



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
340 Lake Mendocino Dr. • Ukiah • California 95482 • (707)463-4363 • fax (707)463-5474

NOTICE OF BOARD MEETING

NOTICE IS HEREBY GIVEN that the Ukiah Valley Basin Groundwater Sustainability Agency ("GSA or Agency") Board of Directors ("Board") will hold its Special December 2022 Board meeting at:

1:30 PM – 2:00 PM on Thursday December 8th, 2022

Zoom Meeting Information

<https://us02web.zoom.us/j/81297050348?pwd=UHDna0tGOSsybXVpajdsTHlwTjBwQT09>

Meeting ID: 812 9705 0348

Passcode: 323267

Topic: Ukiah Valley Basin Groundwater Sustainability Agency Special December 2022 Board Meeting

UVBGSA Special December 2022 Board Meeting will be conducted virtually and not available for in person public participation pursuant to the provisions of Government Code section 54953 and the recommendation of the Mendocino County Health Officer.

The public may participate digitally in meetings by sending comments to uvbgsa@mendocinocounty.org or by clicking the link above to join the Zoom meeting, in lieu of personal attendance.

All email comment must be received by 8:00 A.M. the morning of the meeting in order to be published online prior to the meeting.

Action Items that may require a Board vote are indicated with an * on the Agenda.



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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Agenda

1. Call to Order and Roll Call

2. Consent Items

- a. **Board will discuss and consider adoption of resolution of the Ukiah Valley Basin Groundwater Sustainability Agency finding that state or Local officials continue to recommend measures to promote social distancing in connection with public meetings*

Recommended Action: Board adopt resolution 22-04.

3. Public Comment on Items Not on the Agenda

This time is reserved for the public to address the Board about matters not on the agenda and within the jurisdiction of the Board. Persons wishing to speak on the specific agenda items should do so at the time specified for those items.



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4. Discussion and Possible Action Items

a. *Status of DWR Round 2 SGM Implementation Grant

Board will receive presentation on the proposed grant application for the Department of Water Resources ("DWR") Round 2 Sustainable Groundwater Management ("SGM") Implementation Grant Application.

Recommended Action: Board will discuss and consider approval of the grant application for submission and direct GSA staff to submit the grant application upon final approval from GSA Grant Ad-Hoc Committee.

b. *Resolution for DWR Round 2 SGM Implementation Grant Application

Board will discuss and consider adoption of resolution that's required for the DWR Round 2 SGM Implementation Grant Application that the GSA will be submitting in December.

Recommended Action: Board adopt resolution 22-05.

c. GSA Website Development, Hosting, and Maintenance Services Contract

Board will receive the proposed letter proposal by Inbound Design to develop a website for the GSA that's user friendly and ADA compliant. Additional services will also include website maintenance, security, and hosting. Board will discuss and provide feedback on Inbound Design GSA website development, website maintenance, security, and hosting services contract.

Recommended Action: Board direct GSA staff to purchase a web domain for the GSA, contract and coordinate with Inbound Design to develop the GSA website and ongoing maintenance, and prepare and release an announcement to the public about the new GSA website when its live.

5. Adjournment

The Ukiah Valley Basin Groundwater Sustainability Agency complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Mendocino County Executive Office by calling (707) 463-4441 at least five days prior to the meeting.

Please reference the Mendocino County website to obtain additional information for the Ukiah Valley Basin Groundwater Sustainability Agency: <http://www.mendocinocounty.org/uvbgsa>.



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GSA Administration Staff Report

Item No.	2a
Date	12/08/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Discussion and Possible Action Including Adoption of Resolution of the Ukiah Valley Basin Groundwater Sustainability Agency Finding that State or Local Officials Continue to Recommend Measures to Promote Social Distancing in Connection with Public Meetings
Consent Agenda ☒ Regular Agenda ☐ Notice of Public Hearing ☐	

Recommended Action

Board adopt resolution 22-04.

Background

Beginning in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders (N-25-20, N-29-20, N-35-20) collectively modified certain requirements created by the Ralph M. Brown Act (“the Brown Act”), the state’s local agency public meetings law.

Assembly Bill 361 provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor’s Executive Orders. AB 361’s provisions can only be used in the event that a gubernatorial state of emergency 1) has been issued AND 2) remains active. It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (CA GOVT § 8625).

This means that, during a state of emergency, under specified circumstances, AB 361 provides local agencies the flexibility to meet remotely during a proclaimed emergency pursuant to modified Brown Act requirements.

Pursuant to Assembly Bill 361, the Ukiah Valley Basin Groundwater Sustainability Agency is required to reconsider the circumstances of the emergency and make a finding of whether state or local officials continue to recommend social distancing measures. This finding must be renewed every thirty (30) days if any member(s) of the Board will be participating from a location not open to the public. Mendocino County Health Officer Dr. Andrew Coren made such a recommendation on September 29, 2021, which continues to be in place as of the time of agenda publication.



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GSA Staff has prepared the attached draft resolution, containing the required findings, for the Board's consideration and approval.

Fiscal Impact

None.

**RESOLUTION OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
FINDING THAT STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES
TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS**

WHEREAS, all meetings of the Ukiah Valley Basin Groundwater Sustainability Agency are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963), so that any member of the public may attend, participate, and view the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists due to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), pursuant to the California Emergency Services Act (Government Code section 8625) and that State of Emergency is still in effect in the State of California; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(c)(5)(D) specifically recommends physical (social) distancing as one of the measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and

WHEREAS, the Mendocino County Public Health Officer continues to recommend teleconferencing during public meetings of all legislative bodies to protect the community's health against the spread of COVID-19, based in part on the continued increased safety protection that physical/social distancing provides as one means by which to reduce the risk of COVID-19 transmission; and

WHEREAS, the Ukiah Valley Basin Groundwater Sustainability Agency finds that state or local officials have imposed or recommended measures to promote social distancing based on the Mendocino County Public Health Officer recommendation and the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(c)(5)(D); and

WHEREAS, as a consequence, the Ukiah Valley Basin Groundwater Sustainability Agency does hereby find that current conditions meet the circumstances set for in Government Code section 54953(e)(3) to allow this legislative body to conduct its meetings by teleconferencing without compliance with Government Code section 54953 (b)(3), pursuant to Section 54953(e), and that such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed by Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

RESOLUTION NO. 22-04

NOW, THEREFORE, BE IT RESOLVED by the Ukiah Valley Basin Groundwater Sustainability Agency, as follows:

SECTION 1. RECITALS.

All of the above recitals are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS.

The Ukiah Valley Basin Groundwater Sustainability Agency finds that State or local officials continue to recommend measures to promote social distancing pursuant to Government Code section 54953(e)(3) to allow legislative bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

SECTION 3. REMOTE TELECONFERENCE MEETINGS.

The Ukiah Valley Basin Groundwater Sustainability Agency is hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution introduced by _____, seconded by _____, and carried this ____ of _____ 2022, by the Ukiah Valley Basin Groundwater Sustainability Agency, by the following vote:

AYES:

NO:

ABSENT:

ABSTAIN:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

Glenn McGourty, Chair
Ukiah Valley Basin Groundwater Sustainability Agency

Alfred White, Secretary
Ukiah Valley Basin Groundwater Sustainability Agency



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GSA Administration Staff Report

Item No.	4a
Date	12/08/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Status of DWR Round 2 SGM Implementation Grant
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive presentation on the proposed grant application for the Department of Water Resources (“DWR”) Round 2 Sustainable Groundwater Management (“SGM”) Implementation Grant Application. Board will discuss and consider approval of the grant application for submission and direct GSA staff to submit the grant application upon final approval from GSA Grant Ad-Hoc Committee.

Background

On September 8th, 2022, the UVBGSA Board directed GSA Staff to prepare a letter proposal for West Yost, in cooperation with Larry Walker Associates (LWA) through their existing on-call contract with the GSA to provide technical support, to prepare and submit a GSA grant application for the DWR Round 2 SGM Implementation Grant, and for the Board Chair to appoint an Ad-Hoc to guide the proposal and application process. The grant application was originally due on November 30, 2022, but the grant deadline was moved to December 16th. The Board Chair has since formed a Grant Ad-Hoc Committee (Committee) consisting of two Board members, two TAC members, GSA Staff, and LWA staff. The Committee approved West Yost’s proposal in October 2022 and since then, West Yost and LWA have worked with the Committee to develop the grant application.

The Committee is currently reviewing the draft grant project workplans and will be submitting comments by the end of day on December 8th, 2022 to West Yost. West Yost is currently finishing up the remaining grant required attachments and documentation for submission. West Yost will address comments and finalize draft grant project work plans (Attachment 3) and figures (Attachment 4) by December 13.

GSA Staff and the Committee will meet on December 13 to finalize approval of the grant application for submission. GSA Staff will then submit the final grant application by the due date on December 16.

The following table summarizes the grant projects that will be included in the grant, the cost estimate to complete the project, the benefits, type of benefit, and ranked in order of priority:



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Table 1: Ukiah Valley Basin GSA DWR Round 2 SGM Implementation Grant Application Grant Projects Summary Table

Grant Projects	Cost Estimate	Benefits	Benefit Type	Project Prioritization
GSP Updates	\$1.42M	Update GSP, incorporate other project component data	Near term & long term	1
Rate and Fee Study	\$0.27M	Mechanism to fund implementation of GSP	Near term & long term	2
Interconnected Surface Water	\$0.67M	Data gap filling, direct feed into GSP updates, SMCs UPDATE	Near term & long term	3
Recharge Project	\$1.93M	Data gap filling, develop basin recharge master plan, pilot recharge projects	Near term & long term	4
Groundwater Well Inventory	\$0.46M	Data gap filling, direct feed into GSP updates	Near term & long term	5
Water Supply Reliability Study	\$0.58M	Data gap filling, determine resiliency of water supplies, better understand PVP/no PVP impacts, direct feed into GSP updates	Long term	6
Grant Admin	\$0.53M	Cost for GSA staff to manage grant funds. NOTE: project costs above also have funds for GSA staff/consultants to manage the projects	NA	NA
Total	\$5.86M			



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Fiscal Impact

The FY 22/23 budget that was approved on June 23, 2022 includes \$50,000 for the GSA to use to pursue grant funds. It's estimated that this grant effort will cost up to \$50,000 for West Yost and LWA to complete the grant application.



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GSA Administration Staff Report

Item No.	4b
Date	12/08/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Resolution for DWR Round 2 SGM Implementation Grant Application
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will discuss and consider adoption of resolution that's required for the DWR Round 2 SGM Implementation Grant Application that the GSA will be submitting in December. Board adopt resolution 22-05.

Background

On September 8th, 2022, the UVBGSA Board directed GSA Staff to prepare a letter proposal for West Yost, in cooperation with Larry Walker Associates (LWA) through their existing on-call contract with the GSA to provide technical support, to prepare and submit a GSA grant application for the California Department of Water Resources (DWR_ Round 2 SGM Implementation Grant, and for the Board Chair to appoint an Ad-Hoc to guide the proposal and application process. The grant application was originally due on November 30, 2022, but the grant deadline was moved to December 16th. The Board Chair has since formed a Grant Ad-Hoc Committee (Committee) consisting of two Board members, two TAC members, GSA Staff, and LWA staff. The Committee approved West Yost's proposal in October 2022 and since then, West Yost and LWA have worked with the Committee to develop the grant application.

The grant application requires a specific resolution be adopted by the GSA Board to complete the grant application. The resolution's purpose is to formally document that the GSA's has prepared and submitted an application to DWR, has the authority and shall enter into a funding agreement with DWR to receive a grant for the Ukiah Valley Basin Sustainability and Recharge Planning Program, and has designated the GSA General Manager to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with DWR. This grant resolution was prepared as UVBGSA Resolution 22-05 (Attachment 1).



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Fiscal Impact

If the grant is fully awarded, it will provide the GSA up to \$5,849,140 to implement the Ukiah Valley Basin Sustainability and Recharge Planning Program. It's anticipated that 90% of these funds will be provided to the GSA upon execution of the grant agreement per communications from DWR staff and that the remaining 10% of the funds that are withheld will be fully reimbursed at the end of the grant contract on April 30, 2026.

**RESOLUTION OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
TO APPLY FOR THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT (SGM) GRANT
PROGRAM SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)
IMPLEMENTATION GRANT**

Resolved by the Ukiah Valley Basin Groundwater Sustainability Agency, that an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the Ukiah Valley Basin Groundwater Sustainability Agency has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the: Ukiah Valley Basin Sustainability and Recharge Planning Program.

The General Manager of the Ukiah Valley Basin Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

Passed and adopted at a meeting of the Ukiah Valley Basin Groundwater Sustainability Agency on December 8, 2022.

Erik Cadaret, General Manager
Ukiah Valley Basin Groundwater Sustainability Agency

Chair: _____
Glenn McGourty, Chair
Ukiah Valley Basin Groundwater Sustainability Agency

Clerk/Secretary: _____
Alfred White, Secretary
Ukiah Valley Basin Groundwater Sustainability Agency

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Ukiah Valley Basin Groundwater Sustainability Agency on December 8, 2022.

Clerk/Secretary: _____
Alfred White, Secretary
Ukiah Valley Basin Groundwater Sustainability Agency



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GSA Administration Staff Report

Item No.	4c
Date	12/08/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	GSA Website Development, Hosting, and Maintenance Services Contract
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive the proposed letter proposal by Inbound Design to develop a website for the GSA that's user friendly and ADA compliant. Additional services will also include website maintenance, security, and hosting. Board will discuss and provide feedback on Inbound Design GSA website development, website maintenance, security, and hosting services contract. Board direct GSA staff to purchase a web domain for the GSA, contract and coordinate with Inbound Design to develop the GSA website and ongoing maintenance, and prepare and release an announcement to the public about the new GSA website when its live.

Background

The UVBGSA has expressed interest to create a GSA website that's independent from being hosted and maintained by the County. GSA Staff have identified a local business, Inbound Design (DBA wpONcall), that can provide the following services:

Website Development by Inbound Design

- \$2,500 with estimated completion date January 2023

Website Maintenance, Security, Hosting, and ADA Compliance Services by wpONCall

- Website maintenance, and security (\$1,908/year)
- Website hosting (\$125/year)
- ADA compliance (\$490/year)

GSA staff will work with Inbound Design to migrate existing GSA website content to new website and to prepare website content updates for new website. Estimated cost for this level of support is \$1,500. Once the website is up and running, estimated cost for GSA to support website updates is \$2,500 per year. GSA Staff will also issue an announcement about the new website via email to all GSA email list participants.



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The GSA contract with Inbound Design and their proposal for website development, maintenance security, hosting, and ADA compliance is provided in the Attachment 1.

Fiscal Impact

The development of the new website, hosting, and initiation of website maintenance, security, and ADA compliance services is estimated to cost \$6,546 in FY 22/23. For future fiscal year website maintenance and updates, it's estimated to cost \$5,023 per year starting in FY 23/24 based on increased number of meetings and workshops that GSA would provide if the GSA received grant funding to implement PMAs.

Task	FY 22/23	FY 23/24	FY 24/25
Website Development (Inbound Design)	\$2,500	\$0	\$0
wpOnCall Services for website maintenance/security, hosting, and ADA compliance	\$2,523	\$2,523	\$2,523
GSA Staff Updates of Website	\$1,500	\$2,500	\$2,500
Subtotal	\$6,546	\$5,023	\$5,023

Attachments

Attachment 1 – GSA Contract with Inbound Design and associated proposal

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT WITH INBOUND DESIGN, IN THE
AMOUNT OF \$2,500 FOR WEBSITE DEVELOPMENT, AND \$2,523 PER FISCAL
YEAR OF WEBSITE MAINTENANCE, SECURITY, AND ADA SERVICES, FOR A
TOTAL NOT TO EXCEED AMOUNT OF \$10,069.**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as "UVBGSA", and Inbound Design (DBA wpONcall), hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency, UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency's power; and,

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code), UVBGSA is in need of website development, maintenance, security, and Americans with Disabilities Act ("ADA") related services related to implementation of the Ukiah Valley Basin Groundwater Sustainability Agency; and,

WHEREAS, due to CONSULTANT's in-depth knowledge of professional websites, hosting platforms, and ongoing support and security for websites, including ADA services, UVBGSA desires to obtain CONSULTANT for its website development, maintenance, security, and ADA services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Insurance Requirements
Exhibit C	Payment Terms
Exhibit D	ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2023

for website development and June 30, 2025 for maintenance, security, hosting, and ADA compliance services.

The compensation payable to CONSULTANT hereunder shall not exceed Two Thousand and Five Hundred Dollars (\$2,500) for website development and Two Thousand, and Five Hundred Twenty-Three Dollars (\$2,523) per Fiscal Year for website maintenance, security, hosting, and ADA compliance services for the term of this Agreement.

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

UVBGSA

By: _____
GLENN MCGOURTY, CHAIR
BOARD OF DIRECTORS

Date: _____

UVBGSA FISCAL REVIEW:

By: _____

Date: _____

UVBGSA INSURANCE REVIEW:

By: _____

Date: _____

UVBGSA LEGAL COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____

INBOUND DESIGN (DBA WPONCALL)

By: _____
KEVIN GALLAGHER, FOUNDER

Date: _____

NAME AND ADDRESS OF CONSULTANT:

Kevin Gallagher

422 Larkfield Center #105

Santa Rosa, CA 95403

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

Date: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the UVBGSA in any capacity whatsoever, and UVBGSA shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold UVBGSA harmless from any and all liability which UVBGSA may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of UVBGSA.

CONSULTANT does, by this Agreement, agree to perform their said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in their field and that the sole interest of UVBGSA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the UVBGSA.

Notwithstanding the foregoing, if the UVBGSA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, UVBGSA may upon two (2) week's written notice to CONSULTANT,

withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONSULTANT shall assume the defense of, indemnify, and hold harmless the UVBGSA, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of UVBGSA. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONSULTANT shall at all times during the term of the Agreement with the UVBGSA maintain in force those insurance policies and bonds as designated in the attached Exhibit B and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from UVBGSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that they will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to UVBGSA certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold UVBGSA harmless from any and all liability, fines, penalties and consequences from

any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify UVBGSA by telephone. CONSULTANT shall promptly submit to UVBGSA a written report, in such form as may be required by UVBGSA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of UVBGSA's equipment, tools, material, or staff were involved.
 - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the UVBGSA the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "C" hereto as funding permits.

If UVBGSA overpays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to UVBGSA within 30 days, or at UVBGSA's option, permit UVBGSA to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from UVBGSA for a service, reimbursement for which is later disallowed by UVBGSA, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to UVBGSA upon request within 30 days, or at its option UVBGSA may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to UVBGSA in a timely manner and consistent with the terms specified in Exhibit C. In no event shall UVBGSA be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit C.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the UVBGSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by UVBGSA, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by UVBGSA to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants UVBGSA and any assignee of UVBGSA an express royalty – free license to retain and use said Documents and Materials. UVBGSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

UVBGSA's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

zElectronic Mail transmission: When sent by email to the email address of the recipient known to the party giving notice, notice is effective once the email has been both sent and received. Such emails shall be sent with a “read notification”.

Addresses for purpose of giving notice are as follows:

To UVBGSA: UVBGSA
2020 Research Park Drive
Suite 100
Davis, CA 95618
Attn: Erik Cadaret
Email: ecadaret@westyost.com

To CONSULTANT: Inbound Design
422 Larkfield Center #105
Santa Rosa, CA 95403
ATTN: Kevin Gallagher
Email: kevin@wponcall.com_____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF UVBGSA PROPERTY: CONSULTANT shall not use UVBGSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, medical condition, sex, sexual orientation, gender, gender identity, genetic information, ancestry, national origin, age, religion, Veteran’s status, political affiliation, marital status, domestic partner status, or any other factor prohibited by law.

- b. CONSULTANT shall, if requested to so do by UVBGSA, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by UVBGSA, CONSULTANT shall provide UVBGSA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with County of Mendocino's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of UVBGSA. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon UVBGSA's request, CONSULTANT shall file copies of same with UVBGSA.
- CONSULTANT represents and warrants to UVBGSA that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to UVBGSA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to UVBGSA, and shall furnish to UVBGSA, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as UVBGSA may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with UVBGSA requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of UVBGSA, make such books and records available to UVBGSA for inspection at a location within the County of Mendocino, electronically, or physically at another mutually agreed on location. UVBGSA or CONSULTANT shall pay to UVBGSA the reasonable, and necessary costs incurred by UVBGSA in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. UVBGSA further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by UVBGSA, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after UVBGSA makes the final or last payment or within four (4) years after any pending issues between UVBGSA and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following UVBGSA's last payment to CONSULTANT under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, UVBGSA Chair of the Board of Directors, or any other person designated by UVBGSA. In the event that UVBGSA should abandon, terminate

or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit C hereto, provided that the maximum amount payable to CONSULTANT for its website development shall not exceed \$2,500 payment and \$2,523 per Fiscal Year for maintenance, security, and ADA services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON-APPROPRIATION:** If UVBGSA should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, UVBGSA may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of UVBGSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSA in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time UVBGSA has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, UVBGSA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to UVBGSA, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without UVBGSA's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to UVBGSA, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to UVBGSA under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against UVBGSA relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend UVBGSA pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for UVBGSA the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including , email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH UVBGSA

Contractor shall cooperate with UVBGSA and UVBGSA staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in

Consultant's profession. UVBGSA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by UVBGSA shall not operate as a waiver or release. If UVBGSA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, UVBGSA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with UVBGSA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

Website Development

- Create a GSA website.
- Migrate existing GSA website content to new website.
- Prepare and release an announcement to the public about the new GSA website
- Prepare website content updates for new website

Maintenance, Security, and ADA services

- Content changes to website (Changing text on a page, adding pictures, adding a blog post)
- Daily cloud backup of entire website contents and database
- Daily security scans
- Updates to current version of Word Press
- Daily updates to plugins on the website
- Removal of all spam comments from database
- Check for dead links, missing files/images
- Full ADA compliance using a third-party service called Accesibe

A more detailed scope of work and proposed budget included as Attachment 1 to Exhibit A.

[END OF DEFINITION OF SERVICES]



PROJECT PROPOSAL

Ukiah Valley Basin Groundwater Sustainability Agency Website

PREPARED FOR

Erik Cadaret

BY

Kevin Gallagher
Inbound Design

CONTACT

(707) 536-1196
kevin@inbounddesign.com

GOALS AND OBJECTIVES

A new website for the Ukiah Valley Basin Groundwater Sustainability Agency will address the following needs:

- Migrate all content and recreate website into a mobile-responsive WordPress website.
- A responsive design that allows the website to reformat the formatting based on the user's resolution, making the site mobile-optimized.
- Integrate a content management system with visual page builder to allow you to edit website content without HTML knowledge (WordPress).
- Create strong call to action and improved navigation to simplify user experience and gain more donations.
- Implement security measures to ensure fully secure website.

SOLUTION

To meet the goals for your website, Inbound Design will build a website that addresses the points above and is:

- Modern, professional and easy to navigate.
- A strong foundation for search engine optimization and marketing efforts.
- Manageable and user friendly to update and improve over time. We build our sites in a manner that allows the easiest possible content editing for your staff.

We use a unique design process where we dedicate our time to your project for two full "build" days. During these two days, all design, buildout and training are completed. We do not take on any other projects, meetings or other interruptions

so we can dedicate our focus to your project. We find this process to be more efficient and collaborative.

Inbound Design will provide one design mockup image based on your needs and design preferences. This mockup will be a reflection of the finished site with your content. Unlimited design revisions to this mockup are included. Your website will be completely built, customized and optimized based on your vision. The website will be built on a development server so that you can see the website in progress without downtime of the current site. We will use your current website content to design and build your site. At site completion, Inbound Design will install and setup the new website on our recommend host or the host of your choosing.

WEBSITE FEATURES

The website will include the following features:

› **WordPress Content Management System**

Allows you to edit your website without any coding knowledge.

› **Fully Built Pages**

Each page will be formatted and populated with your content and photos.

› **Installation of Google Analytics**

Allows you to monitor vital statistics for your website including where visitors are coming from, how long they stay.

› **Functional Contact Forms**

Allow your clients to contact you from within your website without using their email program

› **User-friendly Navigation Links**

Make it easy for site visitors to explore deeper into the content of your website.

› **Cross-browser Compatible**

Your website is guaranteed to display correctly in the major browsers (Firefox, Safari, Chrome)

› **Website Training**

We will show you how to manage your website.

› **Publishing of Website**

After final revisions are made, we will publish your website on the hosting of your choice.

PAST WEBSITES

Northern Sonoma County Air Pollution Control District – <https://nosocoair.org/>

Sonoma County Forest Conservation Working Group – <https://sonomaforests.org/>

Sonoma County Transportation Authority – <https://scta.ca.gov/>

San Jose Clean Energy – <https://sanjosecleanenergy.org/>

ADDITIONAL OPTIONS:

Website Maintenance:

Let us take care of keeping your website up to date. Maintenance can include any of the following:

- Content changes to website (Changing text on a page, adding pictures, adding a blog post)
- Daily cloud backup of entire website contents and database
- Daily security scans
- Updates to current version of WordPress
- Daily updates to plugins on your site
- Removal of all spam comments from database
- Check for dead links, missing files/images

I recommend the 3 hour per month plan, which is \$159 per month. The website build is discounted if signing up for a monthly maintenance plan (1 year minimum).

ADA Compliance

For full ADA compliance (WCAG 2.1), I recommend using a third party service called Accesibe (<https://accessibe.com/accesswidget>). This service is \$490 per year. This proposal includes setting up Accesibe on the site, but does not include the yearly cost that you pay directly to Accesibe. You can see an example of their widget at the bottom left corner of this page: <https://sanjosecleanenergy.org/>

Hosting

Inbound Design can host your site on our servers (powered by SiteGround). Yearly cost is \$125 per year.

QUOTE

ITEM	PRICE
Ukiah Valley Basin Groundwater Sustainability Agency Website (2 Day Build)	\$3000
Discount for ongoing website maintenance signup	-\$500
TOTAL	\$2,500

50% Deposit due to commence project.

50% Due after final revision, before publishing website.

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude UVBGSA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to UVBGSA certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT C

PAYMENT TERMS

1. CONSULTANT shall be compensated on a time-and-expense basis, not to exceed \$2,500 for website development, and \$2,523 per fiscal year of maintenance, security, and ADA services for up to two fiscal years. This fee shall not be exceeded without the prior written authorization from UVBGSA.
2. CONSULTANT shall submit invoices no less than quarterly, detailing the specific services provided and clearly explaining any incidental charges.
3. UVBGSA shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
4. Payments for work completed by CONSULTANT will be made by UVBGSA within 30 days of receipt of CONSULTANT's invoice.

[END OF PAYMENT TERMS]

ATTACHMENT 1 TO EXHIBIT C

Table 1. Inbound Design Task Budget			
Task	Fiscal Year 2022/2023 Budget, Dollars	Fiscal Year 2023/2024 Budget, Dollars	Fiscal Year 2024/2025 Budget, Dollars
Website Development	\$2,500	\$0	\$0
Services for website maintenance/security, hosting, and ADA compliance	\$2,523	\$2,523	\$2,523
Total Project Budget	\$5,023	\$2,523	\$2,523

EXHIBIT D

EPAYABLES INFORMATION

UVBGSA is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County of Mendocino has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na