

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is dated April 3, 2017 by and between the South Bay Cities Council of Governments ("SBCCOG"), a joint powers authority organized and existing pursuant to the laws of the State of California, and McGowan Consulting, LLC a limited liability company, ("McGowan"). SBCCOG and McGowan shall collectively be referred to herein as the "Parties."

### RECITALS

- A. McGowan wishes to incorporate web page(s) on integrated pest management information and other stormwater pollution prevention content into the SBCCOG's websites - Southbaycities.org and SBESC.com - on behalf of certain member cities of SBCCOG including the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group.
- B. SBCCOG has determined that the inclusion of information on integrated pest management and other stormwater pollution prevention content into its websites is consistent with its mission and would benefit the public, particularly the residents of its member cities.

**NOW, THEREFORE**, in consideration of the foregoing and the promises herein contained, the Parties agree as follows:

1. McGowan will at its sole cost and expense:
  - Provide the initial text for the website content,
  - Review and provide comments on the first draft website layout,
  - Obtain feedback from Beach Cities Watershed Management Group and Peninsula Watershed Management Group, and provide consolidated comments on revisions to the second draft website layout and content.
2. SBCCOG will perform the following tasks (work) for the associated costs:
  - Draft and final pages in the existing www.SBCCOG.org format template (up to 20 pages) at \$100 per page (up to 20 pages) - total is \$2,000,
  - Incorporate 5-10 images at \$50.00 per image - total is \$250 - \$500,
  - Host web page including software updates- \$25.00 per month - total for 12 months is \$300,
  - Provide ongoing content maintenance up to 3 hours per month at \$60.00 per hour - \$180.00 per month - total \$2,160, and
  - Provide web site page design technical support as need to assist with development of pages. \$125.00 per hour (estimated to not exceed 5 hours) - total \$625.00.
3. McGowan agrees to pay the SBCCOG a total amount not exceed \$6,000 for establishing the website pages as described in Section 2 and hosting and maintenance for a 12-month period concluding on June 30, 2018. The Parties may renegotiate the terms of the contract for continued web hosting and maintenance beyond the initial 12-month period.
4. SBCCOG will submit invoices on a quarterly basis with explanation of work completed during the preceding three (3) month period in accordance with the tasks and costs described in Section 2. McGowan agrees to pay SBCCOG the amount due within thirty (30) days of presentation of an invoice.
5. The Parties will perform their respective tasks with the goal of providing the second draft website layout for review by the Beach Cities and Peninsula Watershed Management Groups by May 22, 2017.
6. SBCCOG and McGowan agree that that neither is an employee of the other and that each shall provide worker's compensation insurance for its own employees to the extent required by California law.

7. The obligations of McGowan under this MOU shall not be assigned or subcontracted, nor shall the rights be delegated without prior written approval of the SBCCOG Executive Director.
8. The obligations of SBCCOG under this MOU shall not be assigned or subcontracted, nor shall the rights be delegated without prior written approval of McGowan Consulting Principal/Owner.
9. Either McGowan or SBCCOG may terminate this agreement at any time with or without cause by providing notice in writing. SBCCOG will receive just and equitable compensation for any work satisfactorily completed up to the effective date of the notice of termination.
10. Should the agreement be terminated, McGowan may procure on its own terms services similar to those terminated.
11. McGowan and SBCCOG agree that the integrated pest management or other stormwater pollution prevention content developed for the webpages will be in the public domain and may be used freely by both parties without attribution of the other, including but not limited to print material or in other websites. Neither party shall assume any copyright or intellectual property license or right over the content developed for the webpages.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be executed the day and year first above written.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
James Osborne  
SBCCOG Chairman

ATTEST:

\_\_\_\_\_  
Jacki Bacharach, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins, Legal Counsel

MCGOWAN CONSULTING, LLC  
412 Olive Avenue, #189, Huntington Beach, CA 92648

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Kathleen McGowan, Principal/Owner

Date: \_\_\_\_\_