

Web Development Agreement

This Web Development Agreement (this "Agreement") is made effective as of November 20, 2015, by and between the City of Harahan, of 6437 Jefferson Hwy, Harahan, Louisiana 70123, and Tyler Phelps, of Grand Rapids, Michigan 49544. In this Agreement, the party who is contracting to receive the services shall be referred to as "City of Harahan", and the party who will be providing the services shall be referred to as "Tyler".

WHEREAS, Web Developer Tyler possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, the City of Harahan desires to engage Web Developer Tyler, and Web Developer Tyler accepts the engagement, to design and manage a World Wide Web site (Web Design Project) in accordance with terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the City of Harahan and Web Developer, Tyler, agree as follows:

RETENTION OF DEVELOPER. The City of Harahan hereby retains the services of Developer for the Web Design Project to be published on Client Harahan's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), or provided on disk at Harahan's option.

DESCRIPTION OF SERVICES. Beginning on November 20, 2015, Tyler will provide the following services connected with the development of the Website (collectively, the "Services"): including, but not limited to, website development, website management, media management, media consulting, coordination of web projects across departments, editing and proofreading all web content, track and report on all site metrics, maintain and develop the master content calendar for all web properties, and research and implement new strategies to modernize web presence.

PAYMENT FOR SERVICES. In consideration of the services to be performed by Tyler, the City of Harahan agrees to compensate Tyler for the services rendered as follows:

Tyler's fees for the services specified in Description of Services, above, and for any additional services, will be charged at \$1,250.00 per month.

Any additional services not specified in Description of Services, above, will be negotiated prior to agreement.

WEB HOSTING. The City of Harahan understands and agrees that any web hosting services require a separate contract with a web hosting service. The City of Harahan agrees to select a web hosting service which allows Tyler full access to the website.

TERM/TERMINATION. This Agreement shall terminate automatically on November 30, 2018. An exit agreement will be drafted if needed prior to the automatic termination date.

RELATIONSHIP OF PARTIES. It is understood by the parties that Tyler is an independent contractor with respect to the City of Harahan, and not an employee of the City of Harahan. The City of Harahan will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Tyler.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Tyler in connection with the Services shall be the exclusive property of the City of Harahan. Upon request, Tyler shall sign all documents necessary to confirm or perfect the exclusive ownership of the City of Harahan to the Work Product.

LAWS AFFECTING ELECTRONIC COMMERCE AND INTERNET ACTIVITY. The City of Harahan agrees that the City of Harahan is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Tyler and its subcontractors from any cost, claim, suit, penalty, tax, or tariff, including attorneys' fees, costs, and expenses, arising from the City of Harahan's exercise of Internet electronic commerce. Tyler also attains legal protection by the City of Harahan and retains amnesty against all other legal action taken against the City of Harahan for all of Harahan's Internet and media activity.

CONFIDENTIALITY. Tyler will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Tyler, or divulge, disclose, or communicate in any manner any information that is proprietary to the City of Harahan. Tyler will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Tyler will return to the City of Harahan all records, notes, documentation and other items that were used, created, or controlled by Tyler during the term of this Agreement.

EMPLOYEES. Tyler's employees, if any, who perform services for the City of Harahan under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City of Harahan, Tyler shall provide adequate evidence that such persons are Tyler's employees.

ASSIGNMENT. Tyler's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City of Harahan.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.


SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against the City of Harahan or Developer without the written consent of both the City of Harahan and Developer.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Louisiana.

SIGNATURES. This Agreement shall be signed by Tina Miceli, Mayor on behalf of the City of Harahan and by Tyler Phelps, Director of Media on behalf of Tyler S. Phelps. This Agreement is effective as of the date first above written.

x 
Tyler Phelps

11/20/15
Date

x 
Tina Miceli

11/20/15
Date