



## GRAND VALLEY METROPOLITAN COUNCIL

ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BYRON TOWNSHIP • CALEDONIA TOWNSHIP • CANNON TOWNSHIP • CASCADE TOWNSHIP • CEDAR SPRINGS • COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP • GRANDVILLE • GREENVILLE • HASTINGS • HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • MIDDLEVILLE • OTTAWA COUNTY • PLAINFIELD TOWNSHIP • ROCKFORD • SPARTA • SPARTA TOWNSHIP • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

# GVMC EXECUTIVE COMMITTEE

**Noon, May 17, 2012**

**GVMC Offices**

- 1) Approval of April 2012 Minutes**
  
- 2) Financials**
  
- 3) Legislative**
  - a) Possible Meeting with Pete McGregor & Roy Schmidt (June 11 or 15)**
  - b) PPT Update**
  
- 4) LGROW Contracts**
  
- 5) Board Presentation June 7 - West Michigan Sports Commission – Mike Gusweiler, Dick VanderMeulen**
  
- 6) Board Presentation June 7 -West Michigan Policy Forum Jared Rodriguez**
  
- 7) Open Discussion with Executive Director**
  
- 8) Next Meeting – June 21, 2012**
  
- 9) Adjourn**

**Grand Valley Metro Council  
Executive Committee Meeting**

April 19, 2012

Noon

Grand Valley Metro Council  
678 Front Ave. NW, Suite 200  
Grand Rapids, MI

**Minutes**

**Present**

Jim Buck  
Daryl Delabbio  
Cindy Janes  
George Heartwell  
Don Hilton, Sr.  
Cy Moore  
Rick Root  
Alan Vanderberg  
Rob VerHeulen  
Michael Young

City of Grandville  
Kent County  
Cascade Township  
City of Grand Rapids  
Gaines Township  
Council Treasurer  
City of Kentwood  
Ottawa County  
City of Walker  
City of Rockford

**Absent**

**Other**

Abed Itani  
Andy Bowman  
Gayle McCrath  
John Weiss

Grand Valley Metro Council  
Grand Valley Metro Council  
Grand Valley Metro Council  
Grand Valley Metro Council

**1. Call to Order**

Chair Jim Buck called the meeting to order at 12:15 p.m.

**2. Approval of Minutes**

**MOTION - To Approve the March 2012 GVMC Executive Committee Meeting Minutes. MOVE – Heartwell. SUPPORT – Fox. MOTION CARRIED.**

### 3. Review of Quarterly Luncheon

John Weiss reported on the success of the April 9<sup>th</sup> Quarterly Luncheon. Approx. 100 people attended the presentation from Mark Murray which was very well received. That interaction with Mr. Murray led to an invitation for ten GVMC members to hear former Governor John Engler speak at the Economics Club.

Gayle McCrath reported on the finances of the Quarterly Luncheon. Even with 100 attending, the cost of the luncheon is approximately \$23.30 pp. With our previous average of 50 people in attendance it is approximately \$29.00 pp. Costs include room charge, lunch, dessert, service charge. Additionally, every time the Board meeting is held at the Prince Center, there is a cost of \$250 room charge and \$160 for food & beverage. The cost of the luncheon is currently \$22. There are questions of whether increasing the price would make it cost prohibitive.

Options for reducing losses include eliminating dessert; changing venue which could save on costs for the Board meeting; eliminating part of the refreshments at the Board meeting; and increasing the cost to \$25.

### 4. Legislative Update

John Weiss reported on the PPT issue. Monday there is a meeting scheduled at GVMC with Senators Hildenbrand & Jansen on the PPT. It is a fast moving issue. Enclosed in this week's update will be information on the bills and contacts.

Daryl Delabbio reported on the "Replace Don't Erase" campaign. Attempts to make replacement constitutional are unlikely to be successful. Rumor is that the House won't touch the legislation until after the election.

### 5. Mic Gunderson – KCEMS

Mic Gunderson of KCEMS discussed proposed organizational change of the KCEMS Board. The plan to improve representation is to remove two current KCEMS Executive Committee members and to add two from the municipalities served; one to be added from within urban core and one from outside the core area.

KCEMS is asking GVMC to, as a neutral party, facilitate those appointments.

John Weiss reported he felt it was a good use of the Metro Council's membership and that it fit well with GVMC's mission. Lots of the issues being addressed by KCEMS are at the operational level and don't necessarily filter up. By changing the structure of their Board, KCEMS would increase communication and understanding of issues by the governing bodies of the local governments.

Jim Buck stated John Weiss should set up the meeting to facilitate this appointment/election.

John also reported on a meeting he initiated between KCEMS and REGIS regarding use of GIS information to make emergency response quicker & more accurate.

## 6. Survey of Local Officials

John Weiss reported the survey of elected officials went out to 241 people this morning and mirrors the public survey that was done previously. This one isn't limited to Kent County, but rather is of "West Michigan". The survey was done in conjunction with the Johnson Center at GVSU.

## 7. MDOT Audit Letter

John Weiss reviewed the official MDOT audit letter. Settlement included \$159,305 (most of which is already recorded in accounts payable) and the forgiving of the \$165,500 owed by REGIS. The letter included directions to make sure all contracts are approved by MDOT before being signed by subcontractors and to record labor hours in a manner consistent with MDOT methodology.

## 8. Public Relations

John Weiss reviewed several recent newspaper and internet stories regarding GVMC. He also reported on an upcoming appearance by Rob VerHeulen and himself on the Shelly Irwin show at GVSU. He pitched stories regarding LGROW, REGIS, etc., with prospects of five shows between now and summer on the show. John said he will see if the programs can be streamed on GVMC's website.

## 9. Pavement Management Van

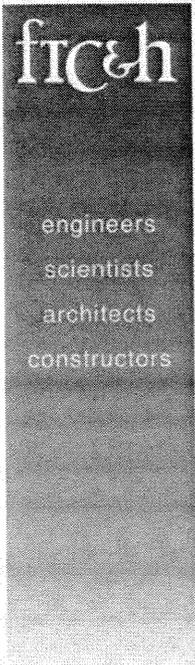
John Weiss reported the Pavement Management Van is currently in Florida being repaired. At this time the van is entirely paid for and we are marketing it to other communities, making it a revenue source for GVMC.

Abed Itani requested approval of addition of rear facing cameras to the van which would allow more efficient completion of street sign projects. The camera is expected to cost \$25,000. The payoff for this expense is estimated at 2 years and funds are available in the budget.

Abed also reported GVMC and Jim Snell will receive an award on the 25<sup>th</sup> from the Asset Management group.

**MOTION – To Approve the \$25,000 Expenditure to Add an Additional Camera to the Pavement Management Van. MOVE – Vanderberg. SUPPORT – Fox. MOTION CARRIED.**

## 10. Staff Excused – 1:15 p.m.



May 14, 2012  
Project No. G120006

Mr. Andy Bowman  
Grand Valley Metropolitan Council  
678 Front Avenue, NW  
Suite 200  
Grand Rapids, MI 49504-5319

Re: Proposal for Professional Services for the Lower Grand River Organization of Watersheds (LGROW) Communications and Business Plan

Dear Andy:

Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) is pleased to submit this proposal to continue to assist the Grand Valley Metropolitan Council (GVMC) and LGROW in implementation of a Communications and Business Plan.

A cooperative effort by agencies and communities in the Lower Grand River Watershed (LGRW) has resulted in a federally approved Watershed Management Plan (WMP). LGROW recognized a need to educate community leaders in the watershed about the WMP and how to use it to make informed planning decisions for their communities.

LGROW developed a Communications and Business Plan to accomplish this goal and applied to local organizations for funding to implement specific tasks in the plan. FTC&H will assist LGROW in the implementation of Task 4D as follows:

1. Create an Executive Summary of the WMP to be used as a Citizen's Version at presentations on how to use the WMP.
2. Develop a presentation tool, such as a PowerPoint or interactive display, to present to key stakeholder groups.
3. Reproduce the WMP in various forms, such as DVDs or flash drives, for distribution.
4. Arrange and facilitate 5 educational sessions throughout the LGRW.

FTC&H will complete the above tasks for a fee not-to-exceed Five Thousand Two Hundred Dollars (\$5,200).

FTC&H is willing to assist with additional services to LGROW as part of the Communications and Business Plan, as needed. These tasks would be charged on an hourly basis for time and materials, to be determined if services are requested.

Task 1: Establish benchmarking and summarize results and recommendations.

Task 2: Arrange and conduct focus group sessions for stakeholders, working with Grand River Forum participants and MS4 communities.

Task 3: Develop and propose an implementation schedule of the communications strategy and key performance indicators for implementation.

Task 4: Work with subbasins for developing effective educational materials, work with the Data Repository, and contribute to website content.

Task 5: Determine stakeholder needs and LGROW resources and initiate first steps of the Business Plan.

1515 Arboretum Dr., SE  
Grand Rapids, MI  
49546  
ph: 616.575.3824  
fax: 616.575.8155  
www.ftch.com



Mr. Andy Bowman  
Page 2  
May 14, 2012

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Ms. Nancy Befus (nabefus@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Should you have any questions, please call.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, reading 'E. Wendy Ogilvie'. The signature is written in a cursive style with a large initial 'E'.

E. Wendy Ogilvie, LEED-AP

jah

# Letter of Agreement

CENTER FOR ENVIRONMENTAL STUDY

*and*

LOWER GRAND RIVER ORGANIZATION OF WATERSHEDS

GRAND VALLEY METRO COUNCIL

The purpose of this Agreement is to define the terms and conditions for services that will be provided by the Center for Environmental Study (CES) to support the efforts of the Lower Grand River Organization of Watersheds (LGROW) in pursuing actions to improve its organizational capacity for long-term sustainability. Subsequent to CES assistance in preparing proposals, LGROW has secured funds approved by several local foundations for completing projects focused on organizational capacity. The following proposals are incorporated into this agreement by reference: proposals to the Wege Foundation dated October 25, 2011, the Frey Foundation dated December 5, 2011, and the Grand Rapids Community Foundation dated February 24, 2012. With oversight by the Grand Valley Metro Council (GVMC), CES agrees to serve as a supporting partner in completing tasks that will provide LGROW with products and services as defined in these proposals and as summarized below:

1. On behalf of LGROW, CES will complete the following tasks as outlined in proposals prepared by LGROW and CES:
  - a. **Benchmark Best Practices** in Watershed Organizations, capturing “lessons learned” and the best features of other organizations, including techniques to cultivate memberships (task not to exceed \$5,280 without prior agreement);
  - b. **Prepare Communication Strategy** that uses benchmark and focus group results, profiles key audiences, recommends actions and priorities for membership development, and proposes a schedule and performance indicators for implementing various activities in the watershed (task not to exceed \$8,240 without prior agreement);
  - c. **Develop guidance for use of portable displays**, including targeted audiences, events listing, possible display locations, suggested resources, and evaluation tools (task not to exceed \$8,780 without prior agreement);
  - d. **Enhance LGROW media content** by acquiring quality digital photographs of the watershed during different seasons representing various locations (task not to exceed \$6,160 without prior agreement);
  - e. **Assist with the development of the LGROW Business Plan**, such as establishing plan elements and determining constituent needs for the immediate (1-year), short-term (5-years) and long-term (20-years) actions (task not to exceed \$4,345 without prior agreement);
  - f. **Assist with Other Tasks**, as may be needed and as requested by LGROW, such as assisting with focus groups and with the educational sessions on understanding and using the Lower Grand River Watershed Management Plan (such assigned tasks will not cause the total project amount due to CES to exceed \$33,305 without prior agreement).
2. CES will undertake these described tasks, and any other reasonably related tasks requested by LGROW, for a term beginning (May 1, 2012) with the initial benchmark study, until (April 30, 2014) when either CES tasks are completed and/or the project concludes. This term may be modified with the written approval of all parties.

3. GVMC will pay CES compensation for its services assigned and accepted at a rate of \$55.00 per hour plus expenses (travel, materials, etc.) incurred by CES for LGROW tasks. Total charges expected for work performed by CES for each assigned and accepted task will not exceed an amount specified in writing by both parties prior to commencement of services (see assigned tasks under item 1). CES will submit progress invoices to GVMC on a quarterly (monthly) basis showing charges for services performed during the invoice period plus any expenses. Within 30 days of the date of GVMC's receipt of CES's invoice, GVMC will pay the full amount of such invoice. If GVMC objects to all or any portion of an invoice, GVMC will notify CES of any objection within 15 days from the date of receipt of the invoice, and the parties will immediately make every effort to settle the disputed portion of the invoice.
4. At any time, GVMC may, in writing, make changes in the scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in CES's cost or time required to perform any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing by both parties.
5. Either party may suspend or terminate any part or all of the remaining services in this Agreement at any time by providing the other party with 15 days prior written notice. Upon receipt of such notice, CES will promptly discontinue services except as specified in the notice. GVMC shall pay and reimburse CES for services performed prior to the date of termination upon receipt by GVMC of a written summary of services performed to date.

The foregoing sets forth the terms and conditions of the Agreement between LGROW and CES with oversight by GVMC. The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their organizations and that the parties will fulfill the terms of this Agreement. This Agreement will be in effect immediately upon signing by both parties.

**CENTER FOR ENVIRONMENTAL STUDY**

By: \_\_\_\_\_ DATE \_\_\_\_\_  
*Gary DeKock, President, on behalf of the Center for Environmental Study Board of Trustees*

\_\_\_\_\_  
 Print Name

**GRAND VALLEY METRO COUNCIL**

By: \_\_\_\_\_ DATE \_\_\_\_\_  
*John Weiss, Executive Director, Grand Valley Metro Council*

\_\_\_\_\_  
 Print Name

## Website Development Contract

Client: Lower Grand River Organization of Watersheds

Authorized Contact: John Weiss

Phone: (616) 776-7604

Email: john.weiss@gvmc.org

Date: 4/27/2012 (expires 5/27/2012)



### Description of Services:

This is a contract between Grand Rapids Community Media Center and Lower Grand River Organization of Watersheds. Hereafter, Lower Grand River Organization of Watersheds will be referred to as "Client" and Grand Rapids Community Media Center will be referred to as "Developer."

Client is contracting with Developer to perform the following services:

- 1) Design and development of a website, which includes:
  - a) Page Content and Menu System
    - i) Allows for dynamic creation, deletion, and editing of basic content pages, as well as basic content for programmed pages
    - ii) Allows for dynamic structuring of the site navigation menu
  - b) Watershed System
    - i) Allows Page Content and Menu System pages to be associated with a watershed
    - ii) Specified pages will display with the watershed's logo
  - c) Featured Content Slideshow
    - i) Allows for Client to upload photos and captions which will display as a slideshow
    - ii) Client can create multiple slideshows which can be attached to specified pages through integration with the Page Content and Menu System
  - d) Board Member Listing
    - i) Will display photo, name, position in the board, and a short biography
    - ii) System will integrate with the Watersheds System to create board listings specific to the organization and the different watersheds
  - e) Event Calendar
    - i) System will display the months events in list format along the left side and will display a calendar of the current month to the right
    - ii) Calendar will be interactive with arrow buttons to view future and past month's events, and clicking on a day in the calendar will show only that day's events
    - iii) Changes to the month will be handled through AJAX so the whole page is not forced to reload, but will make use of the browser's history to keep the functionality of back and forward buttons
    - iv) System will integrate with the Watershed System to associate events with watersheds for display on their specific event calendar page as well as the master page
  - f) Blog System
    - i) System will include comments, RSS feeds, archives, and permalinks to each post
    - ii) System will integrate with the Watershed System to display specified posts on the watershed's blog page
    - iii) System will be able to import external feeds for the individual watersheds
    - iv) System will allow visitors to "build their own RSS feed" by selecting the different watersheds they would like to include

- g) Watershed Map
  - i) A large image map showing the different watersheds associated with the client
  - ii) Client will supply the graphic with clickable areas clearly labeled
- h) Contact Directory
  - i) name, photo, and contact information for organizational and watershed contacts
  - ii) Individual contact forms for organization and watersheds
- i) Training
  - i) In-person or over the phone training on how to use dbEditor to update website or any other training in regards to work in the contract Training session(s) not to exceed a total of 2 hours. Any training provided that exceeds 2 hours will be billed at the current hourly rate.

*Cost: \$5,056 (one-time fee)*

- 2) Annual hosting of website, which includes:
  - a) 100MB of web space
  - b) PHP support
  - c) 1 MySQL database
  - d) FTP access to website files
  - e) Daily backups of your data
  - f) Website statistics on the 1<sup>st</sup> of every month provided by AWStats

*Cost: Free for the first year for new clients, \$50/year thereafter*

- 3) Use of dbEditor software
  - a) Web-based tool will allow client to update pre-determined sections of their website as described above.
  - b) dbEditor software is owned by Developer and Client may not sell or redistribute this software under any circumstances.

*Cost: \$75 (one-time fee)*

- 4) Registration of a domain name for Client's website:
  - a) Client will be billed annually for the domain name registration fee by Developer, which Developer pays to a third party authorized registrar

*Cost: \$15.45/year*

- 5) Annual NPO Membership
  - a) Membership is required by all Clients
  - b) NPO's must be a 501©3 non-profit organization and be able to provide proof of this status
  - c) Client must fill out the CMC Membership Form to activate membership

*Cost: \$72/year*

**Estimated Total Cost: \$5,218.45**  
**50% Due Upfront: \$2,609.45**

*Please make checks payable to:*

**Grand Rapids Community Media Center**  
**Attn: IT Department**  
**711 Bridge Street NW**  
**Grand Rapids, MI 49504**

# Lower Grand River Organization of Watersheds (LGROW)

<http://www.lgrow.org>

## Contact Information

Kevin Lignell  
Graduate Assistant  
Grand Valley Metro Council  
[kevin.lignell@gvmc.org](mailto:kevin.lignell@gvmc.org)  
616-719-4992

## Project Description

A new website for LGROW, which includes separate micro sites for each of the watersheds, controlled by watershed board members.

## Site Plan

### Home Page

- Main LGROW news feed
  - 3 most recent items from main LGROW News feed
  - RSS icon link to RSS feed
- Local Watershed news feed
  - 4 most recent items from watershed news blogs, aggregated together
  - RSS icon link to aggregated RSS feed
- Event calendar
  - Next 3 upcoming events
- Subscribe to newsletter form
- Link to Facebook Group
- Featured Content Slideshow
  - Large image and link

### About

- Info
  - Content page
- History
  - Content page
- Board
  - Database of board members
    - Headshot
    - Name
    - Position
    - Bio

### Watersheds

- Map (landing page)
  - A large clickable map of the watersheds.
  - list of watersheds
  - What is a watershed excerpt
- What Is a Watershed?
  - Content page
- Individual Watersheds (Rogue)

- Background
  - content page
- Board
  - Database of watershed board members
    - Headshot
    - Name
    - Position
    - Bio
- News
  - News blog
    - Comments
    - Archives
    - RSS
    - Free tagging
    - Can be external feed linking back to the originating site
  - Newsletters
    - Archive of newsletters
- Events
  - Part of the master calendar system, using appropriate
  - watershed board members can add events
- Contact
  - Contact information customizable by watershed board
  - Contact form
    - recipient changeable by watershed board

#### Membership

- Benefits
  - Content Page
- Levels
  - Content Page
- Join
  - Membership webform
    - 3<sup>rd</sup> Party

#### News

- News Blog
  - Comments
  - Archives
  - RSS
  - Categories
  - Free tagging
- Newsletters
  - Subscribe form
  - Archive

#### Events

- Master Calendar
  - Standard calendar module
    - categories
      - LGROW

- Rogue
- Thornapple River
- Plaster Creek
- Sand Creek
- Flat River
- Event registration
  - 3<sup>rd</sup> Party

#### Data

- Content page
- Watershed Management Plan
  - Content page + sub pages linking to pdf
- link to Annis Water Research Institute's LGROW data depository:
  - <http://www.gvsu.edu/wri/isc/lower-grand-river-watershed-data-repository-325.htm>

#### Contact

- Contacts Directory
  - Main LGROW contacts
  - By Watershed
    - contact info from individual watershed pages
  - Contact form
    - recipient of form can be changed by LGROW admin

## Terms of Contract:

### 1 - Content

Client agrees to supply all content (including but not limited to text, graphics, photos and designs) needed to complete the project as defined in Description of Services. All content must be received from Client within 5 days from the project start date. Failure of Client to supply the necessary content within 5 days of the start date will result in Developer not being able to meet the proposed finish date and a new finish date will be assigned once all content has been received from Client.

### 2 - Payment

Client agrees to pay 50% upfront of the project total before work on the project can begin. Once the signed contract and 50% payment has been received, Client will receive a start date and finish date for this project. Client will submit the remaining payment to Developer within 15 days after the finish date as specified in the contract. Client website will not go live on the Internet until full payment has been received.

If Client disputes any portion of the invoice, Client agrees to pay the undisputed portion of the invoice and to submit a written notice within 15 days of invoice date documenting the reasons the remaining amount is disputed. After receipt of such notice, Developer will undertake an investigation of the disputed charges, and both parties agree to make a best efforts attempt to resolve the dispute. Any failure by Client to submit a written dispute of charges within 15 days of invoice date shall be deemed final agreement with all charges on the invoice.

Client agrees to pay to Developer a finance charge of 1% per month, subject to a \$20 minimum handling charge, on balances for which payment has not been received within 15 days of the invoice date, excluding balances for which Client has submitted a written dispute. Client is liable to Developer for all reasonable fees and expenses, including reasonable attorney's fees and litigation costs that Developer may incur to collect charges rightfully owed by Client to Developer.

### 3 - Single Point of Contact

Developer's single point of contact for this project will be Andy Bowman. All correspondence concerning this project will be handled between Developer and Andy Bowman. Any correspondence sent from other employees of the Clients organization will be directed to the respective single point of contact.

### 4 - Changes in Project Scope

If at any time following the acceptance of the Website Development Contract, Client should desire to change the specifications or other elements of the contract, Client shall submit to Developer a written proposal specifying such changes. The proposal must be sent to the Developer before the established finish date of the project.

Developer will evaluate each such proposal and shall submit to Client a Website Development Amendment which will include what the proposed changes will have on project scope, price and finish date. Any additional work performed by Developer outside of the Website Development Contract will be billed at the current hourly rate.

## 5 -Developer Credits

Client agrees to allow Developer to add Website Developer credits to Client's website. These credits will include the words "Website created by GRMC" which will be a link to the GRMC's website. These credits will be as non-obtrusive to the design of the website as possible. Client agrees to keep the Web Developer credits on their website for a period of at least 1 year. Client also agrees that the website created for Client may be included in Developer's portfolio for promotional use.

## 6 - Browser Compatibility

Developer will test all websites designed for Client for compatibility with the latest versions of the 3 major web browsers (Microsoft Internet Explorer, Mozilla Firefox and Apple Safari). A best effort will be made for compatibility with previous versions of the 3 major web browsers but cannot be guaranteed. Also, as new browser versions are developed, they may not be backwards compatible. This is outside the control of the Developer. Any time spent by Developer to fix a website for compatibility due to the introduction of a new browser version or browser plug-in will be separately negotiated and billed at the current hourly rate.

## 7 - Copyright

Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer for inclusion in project are owned by the Client, or Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Developer from any claim or suit arising from the use of such elements furnished by the Client.

Copyright to the finished assembled work of the website produced by the Developer shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, code, and text.

## 8 - dbEditor Use

If Client opts to use dbEditor, Developer's custom designed website editor, with their website, ownership does not extend to that program and Developer retains all rights and ownership of the dbEditor software. dbEditor is only available to clients that host their website with Developer. In the event that Client moves their website to a third party host, dbEditor will no longer be available to Client.

Client is not allowed to redistribute, sell or give away the dbEditor software under any circumstances whatsoever. dbEditor is property of the Grand Rapids Community Media Center. Failure to comply with this will result in legal action to the fullest extent of the law.

Client is solely responsible for entering all website content unless otherwise noted in Description of Services above.

## 9 - Domain Name Registration

In the event that Client has Developer register a domain name on the Clients behalf, the Developer will automatically renew each domain name every year before its expiration date and will bill the Client for the fees charged by the Registrar. Client will be responsible for all fees charged by the Registrar. In the event that the Client no longer wishes to renew the domain name, Client must submit a signed letter to Developer at least 90 days before the domain name expires stating that they no longer wish to renew the domain name.

## 10 – Third Party or Client Page Modification

In the event that the Client or an agent of the Client other than the Developer attempts to update the website and damages the design or impairs the ability for the website to display or function properly, the Developer will not be held responsible. All time required to repair Client's website will be billed at the current hourly rate.

## 11 – Client Approval

During the course of the project, Client will need to approve and sign off on various aspects of the project. This may include (but is not limited to) items such as agreement of start and finish dates, website design mockups, database designs, completion of project, etc. Failure of Client to sign off on these items within 5 business days of receiving them will result in Developer stopping all work on the project. A new finish date will be set by the Developer once they are received.

## 12 –Cancellation of Contract

A signed letter is required to cancel this contract at the request of the Client. In the event that work is cancelled at the request of the Client, the Developer shall have the right to retain the original deposit. In the event this amount is not sufficient to cover the Developer for time and expenses already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification to stop work. Final payment will be expected within 15 days of invoice date.

The Developer may cancel this contract at any time by providing a signed letter to the Client if the Developer determines, in its sole discretion, that termination is in the best interest of the Developer. The Developer will provide to the Client what work has been completed up to the point of the termination of the contract, including design, photos, graphics and code. Time and expenses spent by Developer will be applied towards the original deposit and any unallocated funds will be reimbursed to the Client.

## 13 – Cancellation of Hosting Services

All hosting services are billed yearly and due within 30 days of invoice. In the event that Client decides to no longer receive services from Developer, Client must submit a signed letter indicating what services they want to cancel and when the cancellation would go into effect. Developer does not provide refunds for cancelled services.

## 14 – Warranty

Client agrees that Developer provides no warranty whatsoever for any of the services provided to Client. Developer will work with Client to resolve issues as they arise but all time spent will be the responsibility of the Client and will be billed at Developer's current hourly rate.

15- Liability

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's services. This includes Liabilities asserted against the Developer, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing upon on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

16 - Forfeiture of Contract

If Client has not provided materials necessary to complete the project to the Developer within 120 days of the date this contract is signed, this action will be considered forfeiture of contract and this contract is voided. Client forfeits any payments made to the Developer.

17 - Understanding of Contract

This contract and the Appendices attached constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties and 50% payment of the project has been received by Developer.

Both parties warrant that they have read and understand the terms set forth in this contract.

On behalf of the Client

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Initials \_\_\_\_\_

Date \_\_\_\_\_

On behalf of the Developer

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Initials \_\_\_\_\_

Date \_\_\_\_\_