

COUNTY OF MONTEREY STANDARD AGREEMENT (NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Vision Technology Solutions, LLC, a Delaware limited liability company,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Vision Content Management System Software subscription, maintenance, support, and hosting for the County's website.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 45,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from September 1, 2018 to August 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Acceptable Use Policy

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Mais Shelor - IT Business Manager	David M. Nachman - General Manager
Name and Title	Name and Title
1590 Moffett Street Salinas, CA 93905	222 N. Sepulveda Blvd., Suite 1500 El Segundo, CA 90245
Address	Address
831-755-5465	310-656-3103
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Vision Technology Solutions, LLC

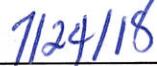
Contractor's Business Name*



(Signature of Chair, President, or Vice-President)*

David Nachman - General Manager

Name and Title

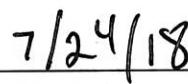


Date: _____


(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Mike Truex, CFO

Name and Title



Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Service Delivery Sites

Services will be provided remotely through electronic or online delivery, and telephone support to the Monterey County Information Technology Department.

The service delivery site will be the Monterey County Information Technology Department (ITD) Facility, 1590 Moffett Street, Salinas, California 93905.

II. Scope of Services

A. CONTRACTOR will provide Services to the COUNTY as requested by the COUNTY and as set forth herein in exchange for payment of related fees specified, and compliance with the terms and conditions of the Agreement, and compliance with CONTRACTOR's acceptable use policy, set forth in Exhibit B to this Agreement. The parties agree that Exhibit B will not be amended except by mutual agreement, in writing, executed by both parties.

B. **VisionLive™ Subscription Services.** CONTRACTOR shall provide VCMS Licensing Services, Support Services, and Hosting Services (collectively "Subscription Services") to the COUNTY, for the operation of the COUNTY's website in exchange for payment of fees and compliance with the terms and conditions of this Agreement. As used throughout this Agreement, "VCMS" shall mean Vision Content Management System™, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.

1. Subscription. CONTRACTOR will provide the COUNTY with a subscription to access and use the VCMS.

Licensing Services

A VCMS License includes:

- a. Functional enhancements to VCMS components.
- b. New VCMS Interactive Components that may be released from time to time by CONTRACTOR.
- c. Bug fixes to the VCMS code.
- d. Support for the following major web browsers: Internet Explorer, Chrome, Safari, Firefox and Edge.
- e. Updates to provide compatibility with future versions of Internet Explorer, Chrome, Safari, Firefox and Edge shall be provided within three months after new versions of these web browsers are released. Compatibility with versions of Internet Explorer, Chrome, Safari, Firefox and Edge that pre-date this agreement is not guaranteed.

VCMS Licensing Services do not include:

- a. Optional Interactive Components.
- b. Modules, Programs, or Software Applications.
- c. Conversion to new platforms.
- d. Modification of third-party products.
- e. Compatibility with the COUNTY's third-party products.
- f. Website design services.
- g. New Products. CONTRACTOR may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.

- h. All other services not expressly provided for in this Agreement and its applicable Addendum(s).

To receive VCMS Licensing Services after the COUNTY applies the updates provided by the CONTRACTOR, the VCMS code must be unmodified. Modification of code may result in update files that were applied being overwritten.

2. **Support Services.** Support Services is defined as technical support, account management, and education and training for operation of the VCMS; provided, however that the COUNTY (1)(a) does not modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by CONTRACTOR, and (2) maintains a visionLive™ Subscription in accordance with this Agreement.
 - a. CONTRACTOR will provide Support Services to a designated COUNTY manager, system administrator or webmaster.
 - b. Technical support will generally be available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding COUNTY holidays (“Business Hours”), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the COUNTY’s website being down for more than ten (10) minutes. CONTRACTOR will provide emergency technical support at no added cost.
 - c. Support Services also include:
 - Shared Account Manager responsible for Account Management, consisting of:
 - Account reviews (Health Checks), Site analytics report, and Graphics site audit, included with each subsite. Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the first quarter of the second year of the Agreement and will be performed in the first quarter of every year thereafter.
 - 20 Site improvement credits for professional services hours available beginning the first year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.
 - Education and Training, available to all COUNTY staff
 - Training and webinars featuring expert speakers sharing tips, trends and best practices for local governments looking to boost the effectiveness of their websites.
 - 24x7 Access to On-Demand Training Library
 - On-going new feature training (via remote meeting service)
 - Monthly office hours (via remote meeting service)
3. **Hosting Services.** CONTRACTOR will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. This includes:
 - Secured (SSL) website
 - SOC-certified datacenter
 - Full hardware redundancy
 - Redundant generator backup
 - Daily data backups
 - Intrusion protection
 - 24/7 monitoring
 - 99.9% uptime

- DDoS mitigation service
- Website content storage
- Development environment
- Standard disaster recovery service with 90-minute failover

4. Unless COUNTY has retained other Services from CONTRACTOR under the applicable Addendum, COUNTY is solely and exclusively responsible for all services not expressly provided for in this Agreement.

- a. Any changes, alterations or modification requested by the COUNTY to its website may be subject to a fee to be quoted by a CONTRACTOR representative at the time of the request. CONTRACTOR shall perform such changes, alterations or modifications to the COUNTY's website only upon receiving the COUNTY's prior, written authorization.
- b. COUNTY may, at any time, upgrade from its current VCMS edition to either a Standard or Plus Edition, as applicable. COUNTY may not, during the Term (defined in Paragraph 3.01 of this Agreement), downgrade from its current VCMS edition to either a Standard or Basic Edition, as applicable.
- c. COUNTY acknowledges that CONTRACTOR may modify or improve the Subscription Services provided by this agreement because of the dynamic nature of technology. CONTRACTOR may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented providing thirty (30) days advance written notification to COUNTY. Upon receiving such notification, COUNTY may, in its sole discretion, concur or terminate this agreement.

C. **COUNTY Website and Updates.** COUNTY shall update its website, which is currently on VCMS6 2013, to the VCMS version current as of August 1, 2018. COUNTY shall thereafter migrate its website to CONTRACTOR's servers.

1. CONTRACTOR shall:
 - a. Preserve COUNTY's ability to create CSS changes. To do so, CONTRACTOR shall create a "sysadmin" user account for the COUNTY unique to each VCMS instance.
 - b. CONTRACTOR shall package SQL script updates for each VCMS instance, and the most recent version of VCMS;
 - c. CONTRACTOR shall provide COUNTY with documentation describing the enhancements contained in the SQL script updates, including instructions and directory structure; and
 - d. CONTRACTOR shall deliver the SQL script package, most recent version of VCMS, and documentation via email.
 - e. Upon COUNTY's request, CONTRACTOR shall provide up to 4 hours of consultation during the update process at no extra cost.
2. COUNTY shall be responsible for applying the SQL script updates and the most recent version of VCMS to its VCMS instances. In the event COUNTY's customization(s) break or require fixes, COUNTY acknowledges that the VCMS cannot be conformed to the customizations. COUNTY shall be responsible for remediating its customization(s) to conform to the VCMS. The recommended sequence is as follows:
 - a. Backup current database on a development environment;
 - b. Apply SQL scripts;
 - c. Apply the latest VCMS version;
 - d. Test for breaks and remediate as desired; and

- e. Direct COUNTY's www.co.monterey.ca.us DNS records to CONTRACTOR's IP address.

D. **Subsequent Extra Work/Other Services.** Additional services not covered in this Agreement will be presented to COUNTY for approval, in writing, prior to commencement of work ("Extra Work").

1. Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as an Addendum, and such Addendum shall become part of this Agreement when executed by both parties.
2. Such addendum will be billed at CONTRACTOR's hourly rates, which are as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate.
3. COUNTY shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third-party vendors if applicable.
4. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

E. **Ownership; Limited Licensing of Intellectual Property**

1. Vision Content Management System™. CONTRACTOR also grants COUNTY a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS to the extent necessary for the COUNTY's use and operation of its website; provided that COUNTY: (1)(a) does not modify the VCMS, (1)(b) does not use the VCMS in combination with any third-party system not authorized by CONTRACTOR, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and COUNTY 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.
2. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the COUNTY's web pages during the effective period of this Agreement.
 - a. CONTRACTOR agrees that COUNTY will retain ownership of all information and content (including COUNTY provided logos and images) owned exclusively by COUNTY and provided by COUNTY for use on its website.
 - b. COUNTY shall supply all necessary information to CONTRACTOR in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork, and preexisting graphics.
 - c. CONTRACTOR is not responsible for content migrated by COUNTY or any third party. CONTRACTOR may modify any COUNTY-supplied images, data, information and other items COUNTY supplies in connection with the services provided pursuant to this Agreement only after obtaining COUNTY's prior, written consent to CONTRACTOR's proposed modifications.

3. **Contractor's Mark.** COUNTY agrees that CONTRACTOR may place in the website footer an unobtrusive text link reading "Created by Vision" or the equivalent. CONTRACTOR's footer text credit shall always be linked to a CONTRACTOR web page.
4. **Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause caused by acts of war, terrorism, other acts of God or of strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

F. Limited Warranty. CONTRACTOR warrants that website development and/or custom programming deliverables will be conveyed to COUNTY upon transfer of the website to the production server with a public Internet Protocol address ("Completion"). All VCMS programming code developed by CONTRACTOR is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("Warranted Problem"). All warranties of merchantability and fitness of services for a particular purpose available to the County in common law or statutory law apply in full.

III. Term of the Agreement

The term of this Agreement shall be from September 1, 2018 to August 31, 2021 unless sooner terminated pursuant to the terms of this Agreement.

IV. Payment Provisions

A. For the services described in this Agreement, CONTRACTOR shall bill the County monthly in accordance with Paragraph 6.04 of the Agreement. Annual costs are summarized below:

Year 1 (2018 to 2019)	Included Professional Services:	3,240.00
	<ul style="list-style-type: none"> • Creation of Sysadmin • Documentation and packaging of SQL scripts and application • Up to 4 hours of consultation during the updating process 	
	vLive Plus Edition Subscription	11,700.00
Year 2 (2019 to 2020)	vLive Plus Edition Subscription	12,285.00
Year 3 (2020 to 2021)	vLive Plus Edition Subscription	12,899.00
Additional Storage	As-Needed	4,876.00
TOTAL		45,000.00

For the main website, COUNTY as a visionLive Plus subscriber shall have up to 250GB of storage, and each subsite has up to 5GB of storage.

Websites and subsites exceeding their storage allowance shall be subject to an additional monthly fee of \$50 per 5GB increment.

B. Invoices shall be mailed to:

Monterey County Information Technology
 Attn: Accounts Payable
 1590 Moffett Street
 Salinas, CA 93905

C. Payments shall be mailed to:

Vision Internet Providers
Attn: Account Receivables
222 N. Sepulveda Blvd, Suite 1500
El Segundo, CA 90245

EXHIBIT B

ACCEPTABLE USE POLICY

Vision requires that all customers and licensees of its Vision Content Management System™ and/or visionLive™ Subscription Services (the "Services"), as defined in each of your Master Services Agreements, conduct themselves with respect for others. In particular, please observe the following Acceptable Use Policy ("AUP") in your use of the Services:

1. Lawful Use

Only use the Services in accordance with all local, state, and federal laws. Do not use the Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Any text, data, graphics, or any other material displayed or published on your website is, and must continue to be, throughout the term of your Agreement, free from obscene or libelous material.

2. Intellectual Property

You must have all rights necessary to display all the images, data, information or other items being displayed on your website. Any text, data, graphics, or any other material displayed or published on your website is, and must continue to be, throughout the term of your Agreement, free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Further, you authorize Vision to display those images, data, information or other items.

3. No Misuse and Spam

You must not misuse any of Vision's resources or cause any disruption to its business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

4. No Hacking, Viruses, & Network Attacks

You must not use any process, program or tool via Vision for gaining unauthorized access to the accounts of other parties, including but not limited to, our other customers or account holders, or our other systems. You must not use the Services to make unauthorized attempts to access the systems and networks of others. You must not use the Services as a door or signpost to another server. You must not use the Services in a manner in which system or network resources are unreasonably denied to our other clients.

5. Password

You will have password access to the Services. You are responsible for keeping all passwords secure. If your password is lost, stolen or compromised in any way, immediately notify your assigned Vision Account Manager. You are responsible for all use of the Services accessed through your passwords. Your passwords are not transferable to any third party and are subject to any limits established by Vision.

6. The Internet

You understand there are risks to using the Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision's control and cannot be in any way warranted or supported by us. You are responsible for making backup copies of your files. Safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision provides access to other systems not controlled by us including, but not limited to, discussion groups, RSS feeds, websites and databases, that may

contain pictures and language intended for adult audiences.

7. Domain Name and Secure Digital Certificate

Upon your request, Vision will apply for a custom domain name of your choice. However, Vision cannot guarantee the availability of any particular name. You are responsible for all fees charged by the registrar, including setup and renewal fees. You will be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision will not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

8. Breach

Neither your Agreement nor the AUP requires that Vision take any action against any customer or licensee for violating this AUP. However, if you violate any term of this AUP, Vision reserves the right to suspend access to the your website without prior notice, and may terminate the Services and/or your Agreement after Vision has given you notice and you fail to cure the violation within 15 days after such notice.

9. Revision of AUP

Vision and County may agree to change this AUP at any time in writing, executed by both parties.

UPTIME GUARANTEE

Vision provides a 99.9% uptime guarantee for its hosting service. If Vision fails to achieve the guarantee within a calendar month, then you will be entitled to the following credits:

Vision Uptime Guarantee¹	
Monthly Uptime²	Credit³
99.9% - 100%	0%
99.5% - 99.89%	10%
99.0% - 99.49%	20%
Less than 99.0%	30%

¹ Vision's Uptime Guarantee may be updated by mutual agreement of the parties, in writing, signed by both parties.

² Refers to percentage of minutes in a calendar month that customers' public facing websites are accessible, excluding routine and scheduled maintenance.

³ Credit applies to monthly hosting fees, excluding any fees associated with any third-party solutions resold by Vision for which Vision does not provide hosting services. For visionLive customers, the credit will be calculated based on the then-current price for hosting only services. Any credits will be applied to the next invoice following the month of the incident. Credits do not apply to downtime due to force majeure events, including Distributed Denial of Service (DDoS) attacks that succeed in overcoming Vision's third-party provided DDoS defense.