

**TOWN OF MAMMOTH LAKES  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT  
MLTS WEBSITE CONTENT MANAGEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 23 day of April, 2013, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 ("Town") and Mammoth Lakes Trails and Public Access Foundation, a 501(c)3 non-profit organization, with its principal place of business at PO Box 100 PMB #432 Mammoth Lakes CA 93546 ("Consultant"). Town and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional website and content development consulting services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional website and content development consulting services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

**2.2 Project.**

Town desires to engage Consultant to render such professional **Website Content Management** consulting services for the **Mammoth Lakes Trail System (MLTS) website ([www.mammothtrails.org](http://www.mammothtrails.org))** project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional website and content development consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.1.2 Term.** The term of this Agreement shall be from the date executed to one year (365 days) thereafter, unless earlier terminated as provided herein.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: John Wentworth, Nicole Montano, Chuck Megivern, Drew Blankenbaker, Megan Mahaffey, Rebecca Garrett, Jennifer Girard, and "Data Technician/Paid Intern 1" who has not yet been hired.

3.2.5 Town's Representative. The Town hereby designates its **Town Manager** or his/her designee, to act as it's representative in all matters pertaining to the administration and

performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents that enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **John Urdi, MLTPA Board Member**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall, at its own cost and expense, correct errors or omissions caused by its failure to comply with the standard of care. Any employee of Consultant or its subconsultants who is reasonably determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification

provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Neither Consultant nor its subconsultants shall commence work under this Agreement until compliant with the insurance requirements of this section

3.2.10.2 Types of Insurance Required; Coverage of Subconsultants. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall procure and maintain in full force and effect during the term of the Agreement the policies of insurance that are deemed to be necessary by the Town. If its existing policies do not meet the Town's insurance requirements, Consultant agrees to amend, supplement or endorse its policies to do so. In the event subconsultants do not have coverage acceptable to Town, the insurance policies shall cover work performed by subconsultants. The policies shall include commercial general liability and automobile liability with limits and coverage acceptable to the Town, and worker compensation coverage that complies with applicable state laws. No policy shall be cancelled or the coverage reduced until a thirty (30) day written notice of such action has been served on the Town, except ten (10) days shall be allowed for non-payment of premium.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability, shall be endorsed to provide the following:

(1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Town except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2(B) Automobile Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Town except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Town except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not

contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement on a time and materials basis at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THIRTY TWO THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$32,250)** without written approval of the Town Council or Town Manager (or the Town Manager's designee) as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Town shall pay Consultant twenty percent (20%) of the foregoing contract amount upon commencement of work under this Agreement by Consultant. Consultant shall submit to Town monthly invoices that detail the work completed and the hours of Services rendered by Consultant during the billing period indicated on the invoices. The invoices shall also show the total amount paid to Consultant under this Agreement. Town shall, within 30 days of receiving an invoice, review the invoice and pay all non-disputed and approved charges thereon. If the Town disputes any of Consultant's fees, the Town shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town, or included in this Agreement or its exhibits.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all

work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated, in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: MLTPA  
P. O. Box 100 PMB # 432  
Mammoth Lakes, CA 93546

Town: Town of Mammoth Lakes  
PO Box 1609  
Mammoth Lakes, CA 93546  
ATTN: Ray Jarvis, PE Public Work Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.5.3.3 Confidential Information. The Town shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Town's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give Town written notice of Consultant's objection to the Town's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Town, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Town shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with Town's choice of legal counsel), and hold Town harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Town release such information.

3.5.4 Fraud and Harassment Policy. Consultant shall provide copies of the Town's Fraud and Harassment Policies to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the Town's Personnel Manager a statement signed by Consultant certifying receipt by Consultant and each of its employees who are assigned to perform the Services of receipt of copies of such policies and certifying that they have read the policies. Upon a finding by the Town that an employee of Consultant's has committed fraud against the Town or harassed a Town employee, Consultant shall prohibit that employee from providing any services under this Agreement. Consultant shall reimburse the Town for any costs and expenses associated with fraud against the Town.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.5.7 Indemnification.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.7.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant

shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 Town's Right to Employ Other Consultants. Town reserves the right to employ other consultants in connection with this Project.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.13 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.14 Construction; References; Captions. 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. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any

contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. 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.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

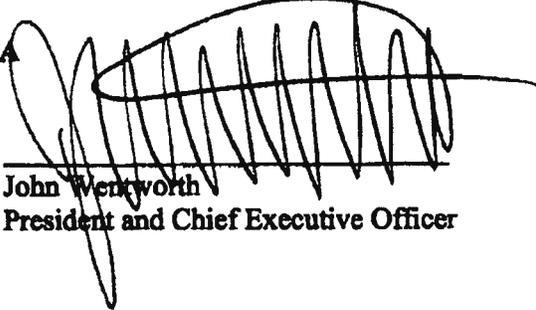
3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of

the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

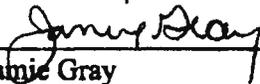
**TOWN OF MAMMOTH LAKES**

By:   
\_\_\_\_\_  
Marianna Marysheva-Martinez  
Town Manager

**MLTPA**

By:   
\_\_\_\_\_  
John Wentworth  
President and Chief Executive Officer

*Attest:*

By:   
\_\_\_\_\_  
Jamie Gray  
Town Clerk

*Approved as to Form:*

By:   
\_\_\_\_\_  
Best Best & Krieger LLP  
Town Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICE**

**MAMMOTHTRAILS.ORG CONTENT MANAGEMENT - ANNUAL WORK PROGRAM**

**Program**

The technical operations of the "MLTS Website", by the "MLTS Website Technical Team", and the management of its content management program, by the "MLTS Website Partner Content Team", will be coordinated by the "MLTS Webmaster", to be designated by the Consultant and who will serve as the project lead, using a system of "Information and Data Sharing Protocols" to be developed by the Town, its partners and the Consultant. The agreed upon "Information and Data Sharing Protocols" will be documented, updated and maintained by the Consultant as a section of the "MLTS Website Handbook".

1. MLTS Webmaster (Consultant)
  - a. Name: **Nicole Montano**
  - b. Position: **Webmaster**
  - c. Email **nicolemontano@mltpa.org**
  - d. Telephone Contact: **860-462-2238**

**"MLTS Website Technical Team"**

The "MLTS Website Technical Team" will be responsible for the technical operations of the MLTS Website and shall consist of the MLTS Webmaster and representatives from the Town. The Town shall provide points of contact for its representatives to the "MLTS Website Technical Team":

1. MLTS Webmaster (Consultant)
  - a. Name: **Nicole Montano**
  - b. Position: **Webmaster**
  - c. Email **nicolemontano@mltpa.org**
  - d. Telephone Contact: **860-462-2238**
  
2. Town of Mammoth Lakes technical representative
  - a. Name: **Nate Greenberg**
  - b. Position: **Town/County GIS Coordinator**
  - c. Email Address: **ngreenberg@mono.ca.gov**
  - d. Telephone Contact: **760-937-1209**
  
3. Town of Mammoth Lakes Administrative/Financial representative:
  - a. Name: **Ray Jarvis**
  - b. Position: **Public Works Director/Town of Mammoth Lakes**
  - c. Email Address: **rjarvis@ci.mammoth-lakes.ca.us**

- d. Telephone Contact: **760-914-0089**

**“MLTS Website Partner Content Team”**

The “MLTS Website Partner Content Team” will be responsible for coordinating the content and content opportunities of the MLTS Website and shall consist of the “MLTS Webmaster” and representatives of partner agencies and organizations. The Town shall provide the following points of contact for representatives to the “MLTS Website Partner Content Team”:

1. MLTS Webmaster (Consultant)
  - a. Name: **Nicole Montano**
  - b. Position: **Webmaster**
  - c. Email **nicolemontano@mltpa.org**
  - d. Telephone Contact: **860-462-2238**
  
2. Town of Mammoth Lakes representative
  - a. Name: **Stuart Brown**
  - b. Position: **Recreation Manager**
  - c. Email Address: **sbrown@ci.mammoth-lakes.ca.us**
  - d. Telephone Contact: **760-709-2481**
  
3. Inyo National Forest representative
  - a. Name: **Jon Kazmierski**
  - b. Position: **Recreation Officer**
  - c. Email Address **jkazmierski@fs.fed.us**
  - d. Telephone Contact **760-914-0296**
  
4. Mammoth Lakes Tourism representative
  - a. Name: **Christie Osborne**
  - b. Position: **Interactive Marketing Manager**
  - c. Email Address **cosborne@visitmammoth.com**
  - d. Telephone Contact: **760-934-2712 ext. 1310**

**“Information and Data Sharing Protocols”**

Working with the MLTS Webmaster, the Town shall develop “**Information and Data Sharing Protocols**” for use between the MLTS Website Technical Team, the MLTS Website Partner Content Team, the MLTS Webmaster, and/or the general public. Additionally, the “Information and Data Sharing Protocols” shall establish terms of noticing, attendance at meetings, and performance standards regarding the participation of all parties to this agreement. The “Information and Data Sharing Protocols” shall be used for the following purposes:

1. “Trail System Update”
2. “Trails Update”

3. "Destinations Update"
4. "Activity (general) Update"
5. "Activity (specific) Update"
6. "Trail" and "Destination" Alerts
7. "Events"
8. "Updated administrative information/data"
9. Information gathered from the public/MLTS Website re: MLTS infrastructure conditions that may require agency response(s)
10. Information gathered from the public/MLTS Website regarding any issues of agency corporate data sets as represented on MLTS Website
11. MLTS Website traffic analytics and data collected from traffic monitoring and Google/Share this analytics
12. Direct communications from the MLTS Website by the MLTS Webmaster to the general public
13. Communication from the MLTS Webmaster to user groups, local businesses, and MLTS Partners
14. The distribution of MLTS Website analytics and website traffic data

### **Task #1 Daily Operations**

#### **Deliverables to include:**

1. Coordination and posting of Activity/Trail/Destination/SOS/Event updates
2. Coordination and posting of Activity/Trail/Destination Alerts
3. Responses to reviews and general inquiries from the public, either directly or by forwarding to the appropriate TOML or USFS contact.
4. Coordination of technical and content issues
5. Coordination of information
6. Gathering of community and public land information relevant to the MLTS, to the extent determined by TOML.
7. Assistance to interested third parties with mammothtrails.org linking opportunities
8. Monitoring of QR Code Program, both Wayfinding and Interpretive as it relates to the featured landing page, and any third party advertising displayed on the users smartphone.
9. Monitoring and distribution of site analytics - Google and Share This, with direction from TOML.
10. Promotion of MLTS Website and brand as determined by TOML
11. Coordination of the MLTS Website Calendar for seasonal transitions and content updates.

### **Task #2 Seasonal Transitions**

The MLTS Website is designed to accommodate representations of seasonal recreation opportunities in Mammoth Lakes and the surrounding national forest lands.

#### **Deliverables to include:**

1. Coordination with the MLTS Website Partner Content Team to establish seasons and

an appropriate calendar for updating the MLTS Website. Coordination may include involvement of persons or organizations that are not specifically identified in this agreement.

2. Identification of existing MLTS Website content that can be relinked as 'featured' opportunities on landing pages per identified seasons. Landing pages include:

- a. Home Page
- b. Trails General
- c. Destinations General Page
- d. Activities General Page
- e. Specific Activities Pages

3. Updating of Update and Alerts for individual web pages based on seasonal realities and conditions on the ground.

### **Task #3 Quarterly Content Updates**

New recreation opportunities and infrastructure enhancements to the Mammoth Lakes Trail System will need to be reflected on the MLTS Website. Ongoing expectations from the public for new and varied recreation opportunities and for timely information regarding the MLTS must be anticipated. MLTS Website content and potentially the MLTS Website itself will need to be updated to accommodate these realities.

#### **Deliverables to include:**

1. Ongoing coordination with the MLTS Website Partner Content Team along with interested parties to identify potential new infrastructure projects for possible inclusion in the MLTS Website.
2. Ongoing coordination with the general public, user groups (Mammoth Trails) and interested parties to develop potential new activities and their experiences on the MLTS.
3. As directed by the TOML, draft scopes of work and estimated budgets for the creation and posting of new content.

### **Task #4 Anticipated Updates to MLTS Website Infrastructure**

Contemporary technology is fast changing and will require updates to the programming and infrastructure of the MLTS Website. The ongoing introduction of new smartphones and tablets; new software, coding, and updated technical standards for existing software; opportunities emerging from Digital 395; and updates to 3rd party platforms used by the MLTS Website will require proactive engagement.

#### **Deliverables to include:**

1. Recommendations for response(s) to MLTS Website user needs, whether for enhanced content delivery or enhanced technical capacity

2. Ongoing review, evaluation and documentation of emerging and potentially relevant technologies for the MLTS Website.

### **Task #5 Quarterly Reporting to the Town of Mammoth Lakes**

Quarterly reporting from the Consultant will provide the Town with both quantitative and qualitative information on the performance, functionality and use of mammothtrails.org.

#### **Deliverables to include:**

1. Produce and deliver written quarterly content management and website performance and user updates to the Town of Mammoth Lakes.

### **ONE-TIME COSTS:**

#### **Task #1 Hard Launch: Content Updating**

In conjunction with the Hard Launch of the MLTS Website, content will need to be updated to reflect current conditions of the MLTS.

#### **Deliverables to include:**

1. Photographic documentation of new MLTS infrastructure including wayfinding and interpretive signage and posting to the MLTS Website.
2. Updating/creation of new administrative pages to provide information on new wayfinding and interpretive opportunities as well as local Wilderness area, per approval of the MLTS Website Partner Content Team.

#### **Task #2 Hard Launch: Promotion Opportunities**

In conjunction with the Hard Launch of the MLTS Website, promotion opportunities will be coordinated with the community, local businesses and organizations and the media.

#### **Deliverables to include:**

1. Coordination with Mammoth Lakes Tourism and Mammoth Chamber of Commerce.
2. Printing and distribution of "MLTS Smart Card"
3. Printing and Distribution of "MLTS Rack Card"
4. Implementation of "MLTS Website Linking Program"
5. Guided tours of MLTS Website for media reviews
6. Guided tours of MLTS Website to MLTS Partners through a "MLTS Ambassador" program targeting outreach to businesses and organizations
7. Implementation of Source Redirect program to enhance MLTS Website analytics, per guidance of MLTS Website Partner Content Team.
8. Submission of MLTS Website for peer review by bodies/organizations that may be able to offer constructive feedback and ideas on website improvements and potential

promotion opportunities.  
9. Date for Hard Launch

### **TECHNICAL SUPPORT & MAINTENANCE SUPPLIED BY TOML**

The Town commits to supplying professional website hosting, server administration, and timely emergency support for the MLTS Website. The Town acknowledges that these services are vital for the efficient and professional operation of the MLTS Website. Any costs to the content management of the MLTS Website associated with the disruption of the hosting capacity of the MLTS Website, the administration of servers, or a failure to provide timely emergency service to address technical operations failures of the MLTS Website as administered by the Town shall be addressed per the provisions of the "Contingency" section of this scope of work.

**WEB HOSTING:** The Town shall provide web-hosting services for the MLTS Website through Webfaction (<http://www.webfaction.com>). Should the Town desire to make changes to the webhosting services provided by Webfaction, the Town will review alternative solutions with Consultant and allow 60 days advance notice of a proposed change to web hosting services. Should "Extra Work" be required of Consultant due to a change in web hosting services; either a change of providers or through the failure of the Town to maintain its agreement with Webfaction, Consultant compensation would be considered as "Extra Work" per section 3.3.4 to this agreement.

1. Town's Technical Point of Contact for Web Hosting Services
  - a. Name: **Nate Greenberg**
  - b. Position: **Town/County GIS Coordinator**
  - c. Email Address: **ngreenberg@mono.ca.gov**
  - d. Mobile Phone: **760-937-1209**

**SERVER ADMINISTRATION SERVICES:** The Town shall provide server administration services for the website hosted on Webfaction – or on a similar web hosting provider - including routine maintenance of the server, restarting of web services, server scaling, backups and restores, and OS patch updates. Should the Town either fail to provide, or choose not to provide, server administrator services, Consultant may provide those services as "Extra Work" per section 3.3.4 to this agreement.

1. Town's Technical Point of Contact for Server Administration Services
  - a. Name: **Nate Greenberg**
  - b. Position: **Town/County GIS Coordinator**
  - c. Email Address: **ngreenberg@mono.ca.gov**
  - d. Mobile Phone: **760-937-1209**

**PHOTO GALLERY HOSTING FOR THE WEBSITE:** The Town shall provide the hosting of photographic images for the MLTS Website through SlideShow Pro (<http://slideshowpro.net>). The Town shall maintain photo gallery hosting services with SlideShow Pro through the life of this agreement. Should the Town desire to make changes to the photo gallery hosting services provided by SlideShow Pro, or move the photo galleries to an alternative provider, the Town will review alternative solutions with Consultant and allow 60 days advance notice of a proposed

change to photo gallery hosting services. Should "Extra Work" be required of Consultant due to a change in photo gallery hosting services; either a change of providers or through the failure of the Town to maintain its agreement with SlideShow Pro, Consultant compensation would be considered as "Extra Work" per section 3.3.4 to this agreement.

1. Town's Technical Point of Contact for Photo Gallery Hosting Services
  - a. Name: **Nate Greenberg**
  - b. Position: **Town/County GIS Coordinator**
  - c. Email Address: **ngreenberg@mono.ca.gov**
  - d. Mobile Phone: **760-937-1209**

**MLTS WEBSITE EMAIL ACCOUNTS:** Consultant will maintain a variety of email accounts associated with the MLTS Website, including [reviews@mammothtrails.org](mailto:reviews@mammothtrails.org), [info@mammothtrails.org](mailto:info@mammothtrails.org), [techteam@mammothtrails.org](mailto:techteam@mammothtrails.org), [webmaster@mammothtrails.org](mailto:webmaster@mammothtrails.org), and other email addresses as deemed necessary.

1. Town's Point of Contact for MLTS Website Email Accounts (if desired)
  - a. Name: **Nate Greenberg**
  - b. Position: **Town/County GIS Coordinator**
  - c. Email Address: **ngreenberg@mono.ca.gov**
  - d. Mobile Phone: **760-937-1209**

**NON-FEE ACCOUNTS:** Consultant shall maintain the following non fee services as part of the technical operation and content management of the MLTS Website: Google Analytics; Share This; Google Webmaster Tools; Bing/Yahoo Webmaster; Binary Canary; Cloudflare; New Relic; Twitter; Facebook.

1. Town's Point of Contact for Non-Fee Accounts (if desired)
  - a. Name: **Nate Greenberg**
  - b. Position: **Town/County GIS Coordinator**
  - c. Email Address: **ngreenberg@mono.ca.gov**
  - d. Mobile Phone: **760-937-1209**

## **CONTINGENCY**

Unforeseen events and opportunities will play a role in the operations of the MLTS Website. MLTS Website operations must be able to respond appropriately to unforeseen circumstances including but not limited to the following:

- Traffic to the MLTS Website exceeds capacity of the web host and crashes the Website. Extra bandwidth and server administration is required immediately.
- A catastrophic web hosting failure necessitates the installation of a full backup of the MLTS Website on an alternative webhost/data center.
- A member of the MLTS Website Technical Team is unable to perform to expectations necessitating alternative solutions to immediate needs.

- Unanticipated changes are needed to MLTS Website content or functionality in response to public safety needs or to fast moving changes in the technological environment that are beyond the control of the MLTS Webmaster or the MLTS Website Technical Team.

In order to maintain the capacity to implement viable solutions for unforeseen circumstances which may affect the reliable operations of the MLTS Website, and to maintain the capacity to implement technical and user interface needs of the MLTS Website that may arise from time to time, MLTPA may maintain time and material consulting agreements with third parties "SparkGeo" of Prince George, British Columbia, Canada, and "HoldFast Creative" of Denver, Colorado. There will be no paid advance or retainer paid for the purpose of establishing these subcontracts. Additionally, MLTPA will be available to work on a time and materials basis on projects designated and assigned by the Town. These third parties shall be retained by Consultant strictly as independent contractors to Consultant and shall not be considered parties to this Agreement or contractees of the Town.

The Town and Consultant acknowledge the following in regards to contingency efforts:

1. Funds for non-emergency contingency tasks will be considered, and may be approved, by the Town Manager or his/her designee based upon budget and scope recommendations of the MLTS Webmaster. These tasks will be considered as "Extra Work" per section 3.3.4 to this agreement.
2. In the event of a failure of the website or the existence of a condition which Consultant believes requires "Extra Work," Consultant shall communicate the failure or condition to the Town Manager (or his or her designee) in writing, along with a proposed course of action to remedy the failure or condition and a cost estimate for doing so.
3. Provided that the Town Manager or his or her designee has approved the work and costs in advance and in writing, Consultant will be reimbursed for the costs of resolving a failure or other condition as described in paragraph 2 above.
4. Should the Consultant encounter a catastrophic situation wherein the website is incapacitated or is delivering misleading and/or potentially harmful information to the public and the catastrophic situation requires extraordinary efforts including either 1) immediately addressing the cause of the catastrophic situation using available resources including posting to the [mammothtrails.org](http://mammothtrails.org) web address a placeholder page advising that the "MLTS Website is currently not available" and 2) the identified contacts for the Town are not responsive per the communication protocols as established through this agreement within one (1) hour of the identification of a catastrophic situation, then the Consultant shall be empowered to take prudent and reasonable corrective actions at a cost not to exceed \$2,500 until communication can be re-established with a representative of the Town who will provide direction on any further corrective actions and will review consultants request for "Extra Work" as required and as detailed in this agreement.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

The contractor will commence the stated scope of services as described in Exhibit "A" upon the execution of the consultant agreement and be in place for a period of 12 months. The Town shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **two (2)** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**EXHIBIT "C"  
COMPENSATION AND BILLABLE RATES**

**Compensation**

The Contractor will be compensated on a month-to-month basis upon receipt of an itemized statement indicating work completed as indicated below. Total compensation for this agreement is \$32,250.

Content Management - Annual Costs:	\$28,500	
Content Management - One-time Costs:	\$3,750	HARD LAUNCH TASK 1 & 2
<b>Total Contract Cost:</b>	<b>\$32,250</b>	+ \$ 2,500 CONTINGENCY.

**Billable Rates**

Per the "Contingency" section" of "Exhibit 'A' - Scope of Service" and in anticipation of efforts that may be required outside of the immediate scope of work as identified in Exhibit "A", the following billable rates are listed below for both contractor's staff and sub-contractors as identified in "Contingency":

MLTPA Staff (rates in effect a/o April 4, 2012, 2012)

<i>Position</i>	<i>Held by</i>	<i>Billable rate</i>
CEO	John Wentworth	\$73.46
Community Relations Director	currently vacant	\$57.00
Operations Director	Megan Mahaffey	\$57.00
Natural Resources Director	Drew Blankenbaker	\$57.00
GIS Coordinator	Chuck Megivern	\$57.00
Data Technician/Paid Intern 1	Kristy Williams	\$37.29
Graphic Intern	Linsey Duddridge	\$42.93
Data/Paid Intern 2	currently vacant	\$28.82
Data/Paid Intern 3	Colin Farrell	\$37.29
Webmaster	Nicole Montano	\$49.93
Specialist	Matt Benjamin	\$59.86
Photographer	Rebecca Garrett	\$42.93
Photo Librarian	Jen Girard	\$32.77

*John*

SparkGeo

Will Cadell - \$95.00 per hour

HoldFast Creative

Derek Balmer - \$95.00 per hour



**Rate Sheet 2013 Update effective 07/18/13**

<b>Position</b>	<b>Held by</b>	<b>Billable rate</b>
CEO	John Wentworth	\$57.00
Community Relations Director	(Vacant)	\$57.00
Operations Director	Megan Mahaffey	\$57.00
Natural Resources Director	Drew Blankenbaker	\$57.00
GIS Coordinator	Chuck Megivern	\$57.00
Data Technician/Paid Intern 1	Kristy Williams	\$37.29
Graphic Intern	Linsey Duddridge	\$44.89
Webmaster	Nicole Montano	\$49.73
Data/Paid Intern 3	Colin Farrell	\$37.29
Video Tech	Colin Farrell	\$49.73
Specialist	Matt Benjamin	\$59.86
Photographer	Rebecca Garrett	\$42.93
Photo Librarian	Jen Girard	\$37.29

# Memo

**To:** Ray Jarvis  
**From:** John Wentworth  
**CC:** Nicole Montano  
**Date:** July 7, 2013  
**Re:** Update to MLTS Website to Accommodate "Trail Conditions"

Ray -

Based on the MLTS Website Partner meeting last week (July 1) and further discussions with MLT, I did some investigating to determine the feasibility of the MLTS Website accommodating both "Alerts" - such as the recently issued USFS fire warnings - and "Trail Conditions" based on information being supplied by the USFS.

In its current configuration, the site cannot accommodate both a global, trail system wide "alert" while also accommodating the current trail/destination "conditions" for each web page. The solution is relatively simple, but will cost a little bit of money.

In discussions with Will Cadell, the most straightforward solution will be to create a CMS field similar to "Alerts" with all of the appropriate web pages updated with hard coded "Trail Conditions" or "Destination Conditions" in addition to the existing "Alerts" fields.

Estimated costs to make this change to the CMS/backend of the site + the necessary graphic updates to the pages themselves breaks down this way:

Will Cadell	8 hours @ 90	720.00
Chuck Megivern	4 hours @ 57	228.00
Nicole Montano	4 hours @ 49.73	198.92
Megan Mahaffey	2 hours @ 57	114.00
John Wentworth	2 Hours @ 57	114.00

Total = \$1,374.92 NOT TO EXCEED.

Please advise as to how you would like best to proceed.

Thanks -

John

*OK to use contingency funds out of Content management Contract. J. Wentworth 7/8/13*

