

DELGADO COMMUNITY COLLEGE
Contract for Professional, Personal, or Consulting Services

Be it known, that on the 10 th day of August (month), 2011 (year)
DELGADO COMMUNITY COLLEGE (hereinafter sometimes referred to as the "Owner" or the "College") and

TchopShop Media/Elena ~~Reeves~~ Reeves (hereinafter referred to as "Contractor"), and whose address is:

1023 Amelia Street
New Orleans, LA 70115

Do hereby enter into contract under the following terms and conditions.

1. **Goals & Objectives** - Contractor hereby agrees to furnish to the College the following duties:

Design/format (8) bridge web pages for College Compass web feature
Consistent terms throughout text in 5 stages presented on web pages
Build a space for the uploading of videos within these pages

2. In consideration of services described above, Delgado agrees to pay Contractor a maximum fee of \$ 2000.00
Travel and all other expenses incurred will be the responsibility of Contractor. Payment will be made only on approval of

Arnel W. Cosey

3. Funds will be paid to Contractor upon submission of an invoice. Payments will be paid only after Contractor invoices the College for work completed and expenses incurred. Invoices should be sent to:

Office of Finance and Budget
Delgado Community College
615 City Park Ave.
New Orleans, LA 70119

4. The person responsible for approving payment, as mentioned in section 2, will monitor the progress of the contractor throughout each phase of this contract. This review will determine if the information provided by the Contractor is pertinent and meets the needs of the College. The following performance measures will be used to determine if the information or services provided by the contractor is pertinent and meets the needs of the College:

Contractor produces and delivers within contract time frame 8 bridge web pages for College Compass web feature to include consistency of terms and videos.

5. As stated above, the person approving payment will review the progress of the contractor throughout this contract and will be required to report progress as deemed necessary by the Vice Chancellor for Business and Administrative Affairs.

6. **Deliverables** - The contractor will provide the following to the College upon completion of the contract:

(8) Bridge pages developed
The transfer and access of information to the college in data format

7. This contract may be terminated by the owner or by mutual consent upon 30 days written notice. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

8. The owner may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the owner shall give the contractor written notice specifying the contractor's failure. If within thirty (30) days after receipt of such notice, the contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the owner may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the owner to comply with the terms and conditions of this contract; provided that the contractor shall give the owner written notice specifying the owner's failure and a reasonable opportunity for the owner to cure the defect.

DELGADO COMMUNITY COLLEGE
Contract for Professional, Personal, or Consulting Services

on the 10 th day of August (month), 2011 (year)
DELGADO COMMUNITY COLLEGE (hereinafter sometimes referred to as the "Owner" or the "College") and

Media/Elena ~~Reeves~~ Reeves (hereinafter referred to as "Contractor"), and whose address is:

Street
LA 70115

into contract under the following terms and conditions.

Objectives - Contractor hereby agrees to furnish to the College the following duties:

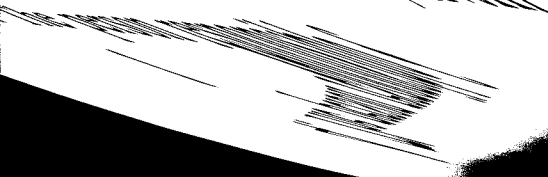
format (8) bridge web pages for College Compass web feature
sent terms throughout text in 5 stages presented on web pages
a space for the uploading of videos within these pages

Contractor agrees to pay Contractor a maximum fee of \$ 2000.00
all other expenses incurred will be the responsibility of Contractor. Payment will be made only on approval of

osey

be paid to Contractor upon submission of an invoice. Payments will be paid only after Contractor invoices the
work completed and expenses incurred. Invoices should be sent to:

Office of Finance and Budget
Delgado Community College
615 City Park Ave.
New Orleans, LA 70119



9. Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the College.
10. Any conflict or controversy arising from this contract will be resolved in accordance with L.A.R.S. 39:1524 - 1526.
11. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriations shall be said contractor's obligation and identified under federal tax identification no. 72-1490584 **(IRS Form W-9 must be attached to this contract. For individuals, Retirement Membership Disclosure Form must also be attached.)*
12. The contractor shall not assign any other interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the College, provided however, that claims for money due or to become due to the contractor from the owner may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the College.
13. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by means provided in the appropriation to prevent total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide sufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
14. The Contractor agrees to abide by the requirements of the following as applicable:
Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
15. The Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, sexual orientation, or disabilities.
16. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.
17. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing of all accounts of contractor that relate to this contract.
18. This contract shall begin on August 22, 2011 and shall terminate on October 31, 2011.

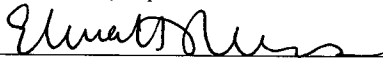
Thus done and signed in New Orleans, Louisiana, on the day, month, and year first written above.

DELGADO COMMUNITY COLLEGE

Dept. Supervisor(s)' Initials _____ / _____

Vice Chancellor for Business and Administrative Affairs

Chancellor (Required for contracts of \$5,000 or more)



Contractor

Contractor's Phone #: 504-891-0940 (required)

Contractor's Email: elena@tchopshop.com (required)

*Verification of Available Funds by
Assistant Vice Chancellor, Financial Services:* _____

****Contract is not valid until the College's final internal and external approvals have been received.**