

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the St. Charles Parish, hereinafter referred to as "SCP," and VANGUARD TECHNOLOGIES, INC., Baton Rouge, Louisiana, hereinafter referred to as "VTI."

SCP has elected to engage VTI to perform, and VTI agrees to perform, the services described and for the conditions and compensation stated in this Agreement.

SCOPE OF SERVICES

VTI shall perform services as described in Task orders issued by SCP that will become part of this agreement. Services for tasks may include planning, design, specifications, procurement services, project management, integration of equipment and maintenance as part of this Agreement and in accordance with the terms of this Agreement under the direct supervision of the SCP Senior Emergency Coordinator.

COMPENSATION

Payments to VTI for services rendered will be made monthly based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification as described in Attachment s of this Agreement and associated with all tasks issued by SCP.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion to reflect the actual costs experienced by VTI during the course of this contract as determined by the SCP Senior Emergency Coordinator.

Payments will also be made monthly for direct expenses chargeable and identifiable to this specific agreement; provided such charges are substantiated by documentation subject to audit. Direct expenses will be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including the direct expenses. The original and 2 copies of the invoice shall be submitted to the SCP Senior Emergency Coordinator. The invoice must be signed and dated, as covered under the "Attachment A" section of this agreement, by a principal member of VTI.

Upon receipt and approval of each invoice, SCP shall pay the amount shown to be dues and payable within 30 calendar days.

TERM

The term of this contract shall be two (2) years, commencing on _____, 2012, and may be renewed upon mutual agreement of both parties for an additional two (2) years with a ten year limit on renewals. Either party to this agreement shall have the unconditional right, privilege and option to terminate this agreement, without any cause whatsoever; by giving the other party at least thirty (30) days advanced written notice of the effective date of cancellation.

RATES

VTI shall provide services and tasks to SCP with the following rates:

- | | |
|---------------------------------|----------|
| • Engineer or IT Specialist | \$125/hr |
| • Project Management/Consulting | \$95/hr |
| • Lead Installation Technician | \$85/hr |
| • Installation Tech | \$65/hr |

Standard service hours shall be the same as the standard office hours for SCP. Extended service hours shall be defined as Saturday, Sunday, National Holidays or after 8:00 PM or before 7:00 AM Monday through Friday. VTI shall submit invoices to SCP by mail on the fifteenth day of each month for the services and costs during the preceding month, payment of which shall be due upon receipt of same by the SCP.

PROCUREMENT

SCP's preferred method of procurement will be with vendors that offer products on state contract.

AGREEMENT CHANGES

Occasionally during the course of an Agreement, it may become necessary to perform Major Changes or Extra Work not originally anticipated or to comply with current requirements not in effect at the outset of the Agreement. VTI is hereby notified that any such changes, extensions or modifications shall require a fully executed Agreement Modification and that they are not to perform any such service prior to the execution of this Modification and receipt of official written authorization to proceed with the work. The Modification shall establish the extent of changes, extensions, and modifications and shall authorize additional compensation thereof.

OWNERSHIP OF DOCUMENTS

All data collected by VTI and all documents, notes, drawings, tracings, and files collected or prepared in connection with this work shall remain the property of SCP and VTI. SCP shall not distribute for use any designs or the above mentioned items. They may use the information for reference. VTI hereby acknowledges that St. Charles parish is a public entity and subject to the Louisiana public records law.

No public news releases, technical papers, or presentations concerning this project may be made without the prior written approval of SCP.

DELAYS AND EXTENSIONS

VTI shall be given an extension of time for delays beyond its control or for those caused by tardy approvals of work in progress by various official agencies. If, at any time, the Agreement time is or shall be exceeded by twelve months due to delays beyond VTI's control or for those caused by tardy approvals of work in progress by various official agencies, this shall be cause for review of Agreement compensation. If, in the opinion of the SCP Emergency Senior Coordinator, circumstances indicate a need for additional compensation, the compensation stipulated herein for work accomplished after the delay period shall be addressed. It shall be the responsibility of VTI to request additional compensation promptly in writing and no compensation adjustment shall be made for work performed prior to such request.

PROSECUTION OF WORK

VTI shall provide sufficient materials, equipment, personnel and resources to insure completion of the project in accordance with the project scope and within the Agreement time limit.

TERMINATION OR SUSPENSION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted by SCP and all payments required to be made to VTI have been made. However, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By SCP as a consequence of the failure of VTI to comply with the terms, progress or quality of work in a satisfactorily manner, proper allowance being made for circumstances beyond the control of VTI.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.
4. By SCP due to the departure for whatever reason of any principal member or members of the Consultant's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By SCP giving 30 days notice to VTI in writing and paying compensation due for completed work.

Upon termination of this Agreement, VTI shall deliver to SCP all plans and records of the work compiled to the date of termination. SCP shall pay in full for all work accomplished up to the date of termination.

Should SCP desire to suspend the work, but not definitely terminate the Agreement, this may be done by 30 days notice given by SCP in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt by VTI from SCP of 30 days notice in writing to that effect.

INSURANCE REQUIREMENTS

During the term of this Agreement, VTI shall carry general liability insurance in the amount of \$1,000,000. This insurance shall be written on a "claims-made" basis. VTI shall provide or cause to be provided a Certificate of Insurance to SCP showing evidence of such insurance.

INDEMNIFICATION

VTI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the SCP, its officers, directors and employees (collectively, SCP) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the VTI's negligent performance of professional services including any equipment and services provided by VTI, under this Agreement and that of its subcontractors, or anyone for whom VTI is legally liable.

SCP agrees, to the fullest extent permitted by law, to indemnify and hold harmless VTI, its officers, directors, employees and subcontractors (collectively, VTI) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by SCP's negligent acts in connection with the Projects and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither SCP nor VTI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

LIMITED WARRANTY

(a) Equipment not manufactured by VTI is subject solely to the terms and conditions of the manufacturer's warranty, if applicable to such equipment, VTI shall make such warranty available to the SCP to the extent permitted by terms and conditions of such warranty. VTI makes no warranty, of any nature, whatsoever, to the SCP as to the equipment.

(b) If installation is provided for hereunder, then VTI warrants that installation of the equipment is free from defects in workmanship for a period of ninety (90) days from the date of the completion of the installation. In the event of any defect in such workmanship, VTI shall correct such defects without charge to the SCP only during such one hundred and eighty day period.

The aforesaid warranties are expressly made in lieu of any other warranties, expressed or implied, it being understood that all such other warranties, expressed or implied, including the warranties of merchantability and fitness for particular purpose are hereby expressly excluded. In no event shall VTI be liable to the SCP for any direct collateral, incidental or consequential damages in connection with the SCP's use of the equipment, or for any other cause whatsoever relating to the equipment. It should be noted that some states do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty lasts, so the foregoing limitations may not apply. SCP is granted specific legal rights pursuant to this warranty in addition to any other rights granted under applicable state law. Return of a warranty service authorization number along with the equipment is a condition precedent to warranty performance.

Neither VTI nor its representatives shall be liable to the SCP or anyone else for any liability, claim, loss, damage or expense of any kind, or for direct, consequential, collateral or incidental damages, relative to or arising from or caused directly or indirectly by the equipment, its installation or the use thereof or any deficiency, defect or inadequacy of the equipment. It is expressly agreed that the SCP's exclusive remedy for any cause of action relation to the purchase, installation and/or use of equipment shall be for damages and VTI's liability for any and all losses for damages resulting from any cause whatsoever, including negligence, shall in no event exceed the purchase price of the equipment in respect to which the claim is made or, at the election of VTI, the restoration or replacement or repair of such equipment.

CLAIM FOR LIENS

VTI shall hold SCP harmless from any and all claims for liens for labor, services or material furnished to VTI in connection with the performance of its obligations under this Agreement.

COMPLIANCE WITH LAWS

VTI shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Agreement.

COMPLIANCE WITH CIVIL RIGHTS ACT

VTI 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 Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

VTI agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by VTI, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred in writing to the SCP Emergency Senior Coordinator or his/her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement. Court venue for any legal disputes shall be the 29th judicial district court for the state of Louisiana.

PROGRESS INSPECTIONS

During the progress of the work, representatives of SCP and other interested parties when so named herein shall have the right to examine the work and may confer with VTI thereon. In addition, VTI shall furnish, upon request, prints of any specific item of his work for SCP inspection. VTI shall confer with SCP and such other parties and from time to time shall, upon request, submit sketches illustrating significant features of the work for interim approval.

COVENANT AGAINST CONTINGENT FEES

VTI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VTI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for VTI, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty SCP shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

No member of St. Charles Parish shall be admitted to any share or part of this Agreement or to any benefit that may arise there from; but, this provision shall not be construed to extend to a Agreement if made with a corporation for its general benefit.

SUBLETTING, ASSIGNMENT, OR TRANSFER

This Agreement, or any portion thereof, shall not be transferred, assigned, or sublet without the prior written assent of SCP.

COST RECORDS

VTI and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Records shall be retained until such time as an audit is made by SCP or VTI is released in writing by the Audit Director, at which time VTI may dispose of such records. VTI shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Agreement for inspection by SCP.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

TAX RESPONSIBILITY

VTI hereby agrees that the responsibility for payment of applicable taxes on the payments received under this Agreement shall be Consultant's obligation.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

VANGUARD TECHNOLOGIES, INC

Witness for First Party

BY: _____

Michael Gullo CAO

Witness for First Party

Date:

Federal Identification No.: 72-1226623

St. Charles Parish

Witness for Second Party

BY: _____

VJ St. Pierre Parish President

Witness for Second Party

Date:

All work assignments to VTI shall be issued by written tasks orders.