



Dallas County  
**BRIEFING / COURT ORDER**  
Commissioners Court - Jan 05 2021

- Resolution
- Solicitation/Contract
- Executive Session
- Addendum

**Renewal Term Amendment No. 1 to Master SaaS Agreement Between SOE Software Corporation d/b/a SCYTL and Dallas County, Texas on behalf of the Dallas County Elections Department**

**Briefing Date:** Jan 5 2021  
**Funding Source:**  
**Originating Department:** Elections  
**Prepared by:** Stephanie Granberry, Administrative Services Coordinator  
**Recommended by:** Michael Scarpello, Elections Administrator

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**BACKGROUND INFORMATION:**

This Renewal Term Amendment No. 1 (the "Amendment") is entered into as of this 1st day of January, 2021 (the Effective Date), by SOE SOFTWARE CORPORATION, a Florida for-profit corporation, (d/b/a SCYTL) with its principal offices at 1111 N. Westshore Blvd, Suite 300, Tampa, FL 33607, USA ("SOE") and DALLAS COUNTY, TEXAS, a political subdivision of the State of Texas ("County") on behalf of the Dallas County Elections Department, with the County's principal office at 411 Elm Street, 2nd Floor, Dallas, TX 75202, USA.

Collectively, SOE and County shall be referred to as the "Parties" and each separately as a "Party". There are no other parties to the Amendment.

In consideration of the mutual promises and covenants hereinafter set forth, SOE and the County acknowledge and agree that the Master Software as a Service (SAAS) Agreement between County and SOE for Election Night Reporting (ENR), Voter Education Portal (VED), and Online Pollworker Training (OTP) entered into as of September 18, 2018 under Dallas County Commissioners Court Order No. 2018-1121, by and between the Parties (the "Agreement") is hereby extended for another one (1) year and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To exercise the option to extend the Agreement for one (1) year from January 1, 2021 to December 31, 2021 (the First Renewal Term).
2. The County amends section 4.2 of the Agreement to update its Single Point of Contact ("SPOC") to now be Michael Scarpello with the contact email address of Michael.Scarpello@dallascounty.org.
3. The County amends section 16.2 of the Agreement to update the notice contact information for the County to be as follows:

DALLAS COUNTY ELECTIONS DEPARTMENT

### Agenda Item (3)

1520 ROUND TABLE DR  
DALLAS TX 75247

Attention: Michael Scarpello, Dallas County Elections Administrator  
Email: Michael.Scarpello@dallascounty.org  
Copy: Russell Roden, Chief, DA Civil Division, 411 ELM ST FL 5, DALLAS, TX 75202

4. SOE amends section 16.3 of the Agreement to update the notice contact information for SOE to be as follows:

SOE SOFTWARE CORPORATION  
1111 N WEST SHORE BLVD STE 300  
TAMPA FL 33607  
Attention: Jonathan Brill  
jonathan.brill@scytl.com

#### **OPERATIONAL IMPACT:**

This agreement will have a moderate effect on actual operations in that it will allow for easier contract management for DCED and other County Departments charged with responsibility to manage the contract and services of this agreement.

#### **FINANCIAL IMPACT:**

5. The County will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

Service	Fee	Invoicing Date
SCYTL Election Night Reporting ("ENR") Annual Assurance 01/01/2021 to 12/31/21	\$27,000.00	12/01/2020
SCYTL Voter Education Portal ("VEP") Annual Assurance 01/01/2021 to 12/31/21	\$31,076.00	12/01/2020
SCYTL Online Poll Worker Training ("OPT") Annual Assurance 01/01/2021 to 12/31/21	\$29,500.00	12/01/2020

#### **LEGAL IMPACT:**

The Dallas County District Attorney's Office, Civil Division has reviewed this agreement and approved as to form only. The suite of services provided by SCYTL can only be obtained together through SYCTL. Therefore, in accordance with Section 262.024(a)(7) of the Texas Local Government Code a sole source an exemption to the competitive procurement process is to be granted by Commissioners Court Order.

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The Sole Source Exemption Memorandum from the County Purchasing director is attached and is to be entered into the minutes in accordance with Section 262.024(c) of the Texas Local Government Code.

#### **PROJECT SCHEDULE:**

This Renewal Term Amendment No. 1 (the "Amendment") is entered into as of this 1st day of January, 2021. The County will be invoiced the Fee annually in advance each year.

#### **SBE PARTICIPATION:**

N/A

#### **ADMINISTRATIVE PLAN COMPLIANCE:**

This request is consistent with the Dallas County's vision to ensure the County is operationally a model governmental entity; is safe, secure, and prepared; and is a proactive regional partner. It also conforms to the Dallas County goal of providing service efficiently and effectively, delivered in light of changes in technology, the public's preferences and expectations and the area's population and economy.

#### **RECOMMENDATION:**

Approve of the Renewal Term Amendment No. 1 To Mater SaaS Agreement (attached); allow the County Judge to sign the Renewal Term Amendment No. 1 to Master SaaS Agreement on behalf of Dallas County; Approve the funding of the Renewal Term Amendment No. 1 to Master SaaS Agreement as stated below:

Service	Fee	Invoicing Date
SCYTL Election Night Reporting ("ENR") Annual Assurance 01/01/2021 to 12/31/21	\$27,000.00	12/01/2020
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#### **MOTION:**

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

**Be it resolved and ordered that the Dallas County Commissioners Court does hereby Approve of the Renewal Term Amendment No. 1 To Mater SaaS Agreement (attachec); allow the County Judge to sign the Renewal Term Amendment No. 1 to Master SaaS Agreement on behalf of Dallas County; Approve the funding of the Renewal Term Amendment No. 1 to Master SaaS Agreement as stated below:**

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**ATTACHMENTS:**

amendment 1 SOE SOFTWARE CORPORATION aatf

## Agenda Item (3)

### RENEWAL TERM AMENDMENT No. 1 TO MASTER SaaS AGREEMENT

#### BETWEEN

SOE SOFTWARE CORPORATION d/b/a SCYTL and DALLAS COUNTY, TEXAS on behalf of the  
DALLAS COUNTY ELECTIONS DEPARTMENT

#### PREAMBLE

This Renewal Term Amendment No. 1 (the "Amendment") is entered into as of this 1<sup>st</sup> day of January, 2021 (the Effective Date), by SOE SOFTWARE CORPORATION, a Florida for-profit corporation, (d/b/a SCYTL) with its principal offices at 1111 N. Westshore Blvd, Suite 300, Tampa, FL 33607, USA ("SOE") and DALLAS COUNTY, TEXAS, a political subdivision of the State of Texas ("County") on behalf of the Dallas County Elections Department, with the County's principal office at 411 Elm Street, 2<sup>nd</sup> Floor, Dallas, TX 75202, USA.

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TAMPA FL 33607  
Attention: Jonathan Brill  
jonathan.brill@scytl.com

**Agenda Item (3)**

5. The County will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

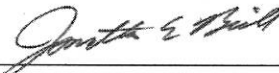
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SCYTL Online Poll Worker Training ("OPT") Annual Assurance 01/01/2021 to 12/31/21	\$29,500.00	12/01/2020

6. Except as modified herein, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment on the Effective Date above intending to be bound thereby.

SOE SOFTWARE CORPORATION  
d/b/a SCYTL

DALLAS COUNTY, TEXAS on behalf of the  
Dallas County Elections Department

  
Jonathan Brill 12/23/2020  
President  
SOE SOFTWARE CORPORATION

\_\_\_\_\_  
Clay Lewis Jenkins DATE  
County Judge  
Dallas County, Texas

**Approved as to form\*:**

JOHN CREUZOT  
CRIMINAL DISTRICT ATTORNEY  
DALLAS COUNTY, TEXAS

/s/ Ben Stool, Assistant Criminal District Attorney  
Ben Stool 12-23-2020  
Assistant Criminal District Attorney  
Civil Division  
Dallas County, Texas

Digitally signed by /s/ Ben Stool, Assistant Criminal District Attorney  
DN: cn=/s/ Ben Stool, Assistant Criminal District Attorney, o=Criminal District Attorney's Office, ou=Civil Division, ou=Dallas County, Texas,  
email=ben.stool@dallascounty.org, c=US  
Date: 2020.12.23 14:16:45 -0600

\*By law, the District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).