



## Information Technology

Terry Schmaltz  
IT Director  
701-241-5723

### MEMO

RECEIVED  
CASS COUNTY COMMISSION

AUG 5 2016

TO: Cass County Commission  
FROM: Terry Schmaltz, IT Director  
DATE: August 5<sup>th</sup>, 2016  
SUBJECT: County Website Design

Dear Commissioners,

Our current website was designed in 2007 and is in need of updating to 2016 standards. This assessment is partially based on the technical needs of upgrading the hardware and software used to publish our current website as well as the need to professionally update the appearance and functionality of our website to today's standards. Our current website is not dynamically designed, meaning it does not automatically adjust to mobile phones and tablets.

Based on existing activity and web traffic reports on our current website, it was determined that there is very little that is driving visitors to our website. County has sporadic implementation and use of social media sites and along with our website update, Cass County needs to rethink our external communications strategies. All of the website vendors we looked at have automatic social media integration to post news on the website and social media sites it one step.

In 2015 we contracted with Eide Bailey to review the use of current system and interviewed several departments to generate a needs requirement and suggested vendors to review.

We contacted four different vendors and conducted demos and many phone calls making our selection as Vision Technologies. An example of some of the websites they have designed are the City of Grand Forks and Moorhead.

Cass County does not have a position dedicated to designing and maintaining our public website, we rely on content editors in each department to keep their sites up to date. Some departments regularly update their department site and other department sites have not changed much since 2007. With the broad level of knowledge across department, Vision Technologies will be send consultants onsite for discussions on the basics of website content development which was unique to all the other vendors we reviewed.

This project will span several months and will extend well into 2017 before we go live. As discussed during the budget hearings, I plan to fund this project partially in 2016 and 2017.

**Suggested Motion:**

Authorize the Chairman to sign contract with Vision Technologies in the amount of \$109,420.

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211 Ninth Street South  
Fargo, North Dakota 58108

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# creating what's next *for Cass County*

Project Name: 2016-0808 vP - CCN

## List of Services

Vision will perform the following services for Cass County:

- › Website Development Services
- › visionLive™ Subscription Services

## Contacts

### County Project Manager

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

### County Contract Contact

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

### Vision Project Manager

- › Name: Kristoffer Von Bonsdorff, or his designee
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email:
- › Fax: (310) 656-3103

### Vision Contract Contact

- › Name: Contract Administrator
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email: [contracts@visioninternet.com](mailto:contracts@visioninternet.com)
- › Fax: (310) 656-3103





## *terms and conditions*

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at [www.visioninternet.com](http://www.visioninternet.com)) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, maintenance services, and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time. In the event of conflict with an Addendum with respect to the terms of this main body of this Agreement, then this Agreement shall govern.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently 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. Client 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. 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.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, 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 homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement 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.

3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the "**VCMS**"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with this Agreement and Addendum B. The VCMS provided under this Agreement 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.





4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All programming code developed by Contractor within Addendum A is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) 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. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. 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 Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client 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. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

6. Contractor's Mark. Client 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.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has





arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of Los Angeles, State of California, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of Los Angeles, State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. Except as permitted by law, Contractor activities and all discussions regarding Client website development, including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, business, strategic and marketing plans, and other technical, financial or business information of Contractor, shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement.

12. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

13. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.





18. 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 or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; 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.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 7 (Indemnity), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival) and 24 (No Hire) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 5 years from the Effective Date ("**Initial Term**"). Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term. Client shall permanently delete all copies of the VCMS upon termination of this Agreement.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

28. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Addendum(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. A finance charge of 1.5% per month will apply if full payment is not received





45 days after the date of the invoice. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

*Signatures follow.*

DRAFT



IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "Effective Date" below.

**"Client"**

CASS COUNTY, NORTH DAKOTA

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**"Contractor"**

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS

Signature: \_\_\_\_\_

Name: David M. Nachman

Title: Chief Executive Officer

Date: \_\_\_\_\_, 2016

DRAFT

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C Extra Work (if and when applicable)
- D Maintenance Services (not applicable at this time)





## Addendum A














# website development services

### Included Services

Pursuant to the terms herein, Contractor agrees to provide website development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Website development services include the following:

#### **Content Consulting Plus.**

Contractor will deliver and perform the following as indicated by the applicable check marks:

visionLive content consulting package		Plus
 Content development and migration best practices handout	<input checked="" type="checkbox"/>	
 Website content best practices handout	<input checked="" type="checkbox"/>	
 Website persona template	<input checked="" type="checkbox"/>	
 Communicating with your audience template	<input checked="" type="checkbox"/>	
 Task process evaluation template	<input checked="" type="checkbox"/>	
 Writing for the Web textbook	<input checked="" type="checkbox"/>	
 Scheduled follow up consultation (1 hour via WebEx)	<input checked="" type="checkbox"/>	
 Analytics report	<input checked="" type="checkbox"/>	
 Customized plain language exercise handouts	<input checked="" type="checkbox"/>	
 Customized content strategy	<input checked="" type="checkbox"/>	
 Content strategy presentation to project stakeholders (2 days on-site)	<input checked="" type="checkbox"/>	
 General content strategy overview (1 hour via WebEx)	<input checked="" type="checkbox"/>	
 Personalized content strategy training (1 day on-site)	<input checked="" type="checkbox"/>	



### **Navigation and Graphic Design Navigation and Graphic Design.**

The Contractor will consult with Client on how to organize Client website content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content. The Client will review the homepage layout wireframe and may provide feedback to Contractor. The Contractor will then provide Client with three draft homepage design concepts via Client-accessible software or as an email attachment ("**Delivery**"). The Client will select one homepage design concept for implementation in the website. The Contractor will revise only the selected homepage design concept. After Client reviews the final homepage design concept, the Contractor will provide three interior page designs per standard layouts available through Contractor's template builder and VCMS widget requirements. The Contractor will deliver the following:

- Three homepage design concepts
- Approved homepage design
- Up to three interior page templates

#### **Responsive Website Design with visionDesigner™**

Client's website will be implemented with Responsive Web Design (RWD) ensuring content automatically resizes to fit mobile, tablet and monitor screens. While RWD will make the website viewable across all devices, Client may need to adjust content for readability and to improve usability on smaller screens. visionMobile Designer™ enables Client to move, hide and reorder content to create an optimized mobile view of the website.

### **Vision Content Management System™ Interactive Components and Features.**

The Contractor will implement Client's website using the VCMS. Customization of the VCMS includes the frontend graphic design and layout as well as adding or subtracting fields.

The VCMS will be implemented with the components provided under Addendum B.

### **Integration of Third-Party Components and Databases.**

- Active Directory Integration
- Online Payment Integration
- SMS Component
- Streaming Video Center

#### **Additional HTML Template**

The Contractor will provide Client an HTML template that vendors of third-party components can use. Contractor will also integrate links to these third-party components into the overall website navigation. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

### **Customizations.**

#### **Inmate Search Customization**

Contractor will create custom Inmate Search functionality and widgets. Website users will be able to search through databases by selecting dropdown columns including name, date of birth and booking date. The Inmate Search will feature a filter box and sortable columns. The Inmate Search will be implemented as follows:

##### Current Inmate Roster

- There will be no custom component required, thus, end users are only able to modify the data via the CSV data source from Document Central
  - To update the CSV data source, end user should update the CSV (following the required format or set of columns) from the Document Central component.
- CSV data should not exceed a thousand rows for optimum performance





- CSV file is required to have the following columns:
  - Name
  - Sex/Gender
  - Race
  - Date Of Birth
  - Booking Number
  - Description
- One Responsive List/Grid Widget styled to match the standard list/grid widgets in the CMS
- The new widget will display the following columns:
  - Name
  - Sex/Gender
  - Race
  - Date Of Birth
  - Booking Number
  - Description
- The new widget will use grouping (drill down) based on the Name column

#### All Inmates

- There will be no custom component required, thus, end users are only able to modify the data via the CSV data source from Document Central
  - To update the CSV data source, end user should update the CSV (following the required format or set of columns) from the Document Central
- CSV data should not exceed a thousand rows for optimum performance
- CSV file is required to have the following columns:
  - Statute ORI
  - Last Name
  - First Name
  - Date Of Birth
  - Sex/Gender
  - Race
  - Booking Date/Time
  - Description
- One Responsive List/Grid Widget styled to match the standard list/grid widgets in the CMS
- The new widget will display the following columns:
  - Statute ORI
  - Last Name
  - First Name
  - Date Of Birth
  - Sex/Gender
  - Race
  - Booking Date/Time
  - Description

#### ND Court Inmates

- There will be no custom component required, thus, end users are only able to modify the data via the CSV data source from Document Central
  - To update the CSV data source, end user should update the CSV (following the required format or set of columns) from the Document Central
- CSV data should not exceed a thousand rows for optimum performance
- CSV file is required to have the following columns:
  - Statute ORI
  - Name
  - Date Of Birth
  - Sex/Gender
  - Race



- Docket Number
- Booking Date/Time
- Description
- One Responsive List/Grid Widget styled to match the standard list/grid widgets in the CMS
- The new widget will display the following columns:
  - Statute ORI
  - Name
  - Date Of Birth
  - Sex/Gender
  - Race
  - Docket Number
  - Booking Date/Time
  - Description

**Auditor’s Lot and Plat Index (Directory Customization)**

Using the VCMS’s generic directory, Contractor will create two custom directories: one for the **Subdivision Plat Index** and one for the **Auditor’s Lot Index**. This will allow for managing data similar to a standard component in the backend of the CMS. Workflows or Approval Cycle will not be available for these custom directories. Data for these custom directories must be contained within one database table (not multiple or separate database tables). Client shall provide the CSV file for the following columns:

The Subdivision Plat Index will have the following columns:

<b>Subdivision Plat Index</b>	<b>Searchable (Contains)</b>
Addition Name (text)	Yes
ID# (text)	Yes
Description (text)	Yes
City (text)	Yes
TWP/RNG/SEC (text)	Yes
MO/D/YR (date)	No
A/D/V (text)	Yes
Plat Links (text)	No
Notes (text)	Yes

The Auditor’s Lot Index will have the following columns:

<b>Auditor’s Lot Index</b>	<b>Searchable (Contains)</b>
Auditor’s Lot (text)	Yes
ID# (text)	Yes
TWP/RNG/SEC (text)	Yes
TWP/RNG (text)	Yes
Section (text)	Yes
QSEC (text)	Yes
MO/D/YR (date)	No
Lot No (text)	Yes
Links (text)	No

CSV data should not exceed 1,000 rows for optimum performance. The foregoing will be displayed through a custom directory list widget, appearing as a table in the website front end.

Contractor will perform a one-time migration of all content, excluding images and documents for the fields in the Subdivision Plat Index and Auditor’s Lot Index. Client shall manually upload additional content, images, and documents; client will upload these images and documents to a separate database and link to them from the VCMS. Content, excluding documents and images, will have an import function via CSV.





## Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum A for \$109,420.

<b>Service</b>	<b>Cost</b>
Advanced Website Analysis	\$3,000
Website Development Package <ul style="list-style-type: none"> <li>➤ One day onsite consultation session</li> <li>➤ Navigation and Graphic Design (including Sitemap Consultation)</li> <li>➤ VCMS</li> <li>➤ Up to 200 pages of content migration</li> <li>➤ Integration of third-party tools</li> <li>➤ Three consecutive days of onsite training</li> <li>➤ Content Consultation Plus Package</li> </ul>	\$75,900
Detailed Style Guide	\$530
Search Engine Registration	\$270
Customization: Inmate Search	\$9,720
Customization: Plat Index & Auditor's Lot (Custom Directory)	\$20,000
<b>Total</b>	<b>\$109,420</b>

2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 40% of the total cost;
- (b) A payment equal to 20% of the total cost upon Contractor's Delivery of the draft homepage design concepts to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

3. Non-Contractor Hosting. If Contractor is not providing hosting services under Addendum B then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

## Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website 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. Website 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. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website 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 website 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.

DRAFT



## Addendum B

# *visionLive™ subscription services* plus edition

## Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") as provided below. 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:

**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. The shared server hosting service includes:

- › SOC-certified datacenter
- › Full hardware redundancy
- › Redundant generator backup
- › Daily data backups
- › Intrusion protection
- › 24/7 monitoring
- › 99.9% uptime
- › DDoS mitigation service
- › Up to 250 GB of website content storage
- › Standard disaster recovery service with 90 minute failover

**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 also include:

- › Dedicated Account Manager
- › Account Management\*
  - Semi-annual account reviews (Health Checks)
  - Semi-annual site analytics report
  - Semi-annual graphics site audit
  - Up to 30 hours of site improvement credits\*\*
- › Education and Training
  - Training and best practices webinars
  - Access to On-Demand Training Library
  - On-going new user training (via remote meeting service)
  - Monthly office hours (via remote meeting service)

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

\*\* Thirty site improvement credits will be available beginning the second 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.

**VCMS Licensing Services.** Contractor will provide a license to the Plus edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:












## visionCMS™ Functionality




















### Site Administration & Security

	Advanced WYSIWYG Editor	✓
	In-page Editing	✓
	User Management & Security	✓
	Navigation Management	✓
	Accessibility Features	✓
	visionMobile Designer	✓
	Approval Cycle *	✓
	Mega Menu Designer *	✓
	Extranet (Password Protected External Content)	✓

### User Experience & Interactivity

	Calendar	✓
	FAQs	✓
	Facility Directory	✓
	Staff Directory	✓
	Service Directory	✓
	Google Translation	✓
	Online Form Builder	✓
	News Postings	✓
	Job Posts	✓
	Facilities/Events Registration	✓

\* Requires an Implementation fee

		Plus Edition
	Online Polling	✓
	Citizen Request Management Tool	✓
	Business Directory	✓
	RFP Posts	✓
	Online Payments	✓
	visionSearch	✓
	Job Application Manager	✓
<b>Outreach, Media &amp; Social Networking</b>		
	eNotification Tool	✓
	Emergency Alerts	✓
	RSS Feeds	✓
	Facebook & Twitter Feed Readers	✓
	Audio & Video Embedding	✓
	Photo Gallery & Slide Show	✓
	visionSocial	✓
	Streaming Video Center	✓
<b>Developer Features</b>		
	Import/Export	✓
	APIs	✓
	Sandbox Test Environment	✓



**Additional Interactive Components and Features**

- › None at this time.

**VCMS Licensing Services include:**

- › Periodic functional enhancements.
- › New visionLive™ Interactive Components that may be released from time to time by Contractor.
- › Bug fixes to the VCMS code.
- › Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

**VCMS Licensing Services do not include:**

- › Optional Interactive Components.
- › Modules, Programs, or Software Applications.
- › Conversion to new platforms.
- › Modification of third-party products.
- › Compatibility with Client's third-party products.
- › Website design services.
- › All other services not expressly provided for in this Agreement and its applicable Addendum(s).

**Customizations.** The following are customizations provided in Client's project: (1) Inmate Search (2) Subdivision Plat Index and Auditor's Lot (Directories customizations).

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved 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 at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

## Subscription Fees

**Rate:** All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$15,458 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices will be due and payable by Client within 30 days. Websites exceeding 250 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.





## Addendum C-\_\_

*extra work*

### ***Sample Only.***

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

Contractor and Client hereby mutually acknowledge and agree that:

1. On DATE, Contractor and Client entered into the Master Services Agreement ("Agreement"), incorporated herein by reference.
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control only to the extent of the services provided in this Addendum, and not any other subject matter covered by the Agreement.

### Included Services

### Extra Work Fees

Client agrees to pay Contractor as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum for [\$a,bcd].
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.

**OR**

Payment. Contractor will submit an itemized invoice to Client for the payment required by this Addendum, and the invoice will be due and payable by Client within 30 days.