

**PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
ULTIMATE TECHNICAL SOLUTIONS, INC.**

This agreement ("Agreement") is entered into on July 18, 2011, by and between the City of New Orleans ("City")/Office of Inspector General and Ultimate Technical Solutions, Inc. ("UTSI" or "Contractor").

WHEREAS, the Office of Inspector General ("OIG") seeks the services of a contractor to provide general maintenance and technical support services to OIG as needed; and

WHEREAS, UTSI, whose office is located at 651 Leson Court, Harvey, LA 70058, possesses the necessary professional qualifications and expertise to provide the requested services called for in this Agreement to the OIG; and

WHEREAS, both the City and UTSI desire to enter into this Agreement pursuant to the terms and conditions contained herein;

NOW THEREFORE, the City and UTSI, for the consideration set forth herein and the terms and conditions contained herein, do agree as follows:

I. CONTRACTOR'S SCOPE OF SERVICES

See Attachment I, Scope of Services, attached hereto and made a part of this Agreement.

II. DURATION

This Agreement shall begin on July 18, 2011, and shall terminate on July 18, 2014. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date.

III. POINTS OF CONTACT

The OIG designates Alaina Stewart as its primary point of contact for all dealings with Contractor related to carrying out this Agreement. All Contractor communications should be directed to Alaina Stewart. In the event that Ms. Stewart is unavailable, Contractor communications may be directed to the secondary point of contact, Carla Gendusa.

Contractor will only respond to requests for service or support made by the primary or secondary points of contact identified in the preceding paragraph. Contractor will not respond

to requests for service or support made by any other persons purporting to act on behalf of the OIG, except when directed in writing to do so by the Inspector General.

IV. KEY PERSONNEL

The only Contractor personnel who will perform work pursuant to this Agreement are listed in Attachment II, Fee Proposal and Key Personnel, attached hereto and made a part of this Agreement. Contractor has provided current resumes for all personnel. The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the OIG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Contractor must provide a resume demonstrating adequate qualifications, prior to work commencement, of any personnel substitutions. All Contractor personnel who will perform work at the OIG will sign the Information Technology and Information Systems Rules of Behavior and Confidentiality Agreement, attached hereto as Attachment III, prior to doing any work on OIG computer systems.

V. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 72-1039480.

VI. PAYMENT TERMS

In consideration for the services required in this Agreement, the City will pay Contractor a maximum compensation not exceeding \$75,000 for the duration of the entire contract. Payments will be made to the Contractor after written acceptance by the OIG of the payment task and approval of an invoice. The OIG will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of Alaina Stewart.

During the execution of tasks contained in the Scope of Services, the Contractor must submit invoices at least monthly or more frequently when the total amount of an invoice exceeds \$1,000.

Payment terms are as contained in Attachment II, Fee Proposal and Key Personnel, attached hereto and made a part of this Agreement.

VII. ASSIGNMENT

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the OIG. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money

due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OIG.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

IX. CONFLICT OF INTEREST

In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the OIG, and in recognition of the Contractor's responsibility to the OIG, the Contractor agrees to decline any offer of employment if its independent work on behalf of the OIG is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the OIG, and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the OIG. Final decision on any disputed offers of other employment for the Contractor shall rest with the OIG.

X. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021(6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

XI. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Agreement for hire as noted and defined in R.S. 23:1472(E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services Agreement, or agreement for hire, and in connection with unemployment compensation only, that:

Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; and

Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

XII. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

XIII. JURISDICTION

The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor.

XIV. CANCELLATION

Either party to this Agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

XV. AUDIT AND OTHER OVERSIGHT

It is agreed that UTSI will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires UTSI to provide the Office of Inspector General with

documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, UTSI agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. UTSI does hereby acknowledge receipt of the referenced provision, and understands and will comply with all applicable provisions.

UTSI expressly and explicitly agrees to cooperate with the Inspector General in any investigation, audit, inspection, performance review or hearing related to or arising from this contract.

XVI. CONTRACT MODIFICATION

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

XVII. SUBCONTRACTORS

The Contractor may not subcontract any part of this Agreement.

XVIII. WARRANTIES

Contractor warrants that all services called for in this Agreement will be performed in a workmanlike manner, and according to the description (including completion criteria) contained in the Scope of Services.

Contractor warrants that it will make all commercially reasonable efforts not to include any Unauthorized Code in the installation of any software provided under this Agreement. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and City-authorized features designed for purposes of maintenance or technical support.

XIX. OWNERSHIP OF WORK PRODUCT

All work and rights to work produced, developed or acquired by Contractor under this Agreement, including ownership of any copyrights to work produced under this Agreement, shall be transferred to and become the exclusive property of the OIG, and all materials developed or acquired under the Agreement shall be delivered to the OIG no later than the termination date for the Agreement. Contractor acknowledges that the compensation paid under this Agreement is due consideration for transfer of ownership of any copyrights for work produced under the Agreement.

XX. CONFIDENTIALITY

All material, records, data, and information compiled by the OIG relating to a pending investigation, examination, audit, inspection, or performance review which may become available to Contractor in carrying out this Agreement are confidential and must be protected from disclosure. Contractor acknowledges a duty to protect all such material, records, data, and information and understands that unauthorized disclosure of confidential records or information may constitute a misdemeanor punishable, pursuant to La. R.S. 33:9614, by a fine of not more than two thousand dollars or imprisonment for not more than one year, or both. In addition, all proprietary information relating to the OIG or IPM computer networks, including but not limited to security access codes and security features, is confidential and Contractor must protect such information from disclosure to third parties.

XXI. INDEMNIFICATION

The Contractor shall indemnify, defend and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

XXII. SOLICITATION

Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the subject contract. Contractor has not paid or agreed to pay any person other than a bona fide employee of Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

XXIII. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Agreement. The contractor agrees to immediately notify the OIG if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

XXIV. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXV. COMPLETE CONTRACT


This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms.


XXVI. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement, together with the RFP and contractor's proposal which are incorporated herein, shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

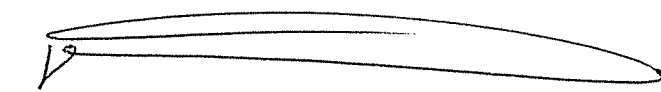
THUS DONE AND SIGNED on the date(s) noted below:

CITY OF NEW ORLEANS:


By: MITCHELL J. LANDRIEU, MAYOR 8/22/11
DATE


By: NANNETTE JOLIVETTE BROWN, CITY ATTORNEY 8/9/2011
DATE

ULTIMATE TECHNICAL SOLUTIONS, INC.:


By: DAVID ST. ETIENNE, PRESIDENT/CEO 7/18/11
DATE