

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF CONTRACT AMENDMENT

TO: Tempest Interactive Media, LLC
30 South 15th Street, Suite 1001
Philadelphia, PA 19120

DATE ISSUED: May 13, 2020
CONTRACT NO: 20-845-SS
CONTRACT TITLE: Libris Photoshelter Annual License
AMENDMENT NO: 1

THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-845-SS including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2021

EXPIRES: June 30, 2022

RENEWALS: Three (3) renewals remaining

COMMODITY CODE(S): 92000

LIVING WAGE: Y

ATTACHMENTS:

AMENDMENT No. 1

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Jenny Rose

VENDOR TEL. NO.: (800)274-8774

EMAIL ADDRESS: jenny.rose@tempest.im

COUNTY CONTACT: Scott Baker, AED-AED Convention & Visitors

COUNTY TEL. NO.: (703) 228-0877

COUNTY CONTACT EMAIL: sbaker@arlingtonva.us

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 20-845-SS
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on April 4, 2021 by the County and amends Agreement Number 20-845-SS ("Main Agreement") dated April 27, 2020 between Tempest Interactive Media, LLC ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement hereby additional editor seats to the Scope of Services and revising Exhibit B as follows:

1. **REFERENCE 30. AUDIT:** Audit is hereby deleted in its entirety and replaced as follows:

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

2. **REFERENCE 44. NOTICES:** Notices is hereby deleted in its entirety and replaced as follows:

44. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Jenny Rose
Tempest Interactive Media, LLC
30 South 15th Street, Suite 1001
Philadelphia, Pennsylvania 19102

TO THE COUNTY:

Scott Baker, Project Officer
AED - AED Convention & Visitors Services
1100 N Glebe Rd., Suite 1500
Arlington, Virginia 22201

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

- 3. **INCORPORATION OF SEXUAL HARASSMENT POLICY:** Clause Number 49. Sexual Harassment Policy is hereby added to the Contract Terms and Conditions:

49. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

- 4. Replace Exhibit B, Fee Schedule in its entirety with the attached Revised Exhibit B, Fee Schedule. Pricing from **July 1, 2021 to June 30, 2022** shall be in accordance with Revised Exhibit B, Fee Schedule. The Annual Contract Amount is hereby changed from **\$4,999.00** as set forth in such Contract to **\$7,999.00**, an increase of \$3,000.00.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TEMPEST INTERACTIVE MEDIA, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Matt Kurke
978764BC5AA1452...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

NAME: Matt Kurke
TITLE: CFO

DATE: 4/11/2021

DATE: 4/9/2021

REVISED EXHIBIT B
FEE SCHEDULEPHOTOSHELTER STATEMENT OF WORK | PAGE 2 of 15
PREPARED BY JENNY ROSE, VP OF INTEGRATED MARKETING SERVICES**Fee Schedule**

ONGOING COSTS (recurring on a yearly basis)	
PHOTOSHELTER BRANDS SUBSCRIPTION FEE - 2TB STORAGE, 2 EDITOR SEATS	4,999.00
4 ADDITIONAL EDITOR SEATS	3,000.00
TOTAL ONGOING COSTS:	\$7,999.00 PER YEAR
OPTIONAL ADD-ONS	
ADDITIONAL STORAGE - 1TB	\$1,000.00 PER YEAR
ADDITIONAL USER SEATS - 1 SEAT	\$750.00 PER YEAR