



Scope of Work/Web Contract

Client: Monterey Peninsula Water Management District
Description: New Additions to Water Wise Web Site
Contract ID: WWG0064
Date Revised: July 30, 2015
Contact: Gerry Kiffe
Phone: 805-499-9689

INSTRUCTIONS

1. Review the information contained within this proposal.
 2. Sign, date, and include a purchase order number (if applicable) in the Work Acceptance section below.
 3. Fax the agreement to GardenSoft (805-492-0146) Attn: Anne
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EXHIBIT 5-A

I. Acceptance of Agreement

By signing this agreement, we mutually accept all of the provisions presented in the Contents of this document. Payment for work completed based on this agreement will be invoiced as per the terms and conditions set forth in this document.

MPWMD AGENCY representative

Date Signed

Gerry Kiffe, General Manager GardenSoft

Date Signed

EXHIBIT 5-A

II. Synopsis

GardenSoft will add a group of features to the MPWMD Water Wise Web Site. The major addition is a Water Calculator. The scope of work will be itemized below.

III. Scope of Work and Deliverables

Web Improvements List:

1. Rebuild Menu: Create cascading menus and all menu options available on all pages:
2. Float Message Panel.
3. Add hotlink toggle switch, replace and improve Add to project button,
4. Switch backgrounds to the color choice by client.
4. Build a Water Calculator with multiple ETo Zones

Total Cost: \$4000

EXHIBIT 5-A

IV. Delivery Date, Review, Costs, Payment Schedule, License

Delivery Date

Delivery will be provided within 4 weeks of signing date or purchase order. The project can begin with the issuance of a purchase order, commitment email or a signed contract. The items listed will be done all at once and invoice when all are completed.

Review Opportunities

Review of web site prior to going live will be provided on a private site for client.

Payment Schedule Components:

Cost: \$4000 Billed upon completion 30 days for payment

License

This project does not alter or amend the current license agreement for the MPWMD Water Wise Gardening Web site.

EXHIBIT 5-A

V. Addendum

Addendum: Intellectual Property Clause

All photos or intellectual property taken or owned by AGENCY remain the property of the AGENCY and may not be used in any way without written permission of AGENCY. Conversely, all photographs, content, software and or intellectual properties provided by GardenSoft in the course of this project will remain the property of GardenSoft and may not be used in any way without written permission of GardenSoft. If pictures used in the system are desired for promotion of the web site or CD systems, or for other water conservation brochures or flyers they will be made available upon request.

Addendum: Termination Clauses

Should GardenSoft go out of business before the license agreement term is completed then GardenSoft will turn over the software system to the client in CDROM or DVD formats for further use. Should AGENCY desire to suspend use of the website during the license period then GardenSoft will take down the site but the payment terms will be completed as agreed upon in this contract.

EXHIBIT 5-A

VI. AGENCY Obligations

The AGENCY and its staff will:

1. Provide feedback to work when requested
2. Review all completed work within 7 days of delivery

VII. Contacting GardenSoft

For Project Questions and horticultural Issues:

Gerry Kiffe
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Email: gerry@gardensoft.com
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For technical questions and support:

Mark Chilcott
Director of Engineering
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