October 30, 2014

VIA EMAIL ([russ@russellruetz.com](mailto:russ@russellruetz.com))

Solid Web Works, LLC

Russell D. Ruetz

13231 Clyde Park Avenue

Hawthorne, CA 90250

Dear Russell,

This letter acknowledges and confirms the agreement of the Coalition for Clean Air (“CCA”) to enter into a short-term temporary work contract with Rusty Ruetz (“you”) as an independent contractor.

Term. It is expected that you will complete all Duties listed herein by January 02, 2015.

Duties. Your duties will include:

1. Install WordPress CMS on secure server utilizing SSL encryption & strong password requirements as an added layer of security.
2. Design and Develop a functional website that meets all the requirement of “Schedule A”, attached hereto and incorporated herein by reference.
3. Launch completed and approved website on www.ccair.org.

Deliverables. The contract deliverables include:

1. Design concepts for approval prior to website coding.
2. Functioning sample website within 45 days of design approval for client review.
3. Completed and delivered site within 14 days of client approval.
4. In-Person website review to answer questions and/or evaluate change requests.
5. Deliver and Install completed website on [www.ccair.org](http://www.ccair.org).
6. Implement Google Analytics tracking code.
7. Assist with MailChimp email marketing template design for design continuity between the new website and all marketing messages and newsletters.
8. Provide 60 days of security updates and site monitoring free of charge

Reporting. You will work under the supervision of CCA President & CEO Dr. Joseph Lyou.

Payment. As the sole and exclusive compensation in exchange for performance of duties in this agreement, you shall receive compensation totaling no more than $7,000 USD. No further reimbursement of expenses will be provided, unless approved in advance in writing by CCA. Any amount above the $7,000 limit would need to be approved in advance in writing by CCA. This compensation will be paid monthly upon receipt of an invoice reflecting work toward the completion of duties outlined above, due by the 1st of each month.

Confidential Information. During the term of this Agreement and thereafter, you shall maintain the strict confidentiality of all Confidential Information to which you may have access while working with CCA. Confidential information includes, but is not limited to, information concerning the business affairs, research, proposals, projects, finances, properties, methods of operation and any other information relating to CCA. You shall not use such information or material for any purpose, and shall not disclose any such information or materials to a third party, other than in connection with your duties to CCA.

Work Product. You agree that the right, title, and interest throughout the world to all intellectual property, including, but not limited to, research results, publications, concepts, creations, developments, programs, products, processes, materials or other works which are conceived of, prepared, generated or produced by you solely or together with others during the course of performing services under this Agreement (“Work Product”), shall be works-for-hire, owned by and belonging exclusively to CCA. You hereby assign to CCA any rights he may have in such work product. You and CCA further agree that CCA shall be deemed the sole author and owner of any copyrightable material created under this Agreement.

Termination. Either party reserves the right to terminate this contract anytime during the length of this agreement by giving written notice. Following the termination of this agreement, you shall continue to be entitled to receive, and CCA shall be obligated to pay the payment specified herein, provided, however, that CCA shall have no obligation to pay for work which was not completed or not completed in a satisfactory manner.

Modifications. The terms of this Agreement may be modified or waived only by written agreement, signed by both of the parties.

Entire Agreement. This is the entire Agreement between you and CCA with respect to performance of services for CCA. You acknowledge that you are not relying on any representations, except for as set forth in this Agreement. CCA makes no representations to you and none it may have made in the past survive, except as set forth in this Agreement.

If the foregoing accurately reflects our mutual understanding, please acknowledge acceptance by signing below. Return the original signed contract to CCA Office Manager Nick Burant, 800 Wilshire Boulevard, Suite 1010, Los Angeles, California, 90017.

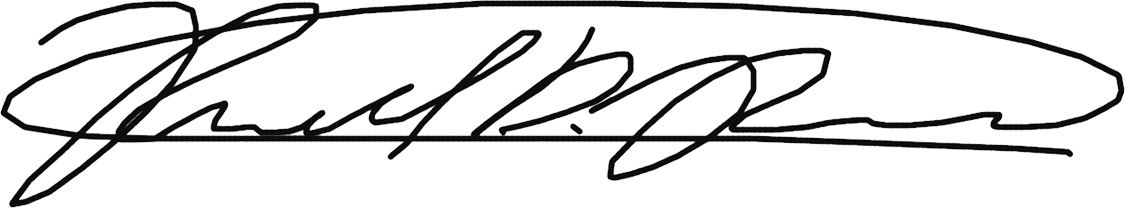
Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joseph K. Lyou, Ph.D.

President & CEO

Accepted and Agreed to On 10/30/14 (Date)



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Russell D. Ruetz

**Schedule A**

**Website Primary Purpose:**

The Coalition for Clean Air is dedicated to restoring clean, health air to California by advocating for effective public policy and practical business solutions. CCAir is funded by grants and donations, and the main focus of this website project is to create a tool to educate, excite and connect current and prospective donors with CCAir.

**Website:**

A fully functioning live (i.e. “production”) website will be developed using the WordPress content management system (CMS). The website will be installed on a web server as specified in contract. Development of website will occur on a web host separate from Client’s as specified in contract. An anti-spam plugin (e.g. the *Akismet* plugin or *Simple CAPTCHA* plugin) will be installed on website unless requested otherwise by Client. Client will cover any costs involved with requested anti-spam services.

**WordPress Theme:**

The theme to be used for this website will be selected and/or approved by Client before project start. Client may either: a) supply the theme’s files and authorize access to any documentation and private support available with theme; or b) Solid Web Works, LLC will make purchase of theme for client, in which case the cost of the theme will be added to the amount of final project invoice. Customization or custom programming of the theme will be limited to sixteen (16) hours as part of this package. Should additional requested features require additional programming time, a separate quote will be submitted to the Client.

**SEO Configurations:**

An XML sitemap will be created and submitted to both Bing and Google. Necessary SEO and analytical plugins will be installed on website and configured. A Google Place listing will be created for Client, unless otherwise requested. A report describing the website’s current web marketing status will be submitted to Client upon project completion.

**Social Media Integrations:**

Website will be integrated with social media profiles through the use of various WordPress plugins and widgets. Client will be consulted regarding this integration.