



# TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

November 21, 2011

Board of Directors  
Triunfo Sanitation District  
Ventura County, California

## WEBSITE DEVELOPMENT CONTRACT NO. T11-010 - theAGENCY

### Summary

Consider awarding a contract to theAgency for website development services.

### Background

Following the September 26, 2011 Triunfo Sanitation District (Triunfo) Board meeting the Website Redesign Committee (Committee) modified the proposed contract to more clearly reflect the services requested in the Request for Proposals (RFP). The Committee, Triunfo legal counsel and theAgency have all reviewed the proposed contract.

Staff recommends awarding Contract No. T11-0101 for Website Development Services to theAgency, located in Camarillo, California. The contract amount is \$25,000 and includes website development and design, web page graphic design, and basic site development.

If you have any questions, please call me at 805-658-4602 or email [douganders@vrds.com](mailto:douganders@vrds.com).

### Fiscal Impact

Appropriation for this expense is included in the adopted Fiscal Year 2011-2012 budget.

### Recommendation

It is recommended that the Board authorize the Chair to sign Contract No. T11-010 with theAgency for website development services, in an amount not to exceed \$25,000, with a contract term ending May 30, 2012.

APPROVED FOR THE NOVEMBER 28, 2011 AGENDA

  
Doug Anders – District Manager

Enc.

Item 15-1

**CONTRACT NO. 11-010**  
**AGREEMENT FOR CONSULTING SERVICES**  
**BETWEEN**  
**TRIUNFO SANITATION DISTRICT**  
**AND**  
**theAgency**

THIS AGREEMENT is made and entered into by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and theAGENCY, a California corporation ("CONSULTANT").

**RECITALS**

- A. DISTRICT has a need to engage the specialized services of an experienced website design firm to develop and launch a redesign of the District's current website for internet browsing ("PROJECT").
- B. Based on CONSULTANT's answer to a request for qualifications, and previous service to other public agencies, DISTRICT desires to select CONSULTANT, as the best qualified website design firm for the PROJECT. The selection of Consultant shall be in conformance with Section 402 of the DISTRICT's Purchasing Resolution No. 89-13.
- C. CONSULTANT represents it possesses the necessary skills and experience to perform the services required to complete the PROJECT, and is willing to contract with DISTRICT.
- D. The parties enter into this Agreement to set forth their respective rights and obligations.

**AGREEMENT**

**ARTICLE 1: RECITALS**

The foregoing Recitals are hereby incorporated by reference as if set forth in full herein.

**ARTICLE 2: SCOPE OF WORK; SCHEDULE; CHANGES**

- A. *Scope of Work.* DISTRICT hereby retains CONSULTANT to perform services required to complete the PROJECT, which services are more specifically described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. *Schedule.* The schedule of the PROJECT is attached hereto as Exhibit "B" and incorporated herein by this reference ("SCHEDULE").
- C. *Changes.* Changes to this Agreement or to the Scope of Work of the PROJECT shall become effective only when a written change order is executed by the DISTRICT and CONSULTANT in compliance with this provision and ARTICLE 11, Section B. CONSULTANT agrees to notify DISTRICT promptly of any factor, occurrence, or event coming to its attention that may affect CONSULTANT's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the SCHEDULE.

152

**D. Representations and Warranties.** CONSULTANT hereby represents and warranties that it will perform all work under this Agreement in a workmanlike manner, with professional diligence and skill, and in accordance with applicable law. This warranty shall extend for the term of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of CONSULTANT. CONSULTANT further represents that all work product and deliverables delivered by CONSULTANT to DISTRICT under this Agreement may be lawfully used by DISTRICT.

#### **ARTICLE 3: CONSULTANT REPRESENTATIVE**

CONSULTANT shall designate a representative who shall represent CONSULTANT and be its sole contact and agent in all consultations with DISTRICT during fulfillment of the terms of this Agreement. CONSULTANT's representative shall be Heidi Hayes. In the event Heidi Hayes becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Project.

#### **ARTICLE 4: DISTRICT STAFF COORDINATOR**

DISTRICT shall assign a Staff Coordinator to work directly with CONSULTANT in connection with CONSULTANT's services to be performed under this Agreement. DISTRICT's Staff Coordinator shall be Doug Anders, District Manager. In the event Doug Anders becomes unavailable, DISTRICT shall immediately designate another representative satisfactory to CONSULTANT.

#### **ARTICLE 5: EFFECTIVE DATE; TERM**

This Agreement shall be deemed effective upon full execution by both DISTRICT and CONSULTANT. Unless otherwise extended in writing by both parties, or otherwise terminated in accordance with the provisions of this Agreement, this Agreement shall automatically terminate on May 30, 2012.

#### **ARTICLE 6: SUSPENSION/TERMINATION**

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 11.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

**A. Suspension/Termination without Cause.** All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may, at any time and in its sole discretion, suspend or terminate any or all work outstanding, or any portion thereof, immediately upon written notice to CONSULTANT. Any special instructions related to CONSULTANT's suspension or termination hereunder from DISTRICT shall be made in writing.

Upon CONSULTANT's receipt of notice of suspension or termination, CONSULTANT shall inform DISTRICT, in writing, of the extent to which performance has been completed through such date and collect and deliver to DISTRICT, within fourteen (14) days from receipt of the notice of termination, all of CONSULTANT's work product and deliverables, including, without limitation, all reports, specifications and appurtenant data, then existing. CONSULTANT hereby represents and warranties that said work product and deliverables provided by CONSULTANT may be used by DISTRICT.

Upon CONSULTANT's delivery of all work product and deliverables as required by this provision, DISTRICT shall pay CONSULTANT any unpaid amounts for CONSULTANT's work up until the date CONSULTANT received its notice of suspension or termination. Those unpaid amounts shall be calculated based upon CONSULTANT's hourly rates as specified in Exhibit "C" and hours worked as evidenced by an invoice submitted by CONSULTANT in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work from the date of CONSULTANT's last payment up to the date of suspension or termination. When possible, such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days. In no case shall the above-referenced unpaid amounts increase CONSULTANT's total compensation beyond the maximum stated in Article 11.

**B. Termination with Cause.** This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party in the event of a breach of a material provision of the Agreement by the other party, provided that, during the fifteen (15) day period, the breaching party fails to cure such breach.

**C. Survival.** In the event of any termination of this Agreement, all obligations and responsibilities of CONSULTANT shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this Agreement shall not excuse a prior breach of that provision.

#### **ARTICLE 7: CURRENT WEBSITE**

The DISTRICT's current website shall remain fully operational during the PROJECT.

#### **ARTICLE 8: INDEPENDENT CONTRACTOR RELATIONSHIP**

**A.** It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. Nothing in this Agreement shall constitute the arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold DISTRICT harmless for any and all claims for taxes, fees, or costs, including, without limitation, withholding, income tax, health benefits, FICA, and workers compensation.

**B.** CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

**C.** CONSULTANT pursuant to this Agreement is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

D. DISTRICT does not undertake by this Agreement or otherwise to perform any obligation of CONSULTANT, whether by regulation or contract. In no way is CONSULTANT or its employees, agents or authorized sub-consultants to be construed as the agent or to be acting as the agent of DISTRICT in any respect, any other provisions of this Agreement notwithstanding.

#### **ARTICLE 9: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorneys fees and costs, brought or recovered against DISTRICT, for or on account of any negligent violation of said laws, ordinances, rules, regulations and orders in connection with work performed by CONSULTANT under this Agreement.

#### **ARTICLE 10: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS**

CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

#### **ARTICLE 11: PAYMENT TO CONSULTANT**

A. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$25,000.00, unless another amount is mutually agreed upon by the parties in a written amendment to this Agreement. Except as may otherwise be provided in this Agreement, DISTRICT shall pay CONSULTANT in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein by this reference.

B. In the event that the parties mutually agree to execute a written change order pursuant to ARTICLE 2, Section C, the fees to be charged by CONSULTANT related to said change order shall be based on CONSULTANT's hourly rates set forth in Exhibit "D." DISTRICT's District Manager is hereby authorized to execute on behalf of the DISTRICT any written change order, provided that any written change order resulting in the payment of additional fees to CONSULTANT exceeding \$2500.00 be approved by the Board of Directors prior to execution by the District Manager. Any additional compensation to CONSULTANT resulting from a duly executed change order shall be added to and payable as part of the CONSULTANT's final payment.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

#### **ARTICLE 12: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or

agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

**ARTICLE 13: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability in accordance with applicable laws.

B. Comprehensive Commercial Liability policies with combined single limit coverage of \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

**ARTICLE 14: SUBCONSULTANTS**

No individuals or entities other than CONSULTANT, CONSULTANT's employees and CONSULTANT's authorized subconsultants as identified in Exhibit "A" shall undertake any work in connection with this Agreement. Each authorized subconsultant is required to read this Agreement and indicate its consent to abide by its terms by signing and dating where indicated below. Notwithstanding any agreements that may exist between CONSULTANT and its employees or authorized subconsultants, CONSULTANT and its authorized subconsultants hereby agree that CONSULTANT shall be solely responsible for the performance of all work under this Agreement, and that DISTRICT shall have no obligations under this Agreement other than to CONSULTANT.

Subconsultant: \_\_\_\_\_

By: \_\_\_\_\_

**ARTICLE 15: NOTICES**

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT: Heidi Hayes  
theAgency  
900 Avenida Acaso, Ste L  
Camarillo, CA 93012

To DISTRICT: Finance & Administration  
TRIUNFO SANITATION DISTRICT  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-0704

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

#### **ARTICLE 16: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

#### **ARTICLE 17: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 18: INTEGRATION**

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

#### **ARTICLE 19: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

#### **ARTICLE 20: ASSIGNABILITY**

Neither party may assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of the other party.

#### **ARTICLE 21: ATTORNEYS FEES**

In the event of any proceeding, action, claim, dispute or controversy arising out of or relating this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover his or her court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited, phone calls, photocopies, expert witness, travel, etc., and reasonable attorneys' fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys' fees on appeal. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment.

#### **ARTICLE 22: HEADINGS**

All headings of this Agreement are inserted for convenience only and shall not affect any construction or interpretations of this Agreement.

#### **ARTICLE 23: AUTHORITY**

The parties hereby represent that they have full power and authority to enter into and perform this

Agreement and the parties know of no contracts, agreements, promises or undertakings which would prevent the full execution and performance of this Agreement.

**ARTICLE 24: ADDITIONAL PROVISIONS**

CONSULTANT agrees that no regular employee of DISTRICT shall be employed by CONSULTANT.

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

APPROVED AS TO FORM: ARNOLD, BLEUEL,  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

TRIUNFO SANITATION DISTRICT

By \_\_\_\_\_  
JOHN MATHEWS  
Legal Counsel for DISTRICT

By \_\_\_\_\_  
MICHAEL PAULE  
CHAIR, Board of Directors

ATTEST:

CONSULTANT: theAgency

By \_\_\_\_\_  
JOSIE GUZMAN, Clerk of the Board

By \_\_\_\_\_  
HEIDI HAYES, President

## Exhibit A

### Scope of Work

Agreement No.: TSD 11-010

#### Project Purpose

The District is seeking the services of an experienced website design firm to design and launch a redesigned website for the District.

#### Project Background

The District's existing website is <http://www.TriunfoSanitationDistrict.com>. The site contains general District information including separate pages for District departments, specific events, and functions. The Triunfo Sanitation District is committed to building a website that highlights its two major operational segments (the *sanitation* or *wastewater* segment and the *potable water* segment – also known as the Oak Park Water Service).

These sites should be linked together where appropriate. These sites should be designed from the view point of ease of use for our citizens. The District is interested in a design that aids website visitors who generally know what information they need or service they want to secure. The site shall be as easy to navigate and as user friendly as possible.

The goal of the District's website is to provide simple electronic access to public services, serve as a public communications tool, reduce transaction costs for the District and citizens, and to streamline business operations. The current site structure and design was developed over five years ago and requires significant redesign to take advantage of new design elements and growing demand for electronic services. The redesigned site should have a theme promoting the District with a friendly and professional feel.

#### Website Design Goals

Consultant will develop a website that will provide easy access to District services, be adaptable to current and changing technology, provide content management capability for District staff and be used as a public communication tool. The website shall meet the following criteria:

- Visually appealing – The site must have an attractive mix of text, photos, and graphics.
- Provide easy electronic access to public information for use by the target audience.
- Easily updated with a content management system (CMS).

- Provide the public with an alternative means of communicating with District Officials and staff.
- Enhance delivery and awareness of public services and facilitate a clearly accessible process for public inquiry.
- Common Theme/Consistent Design. Each section of the site should have a common look/theme. The District logo should be on every page as well as a common header and footer. All font types and basic layout should be used throughout the site.
- Provide a page for all District programs, services, and functions.
- Be easily upgradeable/portable.

The information on the District website should be directed towards the District's citizens, businesses, visitors, prospective businesses, prospective residents, other government agencies, civic groups, associations, youth and senior citizen groups, developers, and any person or agency seeking to conduct business with, or obtain information about, the Triunfo Sanitation District.

### **Website Development Requirements**

- A. Consultant will enhance the District's existing website to be resourceful, informative, and serve as a marketing asset that provides a citizen/business friendly environment which emphasizes access to District services, departments, and business opportunities.
- B. Consultant shall work with the project manager and/or District's website development committee and provide, at District's request, up to 3 different alternate design concepts for review prior to beginning website development.
- C. Initial draft website design templates and site maps will be provided to the District within six weeks from the date of the approved contract for review prior to implementation.
- D. To the maximum extent practicable, Consultant will develop a beneficial, cost-effective, easy to use, interactive, and architecturally sound website that is flexible enough to support the District's internet needs for a minimum of three to five years.
- E. Consultant will incorporate into the website design a content management system that allows staff to update and modify routine information such as the posting of meeting dates, agendas, minutes, departmental events, old and outdated information, and general noticing. Additionally, the site will have access privileges for a staff webmaster(s) that will have ability to provide quality control and the ability to update non-routine information.

- F. The consultant will create a consistent and standardized format and enhanced graphical look for all pages; establishing a unified theme throughout the District's website. The established theme should provide the flexibility to allow for different District functions and some level of individuality and/or functionality between District functions and departments.
- G. For ease of use, the Consultant will utilize consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as homepage link or icon on each page in the same position.
- H. To the extent practical the design should allow for quickest loading. Web pages will be tested at 56K dial-up modem speeds to ensure each webpage can be in a timely manner.
- I. Consultant will design the site to allow for search capabilities where appropriate.
- J. Consultant will incorporate Google<sup>®</sup> analytics or similar for analysis purposes.
- K. Form Printing. A number of static forms may be available for printing. Website must have links or embedded plug-ins such as Java and Adobe Acrobat for opening and viewing these documents.
- L. The site must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance.
- M. Consultant will include content management system training for a minimum of 3 employees.
- N. A testing period and subsequent acceptance testing period, either period not to exceed 30 business days, shall be provided, during which the District may evaluate the website on District property to ensure satisfaction with the website functions and conformance with the Scope of Work.

### **Start and Completion of Work**

From date of full execution by District and Consultant through May 30, 2012.

### **Not-to-exceed Fee:**

- Total fees to be paid by DISTRICT to Consultant for Consultant's services shall not exceed \$25,000.00 without a written amendment.

**Authorized Classifications:**

- See Exhibit D for labor classification details.

**Authorized sub-consultants:**

- SOHO

15-12

Triunfo Sanitation District

Website Design & Development - Projected Workflow & Project Timeline

Project Name	Days	Start	End	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan	23-Jan	30-Jan	6-Feb	13-Feb	20-Feb	27-Feb	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	
Website Development & Design	127	28-Nov	3-Apr																				
Project Go Ahead Given	1	28-Nov	29-Nov																				
Content/Site Map Review	49	28-Nov	16-Jan																				
Client Start-Up Meetings	13	28-Nov	11-Dec																				
Review/Recommend Existing Content	34	28-Nov	1-Jan																				
Develop Site Map Recommendations	32	12-Dec	13-Jan																				
Client Review, Revise, Finalize	21	26-Dec	16-Jan																				
Web Page Design	49	28-Nov	16-Jan																				
Preliminary Design	20	28-Nov	18-Dec																				
Client Review, Revise	11	12-Dec	23-Dec																				
Web Page Design Finalized	20	26-Dec	15-Jan																				
Site Development	77	16-Jan	2-Apr																				
Site Mapping Content to New Site Map	21	16-Jan	6-Feb																				
Site Build/Content Migration	55	23-Jan	18-Mar																				
Client Review/Approve	6	13-Feb	19-Feb																				
Client Review/FINAL Approve	6	12-Mar	18-Mar																				
Site Training - GO LIVE!	15	19-Mar	3-Apr																				

Rev. 3 11/17/11



15-13

## Exhibit C

### Payment Schedule

#### Agreement No.: TSD 11-010

Payment #1 - \$15,000.00

Upon Consultant's completion of the following tasks in accordance with Contract No. 11-010, District shall pay Consultant fifteen thousand dollars (\$15,000.00) ("Payment #1"):

- Content/Site Map Review
  - Client Start-Up Meetings
  - Review/Recommend Existing Content
  - Develop Site Map Recommendations
  - Client Review, Revise, Finalize
- Web Page Design
  - Preliminary Design
  - Client Review, Revise
  - Web Page Design Finalized

District shall remit Payment #1 to Consultant within ten (10) days of District notifying Consultant, in writing, that District has approved a final Web Page Design concept.

Payment #2 - \$10,000.00

Upon Consultant's completion of the following tasks in accordance with Contract No. 11-010, District shall pay Consultant ten thousand dollars (\$10,000.00) ("Payment #2"):

- Site Development
  - Site Mapping Content to New Site Map
  - Site Build/Content Migration
  - Client Review/Approve
  - Client Review/FINAL Approve
  - Site Training & GO LIVE

Subject to, and in accordance with, the terms and conditions set forth in Contract No. 11-010, District shall remit Payment #2 to Consultant within ten (10) days of District notifying Consultant, in writing, that District approves the website developed by Consultant. District shall provide Consultant with said notification on April 3, 2012 or upon Consultant's completion of the above-listed tasks, whichever occurs later.

**Exhibit D**

**Authorized Positions**

**Agreement No.: TSD 11-010**

Position	Hourly Rate
Agency Principal/Account Planner	\$200
Account Management Supervisor	\$175
Project Manager	\$135
Account Services/Coordinator	\$105
Creative Director	\$200
Art Director/Copywriting	\$175
Digital Production	\$150
Interactive/Programmer	\$135
Developer	\$105

15-15