

**Website Development Services  
Terms and Conditions**

1. These Terms and Conditions, and any attachment signed by the parties attached hereto, represent the complete agreement and understanding ("Agreement") between Vision Internet Providers, Inc., a California corporation ("Contractor"), and Johnson County, Texas ("County"), and supersedes any other written or oral agreement with regard to the website development services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. County and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Contractor will provide the following services to County in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. It is agreed that a designee of County, IT Director, Dan Milan, will be project manager, with decision making authority on behalf of County, for purposes of this Agreement. However, it is understood and agreed that Johnson County is subject to Texas Government Code Chapter 551 (Open meetings Act) and Texas Government Code Chapter 552 (Public Information Act), and nothing herein shall prevent or hinder Johnson County and its officers, officials and employees from complying with such statutes.

3. Contractor agrees to perform Website Development as described in "Attachment A" at a price of \$35,970.

(a) County agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 20% of the total cost upon County approval of the homepage wireframe;
- (iii) A payment equal to 20% of the total cost upon County approval of homepage design comp;
- (iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management System on a Contractor's server;
- (v) A payment equal to 20% of the total cost 31 days from Completion as defined below.

4. Documents & Data; Licensing of Intellectual Property: Upon payment in full, Contractor grants a non-exclusive and perpetual license for County to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, County understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components. Notwithstanding the foregoing, Contractor is being contracted to develop, maintain and make available for use by Johnson County and the public documents, data, content and

records, Said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas.

5. Intentionally omitted.

6. Intentionally omitted.

7. Additional services not covered in this Agreement and extra hours will be presented to County for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's 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. County shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Extra Work as defined herein.

8. Intentionally omitted.

9. County shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

10. County 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 and 10 and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. County 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 2012 R2 ("MS-SQL"). County understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. County is responsible for the costs of all software licensing.

County understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 guidelines on accessibility as follows: Compliance standards will be verified via Watchfire's Bobby™ software to be compliant to automatic checkpoints prior to Completion. County understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by County or any third party.

11. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to County upon transfer of the website to the production server ("Completion"). All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("Warranted Problem") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while County or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon County's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by County to Contractor 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.

12. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

13. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. County acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Contractor may use any web pages developed for the County in any of its own promotional materials as examples of its work only after obtaining specific written permission from the Commissioners Court of Johnson County, Texas for use of specific material in a specific document or communication. County agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

15. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the County's web pages during the effective period of this Agreement. County expressly authorizes Contractor to display and/or modify any County supplied images, data, information and other items in connection with the services provided herein.

16. County agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. County hereby agrees that any text, data, graphics, or any other material published by County on its website is 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 obscenity or libel.

17. Intentionally omitted.

18. Intentionally omitted.

19. Contractor will defend, hold harmless and indemnify County from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. Intentionally omitted.

21. Estimated times are included for convenience. Actual times will vary depending on County interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Texas. Any cause of action of County 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.

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

24. 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.

25. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) 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.

26. 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.

27. 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.

28. 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 or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

29. Intentionally omitted.

30. 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.

31. 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 thirty (30) days after occurrence of such cause or event.

32. In the case of any conflict between the Terms and Conditions, Quote, and Attachment A, the following order of priority shall be utilized: Terms and Conditions, Attachment A, Quote.

33. 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.

34. 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.

35. 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.

36. The Johnson County Contract Terms Addendum to Vision Internet Providers, Inc.'s Website Development Services Agreement is attached hereto and is incorporated herein for all purposes.

37. 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 follows:

(a) County: Name: Johnson County  
Address: #2 main St., Rm 120  
Cleburne, Tx 76033

Attn: Roger Harmon


E-mail: countyjudge@johnsoncountytx.org

Fax: 817-586-6359

(b) Contractor:


Vision Internet Providers, Inc.  
2530 Wilshire Boulevard, 2nd Floor  
Santa Monica, California 90403  
Attn: Steven Chapin  
Cc: Rose De Vries  
Fax: (310) 656-3103

JOHNSON COUNTY

DATE: 7/14/14 By: 

Print Name Roger Harmon Print Title County Judge

VISION INTERNET PROVIDERS, INC.

DATE: 7/2/14 By:   
STEVEN CHAPIN Title: President

## ATTACHMENT A

### Scope of Work

This Attachment A ("Attachment A") describes the Scope of Work for website development services, to be performed by Vision Internet ("Contractor") for Johnson County ("County"). In this document the words "we," "us," and "ours" refer to the Contractor. The word "you" refers to the County.

Implementation of the website will include:

#### Navigation Design

The Contractor will consult with the County on how best to organize your website's content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content.

The Contractor will deliver the following:

- Homepage layout wireframe

#### Graphic Design

The Contractor will provide the County with three homepage design concepts for your approval. The County will select one for implementation in the website. The Contractor will provide revisions of the selected homepage design concept. Upon approval of the final homepage design concept by the County, the Contractor will create up to three interior page designs.

The Contractor will deliver the following:

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

#### Vision Content Management System™

The Contractor will implement the County's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

#### 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
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

#### CONTENT EDITING

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

#### ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Sitemap Generator

#### USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Business Submissions
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Event Registrations
- Event Submissions
- Facilities Directory
- In-page Content Editing
- Job Application Manager
- Job Posts
- Online Polls
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory

*CRH*

*SW*



- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- Single Sign On
- 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

#### ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Extranet (Members Only)
- Google Translate Integration
- Responsive Design with visionMobile™
- SearchBlox Site Search
- Search Engine Registration

#### Additional HTML Template

The Contractor will provide the County with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Attachment A.

*GA*

*SW*

## Implementation Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
<b>Vision Stage</b> <ul style="list-style-type: none"> <li>• Initial kick-off call with County's project manager</li> <li>• Survey preparation and review</li> <li>• Two days of reviewing project goals and timeline</li> </ul>	2 – 4 Weeks
<b>Concept Stage</b> <ul style="list-style-type: none"> <li>• Define navigation strategy</li> <li>• Homepage layout wireframe</li> </ul>	2 – 4 Weeks
<b>Design Stage</b> <ul style="list-style-type: none"> <li>• Unique, custom graphic design</li> <li>• Custom icons, buttons, screen elements, and backgrounds</li> <li>• Homepage design comp</li> </ul>	3 – 4 Weeks
<b>Development Stage</b> <ul style="list-style-type: none"> <li>• Implementation of visionCMS™</li> <li>• Integration of interactive components</li> <li>• Migration of up to 50 pages of content</li> </ul>	4 – 9 Weeks
<b>Quality Assurance, Documentation, and Training Stage</b> <ul style="list-style-type: none"> <li>• Final testing</li> <li>• Customized training manual</li> <li>• Three days of web-based training</li> </ul>	2 – 3 Weeks
<b>Soft Launch &amp; Final Launch</b> <ul style="list-style-type: none"> <li>• Move website to production server</li> <li>• Completed website</li> <li>• Website goes live</li> </ul>	2 Weeks
<b>Total estimated time to launch</b>	<b>15 – 26 Weeks</b>

\* The schedule may vary depending on additional components and participant decision times.

**JOHNSON COUNTY CONTRACT TERMS ADDENDUM  
to VISION INTERNET PROVIDERS, INC's.  
WEBSITE DEVELOPMENT SERVICES AGREEMENT**

**2014**

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This Addendum is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "**County**"), and **VISION INTERNET PROVIDERS, INC.**, hereinafter referred to as "**Vision Internet**". The County and Vision Internet may be collectively referred to as the "**PARTIES**". This is an Addendum to the **WEBSITE DEVELOPMENT SERVICES AGREEMENT** between the Parties. The **WEBSITE DEVELOPMENT SERVICES AGREEMENT** and this Addendum shall constitute the entire and complete **Agreement** between the Parties for **WEBSITE DEVELOPMENT SERVICES**.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the

right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to Vision Internet for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by Vision Internet in reliance on any advice, decision or opinion of the Attorney General of the State of Texas. Johnson County will not knowingly or intentionally sell or disclose any proprietary software or confidential intellectual property of Vision Internet without obtaining permission from Vision Internet. Upon notification of a request for information or other inquiry or action which might cause the release or destroy the confidentiality of Vision Internet software or intellectual property, then Johnson County will notify Vision Internet of such request or inquiry. Upon notification by Johnson County, Vision Internet at Vision Internet's sole expense, may seek to protect the software or intellectual property from release by seeking appropriate court orders or by requesting that the Texas Attorney General provide an opinion that the software or intellectual property may be maintained as confidential and is not subject to release.

12. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by Vision Internet pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

17. The Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.


18. The Service Provider certifies that pursuant to Section 231.006 of the Texas Family Code

that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Service Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.

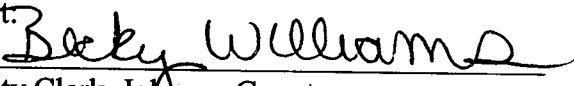
19. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

APPROVED AS TO FORM AND CONTENT:

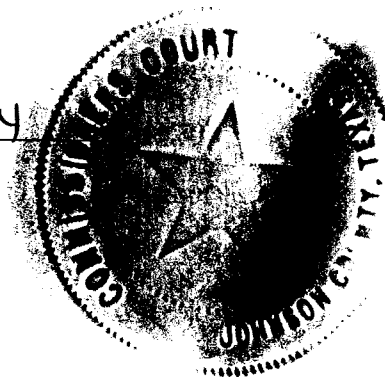
JOHNSON COUNTY:

  
\_\_\_\_\_  
Roger Harmon  
County Judge


7/14/14  
Date

Attest:   
\_\_\_\_\_  
Becky Williams  
County Clerk, Johnson County

7/14/14  
Date



VISION INTERNET PROVIDERS, INC:

  
\_\_\_\_\_  
Steven Chapin, President  
VISION INTERNET PROVIDERS, INC

7/2/14  
Date