

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into this 6th day of February, 2018, by and between the City of Maricopa, an Arizona municipal corporation (“City”), and Vision Technology Solutions, LLC, a Delaware limited liability company (“Consultant”) for services related to the redesign and maintenance of the City’s website (the “Project”).

RECITALS

A. After a competitive procurement process, the City of Tempe (“Tempe”) entered into Contract Number IT10-121-01 effective May 6, 2017 through May 5, 2022 (the “Tempe Contract”) for the Consultant to provide professional services. A copy of the Tempe Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 3-223 of the City of Maricopa’s City Code, to purchase such materials and services under the Tempe Contract and the Tempe Contract permits its cooperative use by other public entities including the City.

C. The City and the Consultant desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Tempe Contract; (ii) establishing the scope of work (“Services”) to be provided by Consultant as more particularly set forth in Section 2 below; and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the City and the Consultant hereby agrees as follows:

1. **TERM OF AGREEMENT.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until, the later of the completion of the Project or May 5, 2022 (the “Term”), unless extended or terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Tempe Agreement.

2. **SCOPE OF SERVICES:** Consultant agrees to perform the Services related to the redesign and maintenance of the City’s website as specifically set forth in Exhibit B, which is incorporated herein by reference.

3. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, the City shall compensate the Consultant for its services as follows:

See Exhibit B, which is incorporated herein by reference

In no event, shall the total compensation under this Agreement exceed \$50,000.00. Exhausting the total amount payable for activities described in Section 2 above shall not relieve Consultant of its obligations to perform such services.

4. **CONSULTANT'S BILLING:** Payment shall be made by the City to the Consultant on the basis of invoices submitted which must include a detailed itemization of all services and materials included, copies of receipts or billings as requested, and is subject to review and certification of the City's authorized representative prior to payment.

5. **ACCEPTANCE OF SERVICES:** The City or its designee shall have the right to reject all or any Services product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Consultant agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected Services until such deficiencies have been corrected.

6. **NOTICES:** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa
Attn: City Manager
39700 West Civic Center Plaza
Maricopa, AZ 85139

If to Consultant:

Vision Technology Solutions
Attn: Terry Williams
222 N. Sepulveda Blvd, Suite 1500
El Segundo, CA 90245

7. **TERMINATION:**

7.1 Termination by the City for Cause. The City may terminate this Agreement if the Consultant (i) fails to fulfill in a timely and proper manner its obligations under this Agreement; or (ii) is otherwise guilty of substantial breach of a provision of the Agreement. In the event of such termination, Consultant shall deliver to City all work in any state of completion at the date of effective termination.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies and after giving the Consultant ten (10) days written notice, terminate this Agreement with the Consultant.

When the City terminates the Agreement for one of the reasons stated above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

Upon the receipt of a notice of termination from the City, Consultant shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the City copies of data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in the performance of this Agreement.

7.2 Termination by the City for Convenience. The City may terminate this Agreement without cause by giving Consultant thirty (30) days written notice. No termination is allowed in the Development Phase of this Agreement. Such termination shall not prejudice any other right or remedy the City may have under this Agreement. If this Agreement is terminated without cause, Consultant shall be paid for work performed to the date of receipt of such termination notice.

8. **INSURANCE:**

8.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors,

officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute a written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification

of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 2048 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

8.2 Required Insurance Coverage.

a. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization

shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

9. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City and its elected and appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses, penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to , any injury or damages claimed by any of Consultant's and subcontractor's employees. This section shall survive the expiration or early termination of the Agreement.

10. **ARBITRATION:** The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim of controversy must first be

presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, in the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Consultant and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Consultant shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Consultant. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

11. **GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

12. **LICENSE:** Consultant represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Consultant understands that the activity described herein constitutes "doing business in the "City of Maricopa" and Consultant agrees to obtain a business tax license pursuant to the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate city limits, will invoke the same business tax regulations on any subcontractors, and Consultant ensures its subcontractors will obtain any required business tax license.

13. **ISRAEL BOYCOTT:** Consultant shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01

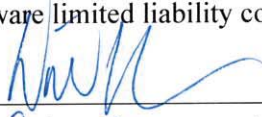
14. **CONFLICTING TERMS:** In the event of any inconsistency, conflict or ambiguity between the terms of this Agreement and the Tempe Contract, the terms of this Agreement shall govern. Notwithstanding the foregoing, unauthorized exceptions, conditions limitations or provisions in conflict with the terms of this Agreement or the Tempe Contract (collectively, "Unauthorized Conditions"), other than the City's specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Tempe Contract shall not alter or relive

Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONSULTANT:

Vision Technology Solutions, LLC, a
Delaware limited liability company

By: 
Title: CHIEF EXECUTIVE OFFICER

City Of Maricopa an Arizona
municipal corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras, CMC
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons
City Attorney

EXHIBIT A

TEMPE CONTRACT

visionLive™ Subscription Services Agreement
Vision Internet Providers Incorporated
Account Terms and Conditions

These Terms and Conditions, and any addendum attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and CITY OF TEMPE (the "Client"), and supersedes any other written or oral agreement with regard to the Subscription Services provided for herein. Client and Vision Internet are sometimes individually referred to as "Party" and collectively as "Parties."

1. Ongoing Service Provisions

Pursuant to the terms herein, Vision Internet agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the Client's website, which utilizes Vision Internet's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Vision Internet and Client ("Website Development Agreement"). Unless otherwise provided herein, to the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of the Website Development Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement and/or this Agreement. Vision Internet will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**

Vision Internet 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.

(b) **Upgrade Services**

Vision Internet will provide Upgrade Services which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Vision Internet and Client.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

Client understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. Client understands and agrees that Supported Web Browsers for the backend of the website currently are the latest released versions at the time of Completion of Firefox and Internet Explorer. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Vision Internet at its discretion are herein referred to collectively as the "Supported Web Browsers".

To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Vision Internet 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 the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year four of an uninterrupted Subscription Services agreement, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Vision Internet will not develop a sitemap or new content as part of the redesign, but will assist the Client in transferring existing content into the new design

2. Fees

Rate: \$6,600 per year payable to Vision Internet in U.S. funds in advance, which rate shall be increased by four percent (4%) per year, for each year of the Initial Term (defined below), and any and all renewal terms, as provided in Section 3 below. Vision Internet shall invoice Client annually within thirty days of start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work ("Extra Work"). Notwithstanding Section 7 of the Website Development Agreement, Extra Work will be billed at Vision Internet's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr. Client shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, fees to any third party vendors if applicable, and websites exceeding 10GB of storage. Websites exceeding 10GB of storage shall be subject to a

monthly fee of \$50 per 5GB increment. Maintenance work is considered Extra Work as defined herein. Calls outside of Business Hours not deemed an emergency as defined above will be subject to a minimum fee of \$135.

3. Term

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of three (3) years thereafter (the "Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that all rates, fees, charges, and compensation payable to Vision Internet hereunder shall be increased by four percent (4%) per year, for each annual renewal term extending the term hereof. Upon termination of the hosting of Client's website by Vision Internet, Vision Internet will transfer the website to a successor hosting service at the then current prevailing rate.

4. Subscription Services Website Usage

(a) The Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) The Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

(c) The Client shall not misuse any of Vision Internet's resources or cause any disruption to Vision Internet's 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").

(d) The Client shall not use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other parties, including but not limited to, other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Vision Internet's services as a door or signpost to another server.

(e) The Client shall not use Subscription Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f) The Client will have password access to the VCMS through the Subscription Services.

The Client agrees to be responsible for keeping all passwords secure and will immediately notify Vision Internet if a password is lost, stolen or compromised in any way. The Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits established by Vision Internet.

5. Disclaimers and Acknowledgments

(a) The Internet

(i) The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that 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 Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of its files. The Client assumes all risk and liability of its use of the Internet.

(ii) The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client shall hold Vision Internet harmless from any damages that may result.

(iii) To the extent provided herein, Vision Internet agrees to the limitation of liability provision under Section 11 of the Website Development Agreement. Vision Internet does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of Client. **VISION INTERNET MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time outside of scheduled and routine maintenance, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by Client. Contractor shall not be responsible for any consequential, indirect, special, incidental or punitive damages arising out of or related to this Agreement.

(iv) The Client acknowledges that the information available through the Internet may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

(b) Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision Internet shall not be responsible for maintaining or renewing domain names, digital

certificates, or any other third party registrations.

(c) **Weekly Backup**

At a minimum, Vision Internet will provide Client with weekly updates to the backup for \$105/month.

6. Indemnification

To the extent provided herein, Vision Internet agrees to the indemnity provision in RFP 10-121 of the Website Development Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

7. Defaults

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

- (a) Any Misuse of Vision Internet resources that disrupts Vision Internet's business.
- (b) The Client's breach of any representation, warranty, term or provision of this Agreement.

8. Remedies

(a) If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet may discontinue or suspend access to the Client's Website without prior notice, until the violating item(s) have been resolved. However, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted;

(b) If an Event of Default occurs, Vision Internet may immediately discontinue or suspend access to the Client's Website without prior notice and may immediately terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c) If an Event of Default occurs and remains uncured for at least ten (10) days after Vision Internet's delivery of written or email notice to Client, Vision Internet may immediately terminate Subscription Services and this Agreement.

9. Work for Hire and Ownership of Deliverables

To the extent provided herein, Vision Internet agrees to the Work for Hire and Ownership of Deliverables provision under Section 5 of the Website Development Agreement. Vision Internet hereby agrees and covenants that all the results and proceeds of Vision Internet's work and/or services specified herein ("Work Product"), for Vision Internet and all of its agents, employees, officers and subcontractors, shall be owned by the Client, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Vision Internet agrees and covenants that it shall be deemed to have assigned to Client all of its right, title and interests in such results, proceeds and content to the Client, without limitation. Vision Internet agrees to indemnify and hold Client harmless from and against all claims, liability, losses, damages and expenses, including reasonable legal fees and costs, arising from or due to any actual trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Vision Internet agrees to pay to defend any and all such actions brought against the Client. Vision Internet's obligations hereunder shall survive acceptance by the Client of all covenants herein. Notwithstanding anything to the contrary in any of the contract documents, Work Product shall not include the Vision Internet Content Management Tool (also known as the Vision Content Management Tool, VCMT, VCMS and the Vision Content Management System), dynamic components, interactive components (collectively, the "Vision Internet's Proprietary Tools"), and other materials or components reasonably designated by Vision Internet, or any portion thereof, which: (a) have been previously made available to the public or which is made available to third parties by Client hereafter (except through ordinary interface with or use of Client's website by members of the public), and/or (b) which was already in Vision Internet's possession prior to services performed under this Agreement ("Vision Internet's Proprietary Information"). Vision Internet shall retain all right, title, and interest in all of Vision Internet's Proprietary Tools and Vision Internet's Proprietary Information; however, Vision Internet hereby grants to Client a perpetual, non-exclusive, royalty free license to use for its own use any of Vision Internet's Proprietary Tools and Vision Internet's Proprietary Information that is embedded in the Work Product.

10. Other

(a) The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

(b) The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

(c) Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Arizona. Any cause of action of the Client with respect to the services provided hereunder must be instituted within two years after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Maricopa.

(e) Intentionally omitted.

(f) Intentionally omitted.

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

(h) 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.

(i) 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 ten (10) days after occurrence of such cause or event.

(j) This Agreement, including any attached addendum, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between Client and Vision Internet prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k) 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. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l) Intentionally omitted.

(m) All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or e-mail; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each party as follows:

(1) Client: City of Tempe, AZ
Address: 120 E 5th St, Second Floor - IT
Tempe, Arizona 85281
Attn: Lisa Ernst
E-mail: lisa_ernst@tempe.gov

CC City: City of Tempe
660 S. Mill Ave, Suite 204
Tempe, Arizona 85281
Attn: Sylvia Cardenas
E-mail: sylvia_cardenas@tempe.gov

(2) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor
Santa Monica, California 90403
Attn: Steven Chapin
Cc: Rose De Vries
e-mail: contracts@visioninternet.com

(n) This Agreement is governed by the laws of the State of Arizona. In the event of a dispute, either party may call for escalation by written notice to the other. Within five (5) business days of such notice, each party will designate a representative with authority to make commitments that would resolve the dispute. The parties' representatives will meet in person or by telephone ("Dispute Conference") within ten (10) business days of their designation and will negotiate in good faith to resolve the dispute. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party will initiate litigation until ten (10) business days after a failed attempt at mediation as set forth below. If the parties cannot themselves resolve a dispute arising out of or related to this Agreement, they will attempt to resolve such dispute through non-binding mediation in Maricopa County, Arizona, with the parties sharing equally the costs of mediation. The parties shall select an independent mediator experienced in commercial information systems contract disputes, and each shall designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation shall be left to the discretion of the mediator and the designated party representative and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other party. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party will initiate litigation until at least ten (10) days after the first mediation conference, unless the other party has materially breached its obligations set forth in the preceding sentence. Except where clearly prevented by the issue in dispute, both parties shall continue performing their obligations under this Agreement while the dispute is being resolved under this Section, unless and until the dispute is resolved or until this Agreement is terminated as provided herein. Except for disputes relating to the payment of Vision Internet fees as set forth in Section 4, the time frame for a party to cure any breach of the terms of this Agreement shall not be tolled by the pendency of any dispute resolution procedures. Notwithstanding anything contained in this Agreement to the contrary, the parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such equitable relief in a court of competent jurisdiction.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

CITY OF TEMPE, a municipal corporation

DATE: 3/19/14 By: 

Print Name Michael Greene, Central Services Administrator

DATE: 3/19/14 By: 

VISION INTERNET PROVIDERS, INC.

DATE: 3/21/14 By: 
STEVEN CHAPIN, President

Addendum 1 to Subscription Services Agreement

Client and Vision Internet may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Vision Internet and Client conflicts with this the Included Interactive Components and Features table below, then the below table shall supersede, replace, and amend any and all conflicting provisions of such prior agreement.

1. Included Interactive Components and Features

The following are the initial Included Interactive Components and Features provided in Client's project, subject to upgrades and revisions based on Vision Internet's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee:

SITE ADMINISTRATION AND SECURITY

- | | |
|---|---|
| • Audit Trail Log | • Flexible Site Variable Settings |
| • Backend Content Title Search | • Image Library |
| • Backend Dashboard | • Page Template Library |
| • Broken Link Reporter | • Personal Toolbar |
| • Content Review and Publishing | • Role-Based Security |
| • Component Manager | • Scheduled Content Review |
| • Content Scheduling | • SiteMaster™ Template Builder |
| • Context Sensitive Online Help | • Submission Validation (reCAPTCHA) |
| • Departmental Page Restrictions | • Recycle Bin |
| • Document Central | • Updated and Expired Content Reporting |
| • Drag and Drop Multiple File and Image Uploading | • Web Traffic Statistics |
| • Email Address Masking | • Widget-based Layout Options |
| • Enhanced User Interface | • Workspace |

CONTENT EDITING

- | | |
|---------------------------|-------------------|
| • Advanced WYSIWYG Editor | • Table Wizard |
| • Search and Replace | • Undo/Redo |
| • Spell Checker | • User Commenting |
| • Style Gallery | • Version Control |

ADVANCED NAVIGATION MANAGEMENT

- | | |
|---------------------------------------|----------------------------|
| • Automatic Breadcrumbs | • Navigation Control |
| • Connected Pages | • Navigation Redirect |
| • Content Categories | • Page Linking |
| • Dynamic Drop Down Menus | • Quick Links |
| • Error 404 (Page Not Found) Handling | • Single-Source Publishing |
| • External Link Splash Page | • Site Search (Google CSE) |

- Friendly URL Redirect
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

2. Customizations

The following are customizations provided in Client's project:

- None.

EXHIBIT B
PROPOSAL



VISION™

City of Maricopa

Website Quote

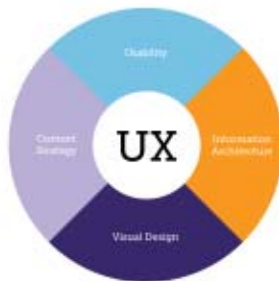
John Redfern
Regional Sales Manager
(310) 266-0243 phone / (310) 656-3103 fax
jredfern@visioninternet.com

Vision
222 N Sepulveda Blvd, Suite 1500
El Segundo, CA 90245
www.visioninternet.com
Date: December 28, 2017

The Vision Difference

Vision has created more than 700 websites for local government agencies over the last 20 years. This experience has given us deep insight into the three key ingredients that are required to successfully create and maintain an effective website. With Vision, you're getting more than a redesign.

You will receive:



A Successful Website Development

We will conduct a comprehensive User Experience (UX) Analysis to help you uncover who your customers are, what information they seek and how they prefer to access it. This insight will drive the creation of a website layout and navigation approach that will be intuitive and easy for them to use.



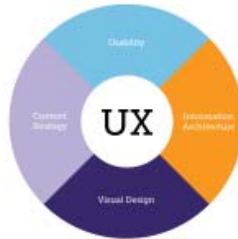
A Technology Platform That Evolves Over Time

We will provide a flexible, powerful Content Management System (CMS) that will not only equip your users with intuitive tools to maintain content, but place control in your hands to control your homepage, mobile experience and search. On-going enhancements to the system are included and ensure you will have the tools to respond effectively to your needs, now and in the future.



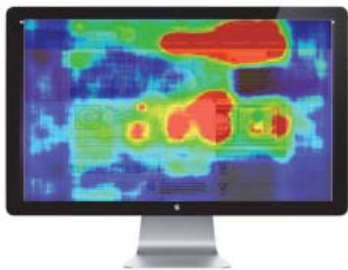
A Relationship That Supports and Enables You

We will provide comprehensive services and on-going support to help you evolve to meet the challenges of tomorrow. With this relationship, you will stay informed about the latest trends, regulations and more.



A Successful Website Development Project

In order to create a website that effectively serves, represents and delights your community, you must take the time to understand your community and their needs. Vision's User Experience (UX) focused approach will guide you through a process of discovery to learn about your website visitors in order to make more informed decisions for your website redesign. This process has consistently delivered superior results by allowing committees to work from facts instead of opinions as they develop their website's layout, navigation and design.



Usability & Information Architecture

We will use multiple methods to gather data about how your residents are currently using your website, including surveys, reviewing your website analytics data, and capturing heat maps, like the one to the left, to learn where users are looking on your website and how they use your menus and content. This knowledge will inform the creation of an intuitive layout and navigation structure for your new website.



Content Strategy

We will teach your staff how to write effective, action-oriented content in order to make it easier for your site visitors to understand the information that is presented to them. Ensuring your website includes clear, effective content is one of the most critical parts of developing a website that is easy to use for your resident-customers.



Visual Design

We will collaborate with your team to develop a visually stunning design for your website that not only reflects the unique brand of your organization, but also helps elegantly display content on all devices.

The website design process went much smoother than I could have predicted. Design for our committee can be complex. The justification that went into the "why" before we talked about the "what" made the case. The analytics, heat maps, research, etc. made it easy for us to approve the "what" – the designs.

Ashley Downton,
Communications Specialist



A Technology Platform That Evolves Over Time

Maintaining an effective website requires the flexibility to adapt and respond to your community's evolving needs. The functionality offered through the visionLive™ CMS will not only equip your users with intuitive tools to maintain content, but will continually evolve to help you address the challenges of tomorrow.



Comprehensive Functionality

You will be equipped with tools that will help you create and maintain a highly interactive website, including a calendar, citizen request manager, form & survey builder, online payments and more. You can see a full listing of included features in the visionLive™ edition tables at the end of the quote.



Flexibility

With the tools built into visionLive™, you will be able to change your website's background image, swap out buttons and even create a new homepage if needed. Consider this example from the City of Glendale. On an average day, the site's homepage showcases the landscape and beauty of the community. However, on election night, the website is flooded with traffic seeking the results. With just a few clicks in the CMS, the communications team at Glendale can overwrite the homepage to display all relevant election information.



Accessibility

You will have the technology and training to enable you to comply with WCAG accessibility requirements, including mouse-free navigation, required alt-tags, form field labels, responsive layout and more.

This is my eighth career website, and visionLive™ is the best content management system I have had the privilege of working with. It is beauty as well as function."

Mandy Cawby,
WaterOne



A Relationship That Supports and Enables You

In the past five years, customers' expectations in the digital world have grown dramatically. The next five years will be no different. In this environment, waiting 3-5 years between redesigns makes it difficult, if not impossible, to maintain a website that serves, represents and delights the community. To help you evolve to meet the challenges of tomorrow Vision provides comprehensive services as part of visionLive™.



Unlimited Technical Support

You will be able to call or email us with questions about how to perform advanced tasks, configure the system, report issues or accomplish some organizational need in the best way possible. For issues that occur after business hours, emergency staff support is provided 24 hours a day, 7 days a week.



On-going Training

In addition to the training included as part of the development process, you will have access to on-going training opportunities, like on-demand training videos, free live training webinars and more. These sessions will focus on CMS functionality, client best-practices and general trends from the industry, such as transparency, accessibility and content strategy.



On-going Website Quality and Analytics Reports

You will receive periodic reports to help you track key metrics over time, including most frequently accessed pages, top entry and exit pages, mobile traffic and more. These reports will give you the insight needed to gauge the effectiveness of your website and an attractive document to share with internal stakeholders interested in how your website is performing.



Innovation in Online Government Academies

You will be able to participate in Vision's Innovation in Online Government Academies, which are regional conferences that bring our clients together for educational sessions designed to help get the most out of your website and includes valuable time to network with other local government staff from your area.

We have found such amazing success working with Vision. Their ability to deliver results when handed complex problems has been inspiring.

Brian Nye,
Creative Director

Showcase Project

City of San Marcos, CA



Before

After

Population:

90,000

Launch:

2016

More About San Marcos

Also known as the "Valley of Discovery," the City of San Marcos maintains a small town atmosphere despite its rapid growth. Partnering with Vision, the city focused on ensuring that key information and services were easily accessible to residents on their new website. After working with Vision's UX Experts, San Marcos leaders knew their residents had high expectations for their community website, and could benefit from a streamlined view of the city's plentiful recreation options. To that end, they leveraged Vision's Facility Directory to highlight the community's 60 miles of trails, 29 parks and 11 recreation centers.

"Today, residents expect the same level of innovation and transparency from government as they do from consumer products and services around the world. To meet this expectation, the City of San Marcos' new website showcases an improved design with the most popular items right up front, making it easier to navigate the site."

Sarah Macdonald,
Communications Officer

Showcase Project

City of Oklahoma City, OK



More About Oklahoma City

This thriving state capital redesigned their website in order to better serve their large and diverse population, and make it easier for staffers to use. They partnered with Vision to study the User Experience of their existing site and found clear areas of improvement. Leveraging this analysis-focused approach, Vision design a new site that made it light-years faster for residents to find and accomplish their most-requested tasks. Post-launch, the city and their workers have eagerly embraced the new, easier to use website.

"Before the redesign, employees didn't have confidence sending residents to our website for information. Now, with improved content, mobile responsiveness and more, it's a valuable resource that serves employees and residents."

Zach Nash,
Communications & Marketing Manager

Showcase Project

City of Olathe, KS



Before

Population:

134,000

Launch:

2016

More About Olathe

With over 30 neighborhood and community parks, 57 miles of public trails, and 2 public lakes, it's no wonder why the city adopted the Shawnee Indian word for beautiful - "olathe". This thriving city partnered with Vision to build a website that not only depicts the beautiful community but also provides residents with easy access to the most frequently visited city services. The new, customer-focused website makes navigation a breeze and allows users to access it across all digital platforms.

"Our goal was to make the experience easier for those who visit the website and conduct business with the City of Olathe. We're excited that the new website prominently features the most-frequently requested service topics with action icons on the homepage."

Michael Copeland,
Mayor

Implementation Flow

1 Project Visioning	Key Milestones: UX Analysis & Consultation Content Strategy Collect/Compile Logos & Images Approved Homepage Layout	Duration: 5 Weeks Vision Staff: Project Manager Certified UX Consultant Art Director/Designer
2 Graphic Design	Key Milestones: Design Visioning & Consultation with our Graphic Designer Initial Design Concepts & Revisions Approved Homepage & Interior Page Design	Duration: 6 Weeks Vision Staff: Project Manager Art Director/Designer
3 Development & Training	Key Milestones: Programming of Website User Acceptance Testing Content Preparation & Migration Identification of Additional Work (if needed) End User Training on visionLive™	Duration: 11 Weeks Vision Staff: Project Manager Training Manager Technical Support Manager
4 Go-live & Maintenance	Key Milestones: Final Content Check DNS Update Public Launch of Website Transition of Client Success Manager through visionLive™	Duration: 5 Weeks Vision Staff: Project Manager Technical Support Manager Client Success Manager

Project Estimate

Features Included		Professional Services
Project Visioning	Advanced UX Analysis & Consultation Content Strategy Training Approved Information Architecture Approved Wireframe/Homepage Layout 1 Onsite Project Consulting - One Day	
Graphic Design	Approved Homepage Design Approved Interior Page Design 1 Advanced UX Analysis Package	
Development & Training	CMS User Training 1 Onsite CMS User Training - Two Days	
Go-live & Maintenance	Final Quality Assurance Check Go-Live Site Launch 1 Website Development Package	
Project Fee	\$43,930.00	
		Subscription
Software	Monthly Software Updates 1 vLive Plus Edition	
Support	Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) Training Webinars and On-Demand Video Library Best Practice Webinars and Resources Site Improvement Credits Account Reviews	
Hosting	Robust Hosting DDoS Mitigation Disaster Recovery Data Security	
Annual Recurring Fees	\$10,000.00	

5 Year Total Cost Summary

Year 1	
Included Professional Services and FREE 1 st Year of: vLive Plus Edition	\$43,930.00
Year 2	
2 nd Year of: vLive Plus Edition	\$10,000.00
Year 3	
3 rd Year of: vLive Plus Edition	\$10,500.00
Year 4	
4 th Year of: vLive Plus Edition	\$11,025.00
Year 5	
5 th Year of: vLive Plus Edition	\$11,576.00
5 Year Total	\$87,031.00

Additional Information

Included Warranty

All unmodified programming code developed by Vision is warranted to be free of any material errors or bugs so long as the City of Maricopa maintains a visionLive™ Subscription.

Duration of Offer

Vision agrees to perform the services at the prices quoted in this proposal. This quote is valid for 180 days.

Website Accessibility

The website frontend navigation and graphic design will be generally compliant with WCAG 2.0 A.

Ownership and Licensing

All rights, title, and interests to the website design and visionLive™ will remain with Vision. However, under your customer agreement, Vision will grant you a license that will enable your organization to reproduce or modify for its own use the website design forever. Further, Vision will grant a subscription-based license to visionLive™, and the City of Maricopa will be free to use visionLive™ so long as you remain a visionLive™ subscriber with a valid customer contract. The City of Maricopa owns all information and content, such as logos and images.

Appendix A: Content Strategy Packages

A critical part of developing a useful, customer-focused website is evaluating and editing the content that exists on your website today. Total page migration shouldn't be your goal; rather, keeping the information that is important to your customer and delivering it in a way that is easily understood should be.

Vision's Content Strategy Consultation provides a highly-customized approach to understanding your customer and evaluating on-line processes. This unique, one of a kind service offering will help you discover the best way to approach your content. In addition, it will encourage and inspire your internal departments by providing a unique, hands-on learning experience led by an experienced Government Content Strategy Expert empowering your staff to look at your website content through your customers' lens. The end result is less pages to manage, a higher satisfaction rate from your customers, and the knowledge and training to write and publish better web content.

visionLive ^{Cloud} Content Strategy Packages		Basic	Standard	Plus
 General content strategy overview (1 hour via WebEx)		✓		
 Content development and migration best practices guide		✓	✓	✓
 Website content best practices guide		✓	✓	✓
 Website persona exercise materials		✓	✓	✓
 Communicating with your audience exercise materials		✓	✓	✓
 Task process evaluation exercise materials		✓	✓	✓
 Writing for the Web textbook			✓	✓
 Customized on-site plain language exercise			✓	✓
 Customized Writing for the Web training for your municipality (1 day on-site)			✓	✓
 Content strategy evaluation & process meeting to create custom content strategy process (1 day on-site)				✓
 Analytics report*				✓

*Available only if Vision is granted access to view analytics

Appendix B: Software Subscription (visionLive™) Details

Vision provides visionLive™, a subscription-based Content Management System and service plan designed to equip you with the technology, expertise and training to keep your website relevant and effective over time. We are offering you our Plus edition, designed to provide appropriate functionality and services for your needs.

If you need more: more storage, more tools, more service - then Plus Edition is for you. This premium edition includes developer-friendly tools, such as our API Library and Sandbox Environment, as well as our most comprehensive on-going service package. You will receive frequent reports to help you monitor the on-going success of your website and will have monthly access to an open office hour with the Vision team. With an even larger bank of Site Improvement Credits at your disposal, you will always have the resources to keep your site fresh, relevant and in tune with your users. The features and services included are outlined below.

visionLive™ 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

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

Hosting

	State of the Art 3rd Party Datacenter (SSAE 16 Type 2 Certified)	✓
	Full Hardware Redundancy	✓
	Redundant Generator Backup	✓
	Daily Data Backups	✓
	Intrusion Protection	✓
	24/7 Monitoring	✓
	99.9% Uptime Guarantee	✓
	State of the Art 3rd Party DDoS Mitigation Service	✓
	Disaster Recovery Facility with On-going Data Replication	✓
	Storage	250 GB

Support and On-going Services

	Site Improvement Credits (annual)	Up to 20 Hours
	Dedicated Account Manager	✓
	Health Checks (Account Review)	Semi-Annual
	Site Analytics Report	Semi-Annual
	Graphics Site Audit	Semi-Annual
	Training & Best Practice Webinars	✓
	Access to On-Demand Training Library	✓
	On-going New User Training (Via WebEx)	✓
	Monthly Office Hours (Via WebEx)	✓

* Unused Site Improvement Credits can be rolled over from year to year during the initial term of your customer agreement.



Thank you

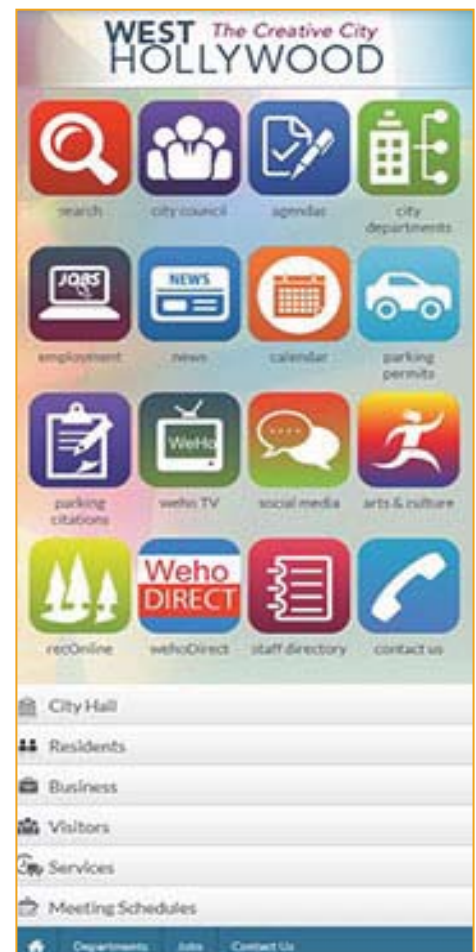
Attachment: Additional Options

Custom Mobile View

Though all Vision sites are implemented with Responsive Web Design you may want to create a customized mobile view for your website. Our approach provides quick and easy navigation to top website content.

Included with the development of the Custom Mobile View:

- Our design team will create a new background for the mobile homepage.
- The mobile homepage will consist of an upper and lower section which will be quick launching links and will be programmed to easily be modified through a new Custom Content section; users will have the ability to modify, add, and remove any buttons as well as manage the URLs of each individual icon/button.
- The upper section will have iOS like icons in 4x4 layouts where we will design the initial sixteen icons.
- The lower section will be a more traditional style buttons similar to the mobile site of West Hollywood, CA (www.weho.org), but without the expansion/collapse capabilities. Vision designers will create the initial six buttons.
- Icon and button titles to be determined based on consultation with your staff.
- Scrolling will be vertical, not horizontal.



Custom Mobile View

Includes implementation of the Custom Mobile View per the specifications above

\$4,500