due more than five (5) days, CTM may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within 5 business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

1.12 **Construction.**

a. As used in this Agreement, "including" means "including without limitation".

b. The words "or" and "nor" are inclusive and include "and".

c. The use of singular nouns and pronouns shall be inclusive of the plural form of the nouns and pronouns; the use of plural nouns and pronouns shall be inclusive of the singular form of the nouns and pronouns.

d. The title of each Article, Section, Exhibit and Schedule is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

1.13 **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

1.14 **Non-Solicitation of Employees.** The parties agree not to solicit any employees of each other for a period of at least two (2) years from the time of the execution of this Agreement.

1.15 **Other.**

a. In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations.

b. CTM is providing services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983.

c. CTM will not be responsible for (a) user errors, (b) voter errors or (c) problems encountered by any individual in voting.

d. CTM may engage subcontractors to provide certain services, but shall remain fully responsible for such performance.

e. The provisions of Article 1 and this Section shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:		
Description	Refer to	Amount
Election Support Services	Exhibit B	
2019 Municipal General Election		\$57,500.00
2020 Presidential Preference Primary Election		\$131,000.00
2020 Primary Election		\$131,000.00
2020 General Election		\$145,000.00
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: Payment terms are as follows: Payment will be made within seven (30) business days after issuance of an invoice to Customer. Invoices shall reasonably sufficiently describe work performed in accordance with the service descriptions set forth in <u>Exhibit B</u> .		
Note 3: Services in excess of those set forth in <u>Exhibit B</u> shall be charged at the rate as indicated in Exhibit B, including expenses.		

**EXHIBIT B
ELECTION SUPPORT SERVICES**

1. **Term.** The services described herein shall be provided for the following elections (the "Elections"):

BROWARD COUNTY 2019 Municipal General 2020 Pres Pref Primary 2020 Primary Election 2020 General Election

2. **Services.** The election support services to be provided by CTM, a description of such services, the concurrent obligations of Customer, and total fees are described below. All election support services except m850 support and call center support shall be provided onsite by Gregg Mendenhall exclusively unless he is unable to provide services by reason of temporary or permanent illness, disability, incapacity or death of self or immediate family. Customer acknowledges that CTM's fees for election support services are based on the descriptions listed in the table below, and that a change in the descriptions may require CTM to change the fees charged to Customer. For purposes of CTM's provision of Election Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Election Support Services on or off of Customer's facilities, as applicable, by one (1) CTM employee, contractor or agent on any one (1) calendar day or portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Election Support Services by one (1) CTM employee, contractor or agent on each of ten (10) different calendar days, two (2) CTM employees, contractors or agents on each of five (5) different calendar days, or ten (10) CTM employees, contractors or agents on one (1) calendar day.

2019 Municipal General Election

Role/Function	Area of Work or Description	Primary Responsibility	CTM Service Days		Additional Day Bill Rate
Project Management	A CTM Representative will assist, advise, plan and coordinate with all customer departments and manage support services as needed.	CTM	5 Days at No Charge	\$0	\$1,500
Technical Support	A CTM Specialist will be on call 24/7 for any technical or election related assistance.	CTM	No Charge	\$0	No Charge
Verify Ballot Layout/Coding/Testing	A CTM Specialist will assist with ElectionWare database creation, Ballot layouts, verifying all coding and testing of the new election files.	CTM	8 Days at \$2,000/day	\$16,000	\$2,000
Election Day Support	<p>CTM will provide Specialist with over 30 years of Broward County election experience to assist with software accumulation assistance on Election Day/Night of each contracted election.</p> <p>Provide Trained Service Technicians who are able to troubleshoot and repair hardware and software on site for:</p> <ul style="list-style-type: none"> -Election Reporting Manager & Data Acquisition Manager and Network Support on site -M850/iVotronic Technician to troubleshoot and repair hardware problems on site 	CTM	<p>3 Days at \$3,000/day</p> <p>3 Days at \$2,500/day</p>	<p>\$9,000</p> <p>\$7,500</p>	<p>\$3,000</p> <p>\$2,500</p>
Call Center/ Regional Center Support for State Primary and General Election	-VST Call Center –Technicians Trained and Proficient in iVotronic Technical Support; provide troubleshooting, answer calls and support the VST Technical Support Call Center, Regional Centers and travel to precincts, if necessary, for Election Day.	CTM	<p>5 Call Center Support @ \$2,500 /per person</p> <p>5 Regional Tech Support @ \$2,500 /per person</p>	<p>\$12,500</p> <p>\$12,500</p>	
	Total Election Central Support For 2019 Municipal General Election			Total: \$57,500	

2020 Presidential Preference Primary Election

Role/Function	Area of Work or Description	Primary Responsibility	CTM Service Days		Additional Day Bill Rate
Project Management	A CTM Representative will assist, advise, plan and coordinate with all customer departments and manage support services as needed.	CTM	10 Days at No Charge	\$0	\$1,500
Technical Support	A CTM Specialist will be on call 24/7 for any technical or election related assistance.	CTM	No Charge	\$0	No Charge
Verify Ballot Layout/Coding/Testing	A CTM Specialist will assist with ElectionWare database creation, Ballot layouts, verifying all coding and testing of the new election files.	CTM	15 Days at \$2,000/day	\$30,000	\$2,000
Election Day Support	<p>CTM will provide Specialist with over 30 years of Broward County election experience to assist with software accumulation assistance on Election Day/Night of each contracted election.</p> <p>Provide Trained Service Technicians who are able to troubleshoot and repair hardware and software on site for:</p> <ul style="list-style-type: none"> -Election Reporting Manager & Data Acquisition Manager and Network Support on site -M850/Votronic Technician to troubleshoot and repair hardware problems on site 	CTM	<p>7 Days at \$3,000/day</p> <p>5 Days at \$2,500/day</p>	<p>\$21,000</p> <p>\$12,500</p>	<p>\$3,000</p> <p>\$2,500</p>
Call Center/ Regional Center Support for State Primary and General Election	-VST Call Center –Technicians Trained and Proficient in iVotronic Technical Support; provide troubleshooting, answer calls and support the VST Technical Support Call Center, Regional Centers and travel to precincts, if necessary, for Election Day.	CTM	<p>12 Call Center Support @ \$2,500 /per person</p> <p>15 Regional Tech Support @ \$2,500 /per person</p>	<p>\$30,000</p> <p>\$37,500</p>	
	Total Election Central Support For 2020 Pres Pref Primary Election			Total: \$131,000	

2020 Primary Election

Role/Function	Area of Work or Description	Primary Responsibility	CTM Service Days		Additional Day Bill Rate
Project Management	A CTM Representative will assist, advise, plan and coordinate with all customer departments and manage support services as needed.	CTM	10 Days at No Charge	\$0	\$1,500
Technical Support	A CTM Specialist will be on call 24/7 for any technical or election related assistance.	CTM	No Charge	\$0	No Charge
Verify Ballot Layout/Coding/ Testing	A CTM Specialist will assist with ElectionWare database creation, Ballot layouts, verifying all coding and testing of the new election files.	CTM	15 Days at \$2,000/day	\$30,000	\$2,000
Election Day Support	<p>CTM will provide Specialist with over 30 years of Broward County election experience to assist with software accumulation assistance on Election Day/Night of each contracted election.</p> <p>Provide Trained Service Technicians who are able to troubleshoot and repair hardware and software on site for:</p> <ul style="list-style-type: none"> -Election Reporting Manager & Data Acquisition Manager and Network Support on site -M850/Votronic Technician to troubleshoot and repair hardware problems on site 	CTM	<p align="center">7 Days at \$3,000/day</p> <p align="center">5 Days at \$2,500/day</p>	<p>\$21,000</p> <p>\$12,500</p>	<p>\$3,000</p> <p>\$2,500</p>
Call Center/ Regional Center Support for State Primary and General Election	-VST Call Center –Technicians Trained and Proficient in iVotronic Technical Support; provide troubleshooting, answer calls and support the VST Technical Support Call Center, Regional Centers and travel to precincts, if necessary, for Election Day.	CTM	<p>12 Call Center Support @ \$2,500 /per person</p> <p>15 Regional Tech Support @ \$2,500 /per person</p>	<p>\$30,000</p> <p>\$37,500</p>	
	Total Election Central Support For 2020 Primary Election			Total: \$131,000	

2020 General Elections

Role/Function	Area of Work or Description	Primary Responsibility	CTM Service Days		Additional Day Bill Rate
Project Management	A CTM Representative will assist, advise, plan and coordinate with all customer departments and manage support services as needed.	CTM	10 Days at No Charge	\$0	\$1,500
Technical Support	A CTM Specialist will be on call 24/7 for any technical or election related assistance.	CTM	No Charge	\$0	No Charge
Verify Ballot Layout/Coding/Testing	A CTM Specialist will assist with ElectionWare database creation, Ballot layouts, verifying all coding and testing of the new election files.	CTM	15 Days at \$2,000/day	\$30,000	\$2,000
Election Day Support	<p>CTM will provide Specialist with over 30 years of Broward County election experience to assist with software accumulation assistance on Election Day/Night of each contracted election.</p> <p>Provide Trained Service Technicians who are able to troubleshoot and repair hardware and software on site for:</p> <ul style="list-style-type: none"> -Election Reporting Manager & Data Acquisition Manager and Network Support on site -M850/Votronic Technician to troubleshoot and repair hardware problems on site 	CTM	<p>10 Days at \$3,000/day</p> <p>7 Days at \$2,500/day</p>	<p>\$30,000</p> <p>\$17,500</p>	<p>\$3,000</p> <p>\$2,500</p>
Call Center/ Regional Center Support for State Primary and General Election	-VST Call Center --Technicians Trained and Proficient in iVotronic Technical Support; provide troubleshooting, answer calls and support the VST Technical Support Call Center, Regional Centers and travel to precincts, if necessary, for Election Day.	CTM	<p>12 Call Center Support @ \$2,500 /per person</p> <p>15 Regional Tech Support @ \$2,500 /per person</p>	<p>\$30,000</p> <p>\$37,500</p>	
	Total Election Central Support For 2020 General Election			Total: \$145,000	

[END OF EXHIBIT B]