

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCS D General Manager, and continue until July 31, 2021, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. Compensation:

The compensation shall not exceed the amount of \$45,000 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

6. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by MHCS D.

7. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: MHCS D, 251 E. Main Street, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Each invoice shall also identify (1) total contract amount (\$), (2) expenses to date (\$), (3) remaining funds per contract (\$), and (4) total amount due per invoice (\$). Payments will be made against invoices as submitted.

8. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCS D. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to MHCS D. The CONSULTANT shall not have any claim under this Agreement or otherwise against MHCS D for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCS D will issue a form 1099 at year-end for fees earned.



9. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSO. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

10. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to MHCSO. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

11. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

12. Indemnification, Hold Harmless and Defense:

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend MHCSO, its directors, officers, employees, agents and authorized volunteers, and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCSO's property, arising out of CONSULTANT's alleged negligence, or wrongful acts related to or in connection with CONSULTANT'S performance of duties under the terms and conditions of this Agreement.

To the fullest extent permitted by law, MHCSO shall indemnify, hold harmless and defend the CONSULTANT, its directors, officers, employees, agents and each of them (collectively referred to as "CONSULTANT Indemnified Parties") from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to the CONSULTANT's property, arising out of MHCSO's alleged negligence, or wrongful acts related to or in connection with MHCSO's performance of duties under the terms and conditions of this Agreement.



17. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire MHCS D's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCS D. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

18. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCS D whether executed by or for the CONSULTANT for MHCS D, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCS D forthwith upon termination or completion of the work under this Agreement.

22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.



23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

25. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

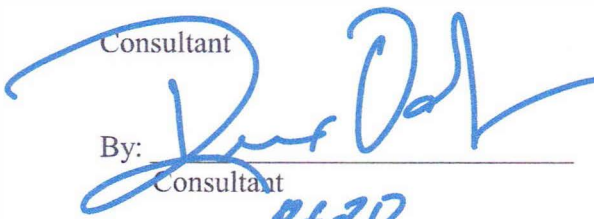
26. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of District shall be personally liable to CONSULTANT in the event of any default or breach by District or for any amount which may become due to CONSULTANT pursuant to this Agreement.

27. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCS D and CONSULTANT have executed this Agreement on the day and year first written above.

Consultant
By: 
Consultant
8/5/20

Mountain House Community Services District,
a political subdivision of the State of California

By: 
Steven J. Pinkerton
General Manager

Date: 08/05/2020

110

MOUNTAIN HOUSE WEBSITE UPDATING



Prepared for: Steve Pinkerton, General Manager

Prepared by: Rex Osborn, MoreThanTalk LLC

July 21, 2020

EXECUTIVE SUMMARY

Objective

To provide Mountain House Community Services District with a website that meets the needs and behaviors of the Employees, Citizens and those who are in need to obtain information from the district.

Goals

The residents of Mountain House are a group of individuals and families who expect the most current and up to date information at their fingertips. With our current remote government requirements it is difficult for individuals to “stop by the office” and chat about a concern or give a complement for the district. The goal of the Mountain House Website updating is to make this forward facing site easy to access and be very user friendly for the users who include not only citizens but staff and others responsible for Mountain House government.

Solution

The solution is transparency. To achieve transparency in government, this website needs to be user friendly. It needs not to be maze, but instead needs to produce a positive experience for the end user. This site will be remodeled with the use of a professional “Curator of Information”. The information that is available quickly with minimal effort in a website is what makes it successful. The design that is smooth looking, eye catching and retains the attention of the user is key. The Curator for this site will talk to those who not only provide the data but to the potential user of that data. This is a research based remodel that will become personalized for each department within the district. This remodel will be content focused not only with the normal government data but with photos, social media content, and videos but will become that big, bold and beautiful landing pad for Mountain House Community Services District, which is what retail and commercial websites that are successful make a priority. It will be experiential for the user, and employees will have pride of ownership as they work with the Curator to help remodel the Web presence in the community.

Scope of Development & Implementation

Phase 1: **Feasibility**

- A: Assessment of Mountain House CSD Current Website
 - 1: Interior and Exterior look at the framework of the current website
 - a: Secure the current website for content and legal (this is done with a web developer)
 - 2: Curation of Information and the Development of an information loop
 - a: Secure Web Developer - Separate cost
 - b: Evaluate and retain a web-host for Mountain House CSD
 - c: Work with current IT professionals (SJCo gov and others)
 - d: Work with Mountain House CSD assigned Local Administrator

Phase 2: **Implementation estimated timeline - 12 months**

- 1: Website to go Live - 3 Months from execution of contract
 - a: Within 3 months of the contract the website will have a public facing view. There will be disclaimers that it is under development but we will encourage citizen feedback and a wish list. Critical Links will be in place and transferred from the current site so valuable content will be available
 - b: Policies for social media and website usage will be developed for Mountain House CSD.
- 2: External Development-3 to 9 Months
 - a: During this period internal partners (staff) will be interviewed to help provide the content to the Curator. The internal partners will also develop department liaisons with the Curator and start the internal training for web management.
- 3: Secession & Support - 10-12 months
 - a: The Mountain House CSD website administrator and the department website liaisons will work on transition from the Curator to site independence. These individuals with various levels of training will help to maintain the front facing elements of the site.

Phase 3: **Maintenance**

- 1: After the transfer from Curator to Mountain House CSD
 - a: Depending on the level of secession training and Mountain House's interest we can revisit maintenance agreements in the 11 month of our contract.

MHCSD BID

Description		Monthly/Yearly	Monthly/Yearly
Project Manager	1	\$ 45,000	\$ 45,000
Senior Level - Curator of Information	1	\$ 0	\$ 0
Senior Level - Technical Writer Review	1	\$ 0	\$ 0
Technical Policy Writer	1	\$ 0	\$ 0
Total			\$ 45,000

As discussed in the pre-bid meeting, there will be some expenses that will not be covered within this proposal. You will need to coordinate with our Curator, a Web-developer (the security element of the project) and a website host. Also, there will be a purchase of one software program that is used as your platform. Those cost will be paid for if needed by MoreThanTalk LLC and additional reimbursement invoices will be submitted.

This bid is a 12 month contract. MorethanTalk LLC will submit monthly invoices for \$3,750.00 for a total of \$45,000.00 for the project. This bid can serve as a contract or Mountain House Community Services District can provide a contract for signature with the listed deliverables This bid will be valid until August 1, 2020. The start date will be after the contacts is signed or agreement is reached.
