

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
TEMECULA COMMUNITY SERVICES DISTRICT AND VISIONONE, INC.**

**THEATER TICKETING SOFTWARE AGREEMENT**

**THIS FIRST AMENDMENT** is made and entered into as of **June 11, 2024**, by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and VisionOne, Inc., a Corporation, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
  - a. On **July 1, 2021**, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services," in the amount of **\$120,000.00**.
  - b. The parties now desire to extend the term of the agreement to **June 30, 2026**, increase the payment in the amount of **\$80,000.00**, and to amend the Agreement as set forth in this Amendment.
2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.
3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **FIRST** Amendment amount shall not exceed **Eighty Thousand Dollars and No Cents (\$80,000.00)**, for additional years of ticketing software for a total Agreement amount of **Two Hundred Thousand Dollars and No Cents (\$200,000.00)**.
4. Section 13 of the Agreement entitled "**NOTICES**" is hereby amended to read as follows:

"Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day

following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address:** City of Temecula  
Attn: General Manager  
41000 Main Street  
Temecula, CA 92590

**To Consultant:** VisionOne, Inc.  
5260 N. Palm Ave., Ste. 229  
Fresno, CA 93704

5. Exhibit "A" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

6. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**TEMECULA COMMUNITY SERVICES DISTRICT**

**VISIONONE, INC.**

*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
Zak Schwank, TCSD President

By:   
Edli Hernandez, Senior Vice President Operations

**ATTEST:**

By: \_\_\_\_\_  
Randi Johi, Secretary

By:   
Steve Brown, Chief Executive Officer

**APPROVED AS TO FORM:**

By:   
Peter M. Thorson, General Counsel

**CONSULTANT**

VislonOne, Inc.  
6781 N. Palm Ave., Ste. 120  
Fresno, CA 93704  
559-432-8000 phone

**City Purchasing Mgr.  
Initials and  
Date:**

# **ATTACHMENT A**

## **EXHIBIT A Payment Rates and Schedule**

See the attached financial proposal from Accesso Showare.



*accesso ShoWare*  
Financial Proposal for  
The City of Temecula

**Wendi Yanez**  
**Sales Director**  
**(559) 432-7379**

**[wendi.yanez@accesso.com](mailto:wendi.yanez@accesso.com)**



# Pricing

## Implementation and Start Up Costs

- *accesso ShoWare* Installation
- One-time *accesso ShoWare* setup fee
- Up to 10 hours of Graphical Design including One (1) Graphical Design Concept
- Seamless integration of *accesso ShoWare* solution into your existing website
- Venue Presentation
- Dynamic site layout
- SSL and Payment Gateway setup
- Monthly Secure Server Certificate
- Domain Name transfer or set up
- Monthly Hosting

*Graphical Development & Implementation*

WAIVED

~~\$9,500.00~~

## Transaction Fees

The *accesso ShoWare* model allows the City of Temecula to set its own fees and provide for generous revenue opportunities. The City can create a profit center and completely cover the *accesso ShoWare* costs with patron paid convenience fees. Net cost is zero.

*accesso* does not dictate the fees to your customers. The City will determine, set and retain all patron fees including, but not limited to convenience fees, facility fees, per order fees and method of delivery fees. All fees may be programmed to show overtly to the customer or simply included in the ticket price.

Fees may be attached uniquely by product and/or by ticket type, so the City may decide to tier its fees based on ticket price or charge flat rate fees. In addition, the City may decide to charge a higher rate on some tickets, lower on others. Whatever is in the best interest of your organization – it's completely within your control.

*accesso* operates as a traditional vendor and will invoice The City of Temecula on a monthly basis for service chargeable transactions.

Ticket Sales	<i>accesso</i> Fee
City of Temecula Box Office(s)	\$0.20/ticket
Online	\$1.00/ticket
Comps (\$0.00 dollar tickets)*	\$0.00/ticket

\*Capped at 20% of monthly ticket sales. Anything above will incur standard per ticket fee.



Donations	<i>accesso</i> Fee
City of Temecula Box Office(s)	\$0.00/donation
Online	\$0.00/donation
Round Up - under \$5 Online	No Charge

Miscellaneous	<i>accesso</i> Fee
Membership Sales (New and Renewal)	\$2.50/ Membership
Fixed Packages or Subscription Sales	\$2.50/ Package or Sub
Flex Packages	Per ticket fee will apply by channel
Streaming Sales at 720p	\$0.25 / viewer / hour plus per ticket fee
Streaming Sales at 1080p	\$0.50 / viewer / hour plus per ticket fee

## Cash Handling Procedures

The *accesso ShoWare* model allows the City of Temecula to directly control their finances and distribution of funds. This offers great benefits to the City as there is no settlement process with *accesso ShoWare*, and never any waiting on funds. As an *accesso ShoWare* client, you own and control your processor relationship – negotiating your own competitive credit card rates and receiving nightly deposits directly to your own bank account.

All funds will be deposited directly to your designated City merchant account. Detailed reporting will allow the City to transfer and/or distribute the funds from the central merchant account as needed.

*accesso* operates as a traditional vendor and will invoice the City on a monthly basis for service chargeable transactions.

## Custom Development Approach

The *accesso ShoWare* system is fully customizable to meet any client needs. The solution is scalable such that additional modules and development items may be implemented productively over time. *accesso ShoWare* employs a full in-house development team and custom projects are scoped per requirements and quoted for time and costs.

Custom Project	Standard Hourly Rate
TBD, scoped and quoted	\$200.00/hour

## Optional Services

The following optional services are available to the City of Temecula.

Optional Services	Optional Costs
Call Center Services: provided by <i>accesso</i>	\$4.00 per order
Fulfillment Fees: provided by <i>accesso</i>	\$4.00 per order
Gift Card Module	Supplied by ValuTec
Integrated Email Marketing Services	Supplied by Emma
Gateway Service: P2PE Encrypted, FreedomPay	Supplied by FreedomPay

## Optional Hardware

The following equipment is available to purchase at distributor rates from *accesso*.

Included Hardware:	Value
Boca Thermal Ticket Printer	\$1,242.00 (each)
Wireless Barcode Scanners (2D) – Saveo w/mobile device	\$768.00 (each)
Wireless Barcode Scanners, Pocket (2D) – Saveo w/ mobile device	\$445.00 (each)
Ticket Stock	\$12.50 per 1,000 (sold in boxes of 10,000)

## Payment Terms

All costs are based on a three-year commitment. Prices are set as of May 1<sup>st</sup>, 2021 and the proposal is valid for 90 days. *accesso* requires a signed contract and user agreement to be received prior to shipping any hardware or equipment.



**EXHIBIT A  
PRICING FORM**

<b>City of Temecula - Old Town Theatre</b>			
Calculated CPI based on Contract Start Date	7/1/2021		15%
<b>Redurced CPI Increase</b>			<b>10%</b>
	Current Rate	New Rate	Increase
<b>Tickets</b>			
Online	\$ 1.00	\$ 1.10	10%
Offline	\$ 0.20	\$ 0.22	10%
<b>Memberships</b>		\$ -	
Online	\$ 2.50	\$ 2.75	10%
Offline	\$ 2.50	\$ 2.75	10%
<b>Donations</b>			
Online	\$ -	\$ -	
Offline	\$ -	\$ -	
<b>Packages</b>			
Online	\$ 2.50	\$ 2.75	10%
Offline	\$ 2.50	\$ 2.75	10%
<b>Comp Tickets over 20%</b>	\$ 0.20	\$ 0.22	10%
<b>Streaming Services</b>			
Online	\$ 0.25	\$ 0.28	10%
Offline	\$ 0.25	\$ 0.28	10%
<b>Custom Development Rate</b>	\$ 200.00	\$ 220.00	10%