

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 16-029**

This Amendment to BOS Agreement No. 16-029 is entered into this 5th day of DEC, 2016, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Vision Technology Solutions, LLC dba Vision Internet Providers, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 16-029 was entered into on June 21, 2016; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Vision Technology Solutions, LLC dba Vision Internet Providers, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the Agreement amount set out in the original BOS Agreement NO. 16-029, from Sixty Six Thousand Three Hundred and Forty Dollars (\$66,340) to Eighty Two Thousand Five Hundred Thirty Five Dollars (\$82,535); and

WHEREAS, the CONTRACTOR shall provide additional services to customize website features and create an advanced Subsite for the Mendocino County Library in order to meet the needs of the department and deliver content to customers.

NOW, THEREFORE, we agree as follows:

1. Vision shall provide customization services to enhance "widgets" that depict multiple current weather information for the sum of Nine Hundred and Forty Five Dollars (\$945), as described in Exhibit "1A".
2. Vision shall provide an Advanced Subsite for the Mendocino County Library, which will meet the needs of said department by expanding content and services to the public. The Advanced Subsite package shall include: comprehensive services, consultation, and tailored navigation, structure and site design in an amount not to exceed Twelve Thousand Dollars (\$12,000) pursuant to Exhibit "1B".
3. Additionally, Library Advanced Subsite includes VisionLive subscription services, which includes updates and maintenance fees, in an amount not to exceed Three Thousand and Two Hundred Fifty Dollars (\$3,250) as indicated in Exhibit "1B".

All other terms and conditions of BOS Agreement No. 16-029 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

[Signature] 10/26/16
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 1960

Line Item: 862189

Grant: Yes No

Grant No.: N/A

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair DEC 06 2016
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy DEC 06 2016

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy DEC 06 2016

INSURANCE REVIEW:

RISK MANAGER

By: [Signature]
ALAN D. FLORA, Risk Manager

CONTRACTOR/COMPANY NAME

CONTRACTOR SIGNATURES ATTACHED ON PAGE 2A

NAME AND ADDRESS OF CONTRACTOR:

**VISION INTERNET PROVIDERS
222 N. SEPULVEDA BLVD., SUITE 1500
EL SEGUNDO, CA 90245**

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

DEPARTMENT FISCAL REVIEW:

DEPARTMENT NAME: Executive Office and Library

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: 1960

Line Item: 862189

Grant: Yes No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

Vision Internet Providers

222 N. Sepulveda Blvd., Suite 1500

El Segundo, CA 90245

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

INSURANCE REVIEW:

RISK MANAGER

By: ALAN D. FLORA, Risk Manager

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Deputy

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: CARMEL J. ANGELO, Chief Executive Officer

FISCAL REVIEW:

By: Deputy CEO/Fiscal

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____



Exhibit 1A

extra work

This Addendum is made and entered into by Vision Technology Solutions, LLC ("Contractor") and Mendocino County, CA ("Client") as of the date of full execution.

Included Services

The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates.

Vision will implement the ability to display weather information for two (2) locations with one (1) generic icon for weather. When that icon is clicked/tapped, it will display a popup that will show two (2) weather items for each location/City that the County of Mendocino chooses. This customization will be implemented for both desktop and mobile.

Extra Work Fees

Client agrees to pay Contractor as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum as follows:
 - (a) Implementation Fee. \$945.00.
2. Payment. Client agrees to pay Contractor for the implementation fee in full within 30 days after the execution of this Addendum. Client agrees to pay Contractor for the Customization visionLive Recurring Fee as provided in this Addendum.



Exhibit 1B

extra work

This Addendum is made and entered into by Vision Technology Solutions, LLC ("Contractor") and Mendocino County, California ("Client") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

Advanced Subsite Development Services

Advanced subsite development services include the following:

Design

- › Design Elements
 - Department logo in site header
 - Unique color scheme
 - Unique background
 - Separate font style
 - Logo can link to departmental homepage

Page Layout

- › Custom wireframe
- › Interior page layout same as the main site
- › Number of new widgets included: 7

Mobile

- › Unique color scheme
- › Department logo in header
- › Logo can link to own departmental home page

Design Services

- › Heatmap analysis
- › User surveys

Functionality

- › Own Domain
- › Main Navigation
 - Separate page tree from main site
- › Header and Footer Sections
 - Independent footer configurations (footer navigation, social icons)
- › Search
 - Stand-alone search
- › Separate Google Analytics
- › Background
 - Independent header configurations (logo, top navigation, social icons, quick links)



- o Ability to change background image if main site is able
- » Page Limit: Unlimited

Advanced Subsite Development Fees

Client agrees to pay Contractor as follows:

1. **Price.** Contractor agrees to perform work set forth in this Addendum for \$12,000.
2. **Payment.** Contractor will submit itemized invoices to Client for the payments required by this Addendum, and all invoices will be due and payable by Client within 30 days:
 - (a) An initial payment equal to 50% of the total cost; and
 - (b) A payment equal to 50% of the total cost 21 days after completion of the services in this Addendum.

Additional Advanced Subsite Development Terms and Conditions

1. Client understands and agrees that Contractor will develop subsite frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Subsite backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Subsite may not be compatible with previous or future versions. Subsite backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the subsite will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the subsite is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".
2. Contractor will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.
3. **Ownership; Limited Licensing of Intellectual Property.**

3.1. **Designs.** Upon payment in full of the advanced subsite development fees provided under this Addendum C-1, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the **Contractor Designs** embodied in Client's advanced subsite, which are prepared or caused to be prepared by Contractor under this Addendum C-1. The Contractor Designs provided under this Addendum C-1 is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

Subscription Services

Pursuant to the terms herein (which includes and incorporates Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com, and as such policy may change from time to time), Contractor agrees to provide VCMS Licensing Services, Hosting Services, and Support Services (collectively "**Subscription Services**") as provided below for the Client's advanced subsite, which utilizes Contractor's Vision Content Management System ("**VCMS**"). Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:



VCMS Licensing Services. Contractor shall grant a limited, non-exclusive, and non-transferrable license for Client to use the VCMS to the extent necessary for the Client's operation of its subsite; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with the Agreement and this Addendum C-1. The VCMS provided under this Addendum C-1 is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services for the advanced subsite include:

- **Account Management***
 - Annual account reviews (Health Checks)
 - Annual site analytics report
 - Annual graphics site audit

* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

Subscription Fees

All Subscription Services provided for the Client's Advanced Subsite during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$3,250 upon Completion of the Advanced Subsite, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms; provided, however, that the Advanced Subsite is completed before the second year of the Agreement. If the Advanced Subsite is completed after the second year of this Agreement, then Contractor shall invoice Client the pro-rated rate for the applicable year. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. If the Advanced Subsite exceeds 10 GB of storage, then it shall be subject to an additional monthly fee of \$50 per 5GB increment.