

KOF-552

CONTRACT NUMBER
(Law Dept use only)

Professional Services
 Cooperative Endeavor Agreement
 Amendment/Extension

Personal Services
 Grant
 Other

CONTRACT CHECK SHEET

84-1609 004 0828289
TAX ID OR S.S. NUMBER REQUISITION NUMBER/DOCUMENT ID NUMBER

Atlas Advertising, LLC 87,805 (10,380 Annual fee)
CONTRACTOR AMOUNT

SYNOPSIS: ORDA Working Website

8/5/08 11/15/08 Office of Recovery & Development Administration
Beginning Date Ending Date DEPARTMENT

The signatures below indicate that the signers have reviewed this contract for compliance in their various areas of responsibility as prescribed by law and policy.

The department head certifies that this agreement:

SELECT ONE

- has been through the competitive selection process
- is for \$15,000 or less and therefore exempt
- has been declared an emergency by the Chief Administrative Officer.

[Signature] 11/27/08
Department Head Date

Chief Administrative Office Date

Civil Service Date

Finance Department Date

820-2008
[Signature]
Law Department Date

NAME SHERLYN HARRIS PHONE # 658-4290
ROUTING PERSON

08-0192

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
AND
ATLAS ADVERTISING, LLC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into by and between the City of New Orleans ("City"), herein represented by Mayor C. Ray Nagin, and Atlas Advertising, LLC ("Contractor"), herein represented by Ben Wright, its Principal to be effective as of July 30, 2008 ("Effective Date").

RECITALS

WHEREAS, City desires to engage Contractor for the performance of certain professional services as described herein in this Agreement;

WHEREAS, the City advertised a Request for Proposals ("RFP") to obtain a website development company to develop and/or enhance the Office of Recovery and Development Administration's ("ORDA") website;

WHEREAS, Contractor, a limited liability company organized under the laws of the State of Colorado and located at 2601 Blake Street, Suite 301, Denver, CO 80205, submitted a proposal in response to the RFP and was selected to perform the needed services;

NOW, THEREFORE, City and Contractor, for good and valuable consideration, agree as follows:

AGREEMENT

**ARTICLE I
SCOPE OF SERVICES**

Section 1. Services to be Performed by Contractor. Contractor shall perform each of the services as set forth in this Article (collectively, the "Services"):

ORDA proposes that Contractor build a website that delivers the needed information to ORDA's key constituents and stakeholders, which is updateable by ORDA staff, which uses the most current content management system, and provides the most search friendly architecture available.

ORDA proposes to use the Contractor content management system, called Constellation. Constellation, now in the 4.0 release, is a complete .NET2, Web-based Content Management System developed with Microsoft technologies such as Visual Studio .NET

and SQL Server 2005. Years of experience and hundreds of projects completed with marketing executives have enabled Contractor staff to identify a simplified way to provide content and web marketing capabilities that make it easy for non-technical people to interact, author, write, and market in dramatically less time and with less training and hassle.

I. Divisions that will be represented

ORDA requests that the website fully represent programs and projects among all ORDA departments, including:

- Division of Recovery Management
- Division of Economic Development & Planning
- Division of Neighborhood Stabilization
- Planning and Administration

II. Priority Website Features

ORDA requests all of the following additional features be represented in the new website:

- **Target area information about projects and areas.**
- **Organizational chart; including departmental outline**
- **Staff contact details**
- **Public event noticing; funding resource information; citizen feedback; links to other recovery-related sites, including both governmental and private.**
- **Search Engine**
- **Searchable database of Volunteer opportunities with contact information.**
- **Interconnectivity to Governmental Databases**
- **Hosting on the City's Server**
- **Email Marketing**
- **Website statistics tracking**
- **Post launch site support and Training**

III. Content Writing and Upload

- ORDA requests that Contractor write, edit, and upload 50 pages on the ORDA site. Contractor will also translate 15 pages into two languages (Spanish and Vietnamese.)

a. Copy writing/editing for page content

Contractor's experienced copy writing staff will audit existing content, write new pages, write headlines, and edit page copy for search engine relevance for up to 50 pages.

b. Content upload for website pages

Contractor will upload the headlines, body copy, sidebar content, and photos developed in our content phase into your website. Bid assumes 50 pages.

c. Translation services

Contractor will translate various portions of the website into two additional languages -- Spanish and Vietnamese. Contractor will use human translators, rather than machines to do the translation to ensure accurate translation.

IV. Timeline

High Level Timeline

Contract Date: Late June

Proposed Kick off Date: Early August

Estimated project duration: 10 to 14 weeks

Estimated Launch: Early November

Specific Phases:

A. Discovery/Definition Phase (2 weeks)

Overview of this Phase:

This includes defining project roles, developing open lines of communication, and discussing/defining specific strategies. ORDA requests that Contractor will also define the site's navigation so that it is clear and delivers all relevant content in three clicks or less.

Tasks associated with this Phase:

Website kickoff to set goals define scope, coupled with an in-depth visit to the region;

Review comparison websites to develop opportunities and recommendations;

Develop Site Information Architecture Development (Site map), with one round of changes;

Determine connectivity to other City databases;

Client audit of all content: Photography, copy, map content, and any other items;

Technical requirements definition, hosting specifications determined; and Client signoff on project notebook.

B. Website Design Phase (3 weeks)

Overview of this Phase:

ORDA requests in this phase, Contractor develops a new graphic look and feel. ORDA will receive two unique design options, and have the opportunity for review and comment.

Tasks associated with this Phase:

Visual Design – Develop two visual design options based on the City’s existing brand and new website architecture;
Client chooses design, Contractor receives client comments;
Development of support page templates (expect 4 to 5 different page types);
Client comments on design templates; and
Contractor and Client develop content based on site map and layouts provided.

C. Website Development Phase (4 weeks)

Overview of this Phase:

In this phase, ORDA requests that Contractor develop the website in the Constellation content management system. At the end of this phase, ORDA will receive your completed website, with all associated tools and features, but without the site content.

Tasks associated with this Phase:

HTML Template Development;
Integration with Contractor content management system (Constellation);
Develop notification options:

- RSS
- Email newsletter system
- Develop optional citizen feedback mechanisms
- Custom forms and routing

Delivery of website beta (a functioning site without content);

Install tags for Development Results tracking system;

Optional: Develop connections with other City databases – TBD; and

Client training on the operation of the content management system(Constellation)

D. Website Content Phase (4-6 weeks, all but three weeks with Development)

Overview of this Phase:

ORDA requests that Contractor produces up to 50 pages of content for the new website.

Tasks associated with this Phase:

Website Pages: Client and Contractor upload of:

- Copy
- Photography
- Data and documents

Contractor translates up to 15 pages into Spanish and Vietnamese;
Contractor final review of content for search and layout; and
Client internal review and signoff.

E. Deployment/Launch Phase (1 week)

Overview of this Phase:

In this phase, Contractor will work with the City IT team to launch the website on the City's servers. City staff will point DNS to your server for all domains.

Tasks associated with this Phase:

Incorporation of final client comments;
Site quality assurance;
Client points urls to City server; and
Client signoff.

F. Optional Website Marketing, Hosting, Measurement and Support Phase

Overview of this Phase:

Post launch, Contractor will provide various support services as needed.

Tasks associated with this Phase:

Email marketing support;
Website hosting;
Content management software, including annual upgrades;
Website Statistics tracking;
Monthly support;
New features; and
New content.

V. Procedures

A. Change Request Process

The client may request changes within the general scope of work. Change Requests should be made in writing. Changes to work must be approved by the client and Contractor and may include the following:

1. Additions to or deletions from the specifications.
2. Changes in the time and place of performance.
3. Changes in the scope or nature of the work to be delivered.
4. Changes in the nature and quantity of deliverable work product.

If any change affects payments due or time of performance, details must be specified in the change request, which is approved by the client and Contractor.

Only authorized representatives of the client and Contractor shall make changes to the terms and conditions of this agreement. Neither Contractor nor the client will be accountable for meeting commitments that have not been agreed to in an approved Change Request.

B. Contractor shall cooperate with City and any other contractors providing services to City as needed.

Section 2. Standard of Care. Contractor hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, Contractor shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which Contractor is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Contractor

acknowledges and agrees that, at City's option, Contractor shall be obligated to re-perform, at no additional cost to City, any or all of the Services that fail to satisfy the foregoing standard of care.

Section 3. Services to be Performed by City. City shall perform each of the following services as set forth in this Article:

- A. Provide administration of the Agreement through Office of Recovery and Development Administration; and
- B. Provide access to all personnel and records deemed necessary for the performance of the Services by Contractor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 1. Representations and Warranties of City. City represents and warrants that:

- A. City has the legal authority to enter into this Agreement; and
- B. The undersigned Mayor has the authority to execute this Agreement on behalf of City.

Section 2. Representations and Warranties of Contractor. Contractor represents and warrants that:

- A. Contractor has not employed or retained any entity or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement nor has Contractor paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting Contractor in securing this Agreement. Contractor acknowledges its understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in City contracting for a period of not less than three years. The execution of this Agreement by Contractor's duly authorized representative shall be deemed a sworn statement by Contractor of its compliance with this representation and warranty, as required by City Code Section 46-51;
- B. Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Contractor in accordance with its terms;

- C. Contractor is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. Contractor has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Services and Contractor, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
- E. As of the Effective Date of this Agreement, Contractor has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
- F. Contractor is not in breach of any federal, state or local statute or regulation applicable to Contractor or its operations;
- G. Contractor's work shall be accurate and free from any material errors. Contractor's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by City nor shall Contractor be released from liability by reason of such approval by City—it being understood that City, at all times, is ultimately relying upon Contractor's skill and knowledge in performing the Services;
- H. Contractor is bonded, if required by law, and fully and adequately insured to for the injury of its employees and any others incurring loss or injury as a result of the actions of Contractor or its employees or subcontractors in the performance of its obligations under this Agreement; and
- I. Contractor has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE III COMPENSATION

Section 1. Rate of Compensation. City shall compensate Contractor at the rate as described in Exhibits "B" and "C" which are attached hereto and made part of this agreement for the performance of the Services. City shall not be liable for any costs or

expenses paid or incurred by Contractor in the performance of the Services, unless specific exception is provided herein.

Section 2. Truth-In-Negotiation. As of the Effective Date of this Agreement, Contractor represents and warrants that the rates charged City as set forth in this Article III for the performance of the Services are no higher than those charged Contractor's most favored customer for the same or substantially similar services. In the event Contractor's "most favored customer" rates are reduced during the term of this Agreement, Contractor shall be obligated to promptly notify City of such reduction in writing, and such reduced rates shall apply to any services provided on or after the date that Contractor first reduced such rates. City shall have the right to enforce this provision for up to one (1) year following the termination of this Agreement.

Section 3. Detailed Monthly Invoices. As a prerequisite to payment, Contractor shall submit to City monthly invoices describing in detail, at a minimum, the services performed and time expended in the performance of such services.

Section 4. Maximum Compensation; Subject to Appropriation. City's obligation to compensate Contractor hereunder shall not at any time exceed the maximum compensation, in the aggregate, of \$87,805 for the cost of the entire Web site and \$10,280 a year for technical support, email marketing software and statistical tracking software. Further, all compensation owed Contractor pursuant to this Agreement is contingent upon the appropriation and allocation of funds by City.

Section 5. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of City are not authorized to request Contractor to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. City shall not be required to reimburse Contractor for any services that are provided by Contractor that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

Section 6. No Payments in Excess of Maximum Compensation. Officers and employees of City are not authorized to offer or promise to Contractor additional funding for the contract in excess of the maximum amount of funding set forth above. Additional funding for services provided under this Agreement, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such increase and the Department of Finance has certified the availability of such additional funding. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the Department of Finance, City shall not required to honor—and will not remit to Contractor—any offered or promised additional funding for any of the Services performed pursuant to this Agreement in excess of the maximum amount set forth above.

ARTICLE IV
TERM

Section 1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of twelve months, ending on June 29, 2009. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

Section 2. Renewal. At the option of City, this Agreement may be renewed on an annual basis for no longer than five one-year periods, provided that (A) additional funding, if required, is allocated by City and incorporated herein by a duly authorized amendment to this Agreement and (B) the renewal of this Agreement will facilitate the continuity of the services described herein.

ARTICLE V
NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any City employee working with Contractor in any of Contractor's operations within Orleans Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Section 2. Equal Employment Opportunity. Contractor further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Contractor. Further, Contractor agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Contractor agrees all solicitations

or advertisements for employees placed by or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Section 3. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE VI INDEMNIFICATION

Section 1. Duty to Indemnify City Against Loss. To the fullest extent permitted by law, Contractor shall protect, defend, indemnify and hold harmless City, its agents, elected officials and employees (collectively, the "Indemnified Parties") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by Contractor or any subcontractor or (b) any act outside the scope of the Services by Contractor or any subcontractor. By way of illustration—not limitation, Contractor's obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by Contractor: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by Contractor and (iv) liens, claims or actions made by Contractor, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

Section 2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary herein, Contractor shall not be required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that Contractor or any subcontractor did not contribute to such gross negligence or willful misconduct.

Section 3. Independent Duty to Defend. Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to, at City's option, (a) defend City from or (b) reimburse City for its costs incurred in the defense of: any claim that actually or potentially falls within this Article VI, even if the allegations are or may be groundless, false or fraudulent. This obligation shall remain in full force and effect even if Contractor is ultimately absolved from liability.

Section 4. Expenses. All expenses, including, without limitation, reasonable attorney fees, incurred by City in enforcing this Agreement shall be borne by Contractor.

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

Section 1. Independent Contractor Status. Contractor shall not be deemed an employee, servant, agent, partner or joint venturer of City. Rather, Contractor herein expressly acknowledges and agrees that it is providing services exclusively as an independent contractor to City, as such term is defined in La. Rev. Stat. 23:1021(6). As such, Contractor agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of City. Further, Contractor acknowledges and agrees that, as an independent contractor, neither Contractor nor any of its employees shall be entitled to receive any benefits that employees of City are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to City under this Agreement.

Section 2. No Withholding; Form 1099 Reporting. Contractor understands and agrees that (a) City will not withhold on behalf of Contractor any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that City will not make available to Contractor any of the benefits afforded to employees of City; (b) all of such withholdings and benefits, if applicable, are the sole responsibility of Contractor; and (c) Contractor will indemnify and hold City harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges Contractor's independent contractor status, both Contractor and City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. Contractor acknowledges that all compensation paid to Contractor pursuant to this Agreement will be reported annually by City to the Internal Revenue Service on Form 1099.

Section 3. No Control of Method of Performing Services. City is interested only in the results obtained under this Agreement. With regard to Contractor's performance of the Services, nothing herein shall be construed as giving City control over (a) the manner or method of Contractor's performance or (b) the professional judgment of Contractor with respect such performance. City waives any rights to direct, instruct or control Contractor as to the manner in which Contractor achieves the general and specific objectives, except that Contractor agrees to perform the Services in a manner designed to minimize delay, duplication of efforts, redundancy and expenses, including, without limitation, Contractor's compensation. In sum, Contractor agrees and shall be obligated to perform the Services in the most expeditious and economical manner consistent with the interests of City.

ARTICLE VIII
GOVERNING LAW, JURISDICTION AND VENUE

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related to this Agreement, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Civil District Court for the Parish of Orleans and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

ARTICLE IX RETENTION, ACCESS AND OWNERSHIP OF RECORDS

Section 1. Retention. Contractor agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as City may deem necessary, Contractor shall make all data, records, reports and all other materials relating to this Agreement available to City for examination and copying. In addition, Contractor shall permit City to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable City to verify the accuracy of Contractor's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by Contractor in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of City, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of City. City shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of City. All such Work Product may be used and distributed for any purpose deemed appropriate by City without the consent of and for no additional consideration owing to Contractor.

ARTICLE X TERMINATION

Section 1. Termination for Cause. City and Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the

termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 2. Termination for Convenience. City and Contractor shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

Section 3. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with CIG investigations, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE XI INSURANCE

During the term of this Agreement, Contractor shall, at all times, maintain (a) adequate worker's compensation and unemployment insurance coverage for its employees in accordance with state law and (b) comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence.

ARTICLE XII NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to City: Dr. Edward J. Blakely, Executive Director
Office of Recovery and Development Administration
1340 Poydras Street, Suite 1100
New Orleans, Louisiana 70112

and Penya M. Moses-Fields, City Attorney
City of New Orleans
1300 Perdido St., Room 5E03
New Orleans, LA 70112

If to Contractor: Ben Wright, Principal
Atlas Advertising, LLC
2601 Blake Street, #301
Denver, CO 80205

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and Contractor.

ARTICLE XIII DISADVANTAGED BUSINESS ENTITIES

- a. DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program.
- b. DBE Compliance Reporting. Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:
 1. The name and business address of each DBE involved in the contract;
 - ii. A description of the work performed and/or the product or service supplied by each DBE;
 - iii. The date and amount of each expenditure made to a DBE; and
 - iv. Such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract.
- c. Access to Books and Records. Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

ARTICLE XIV GENERAL PROVISIONS

Section 1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 2. Conflict of Interest. Contractor agrees to decline any offer of work, whether as an independent contractor or employee, if such work would (a) affect Contractor's independent professional judgment with respect to its performance of the Services or (b)

in any way interfere with Contractor's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with Contractor. However, Contractor shall be obligated to notify City and provide full disclosure as to any possible adverse effects of such work as it relates to Contractor's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with the City Attorney of the City of New Orleans.

Section 3. Audit and Other Oversight: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

Section 4. Nonwaiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 5. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 6. Exhibits. The following Exhibits shall be and hereby are incorporated into this Agreement as if fully rewritten herein:

Exhibit A	Cost of Services; and
Exhibit B	Payment Terms.

Section 7. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against City or Contractor on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be

construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 8. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 9. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 10. Time is of the Essence. City and Contractor each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 11. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, Contractor shall be free to provide services to other clients, and City shall be free to engage the services of other contractors for the provision of some or all of the Services set forth in this Agreement.


Section 12. Prohibition Against Financial Interest in Agreement. No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by City and shall entitle City to recover, in addition to any other rights and remedies available to City, all monies paid by City to Contractor pursuant to this Agreement without regard to Contractor's satisfactory performance of such Services.

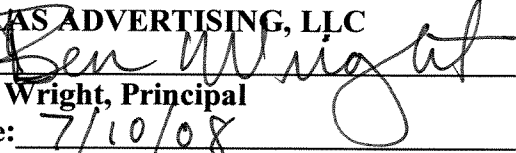
Section 13. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 14. Complete Agreement. Contractor specifically acknowledges that in entering into and accepting this Agreement, Contractor relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

THE PARTIES HERETO, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

CITY OF NEW ORLEANS

By: 
C. Ray Nagin
Mayor, City of New Orleans
Date: 8-28-08

ATEAS ADVERTISING, LLC
By: 
Ben Wright, Principal
Date: 7/10/08

CORPORATE TAX I.D.# 84-1609004

FORM AND LEGALITY APPROVED:


J. Clark
Law Department, City of New Orleans

EXHIBIT "A"
Cost of Services

	Total Cost
Website Development	
Discovery/Definition Phase	6750
Website Design Phase	11700
o Visual Design of Pages – Two concepts, up to 4 templates, and one round of comments	11700
Website Development Phase	25425
o HTML Template Development	5400
o Integration with Contractor content management system	4500
o Searchable database of volunteer opportunities	4725
o Design and Setup of email newsletter system	4050
o Custom forms and routing (3)	2700
o Develop connections with other City databases -- TBD	TBD
o Delivery of website beta (a functioning site without content)	810
o Install tags for Development Results tracking system	540
o Client training on the operation of the content management system (Constellation)	2700
Website Content Phase (Optional)	26650
o Page Content Writing (50 pages)	10000
o Page content upload (50 pages, may be provided by DBE)	4500
o Contractor final review of site content pre-launch	5000
o Translating 15 pages into Spanish and Vietnamese	6250
o client review and signoff	900
Deployment/Launch Phase	2580
o Incorporation of final client comments	2250
o Launch on Contractor server	330
Travel (Two Trips to New Orleans, Two to Three Staff)	4,000
 Subtotal – Website Development and Travel	 \$ 50,455

Subtotal - Content Services	\$ 26,650
Software and Installation Fees due at Launch	10700
Website hosting on your server	
Installation Fee (Atlas Advertising)	2700
Website Content Management Software Up front license	8000
Software and Support Fees Post Launch (Annual)	10280
Annual update (requires remote access to your server)	2000
Optional Notification/Citizen Feedback Software (Annual fees)	3000
o Email marketing sends	3000
Optional Website statistics tracking (Annual fees)	780
o Overview Monthly Report	540
o Monthly Supplemental Reports	240
Optional Training and Support (Annual fees)	4500
o Two customized classes on Constellation per year	1500
o Basic support (Two hours per month for one year)	3000
Subtotal - Software and Installation Fees due at Launch	\$10,700
Subtotal - Software and Support Fees Post Launch (Annual)	\$10,280
<hr/>	
Total - Website Development, Travel, Software, Installation, and Content Services	\$ 87,805
Total - Software and Support Fees Post Launch (Annual, starting at site launch)	\$ 10,280

EXHIBIT "B"
Payment Terms

ORDA will pay Contractor in monthly phases beginning August 25th, then September 25th, and October 25th, November 25th, then quarterly for software and support fees.

Budget Assumptions

1. Discovery phase includes one in person client meeting with 2-3 Contractor staff
2. Contractor designers will provide up to two unique home page designs for the client to choose from.
3. Email marketing program assumes one template and one round of revision.
4. New website will include up to five total unique design templates when completed.
5. One round of client feedback on the site map and one round of review on the visual design. Additional rounds of revision will be billed hourly under a separate budget if needed.
6. Limited use of flash to serve content, unless specified
7. We assume two trainings on the content management system, one on site.
8. A keyword search function is included as a standard feature.
9. All external databases, unless otherwise specified, are assumed to be pulled in via I-Frames, and not through technical integration. Technical integration will require additional budget.
10. Searchable database of volunteer opportunities will use Contractor's pre-built technology, with fields and search criteria customized to meet client needs. Client will have one round of changes to select database fields and search criteria.
11. Additional photography purchases or searching will be bid as a separate contract, if needed.
12. All content services to be provided by client, unless otherwise noted.
13. Any display boards used for presentation purposes are subject to a \$20 fee per board.
14. Other incidental expenses incurred during the project will be billed to the client, based on written client approval.
15. Budget assumes timeline outlined in the proposal. If timeline is extended by client, additional budget will be needed to cover delays.

Additional Project Expenses

Typically such items as photography, image searching, hosting, printing, press checks, travel, etc., are necessary and can change the budget of the project. Contractor will outline any changing budget costs in writing in a Change Request and submit that Request to the client for written approval.

Deadlines

Adherence to deadlines is paramount to the timely and on-budget delivery of the project(s). Client will adhere to all deadlines conveyed by Contractor to ensure budget costs remain in accordance with the signed proposal, or notify Contractor if deadlines will not be met. If the client does not adhere to all deadlines, Contractor may be required to amend budget costs and projected timelines.

Signoff

At major project milestones, signoff is required on all project materials by the client in written form. Signoff constitutes acceptance of materials for use. Verbal confirmation does not constitute acceptance. Any and all changes made after sign off with constitute a change order.

Support for the website post launch.

Post launch, Contractor will be responsible for the following, at no cost to the client:

- Making updates to the software if new features are available
- Fixing any non-client initiated errors in the software
- Maintaining the hosting environment

Other items will be handled in a separate, paid support agreement that includes, but is not limited to:

- Training on the system
- Fixing software errors caused the client's use of the system
- Paid upgrades to the software
- Adding new features
- Answering client inquiries
- Other items as they arise

Payment Policy

All budgets are on fixed scope, fixed price basis. One third of the project amount will be due upon signing of the contract, and as the project progresses, monthly progress invoices will be delivered by the 10th of each month and paid within 30 days of the invoice date. All invoices not paid within 30 days will be subject to a late fee charge of 1.5% per 30

days late 18% APR.