



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbp.net

Guy McInnis
*Councilman
at Large*

George Cavnac
*Councilman
at Large*

Ray Lauga, Jr.
*Councilman
District A*

Nathan Gorbaty
*Councilman
District B*

Richard "Richie" Lewis
*Councilman
District C*

Casey W. Hunnicutt
*Councilman
District D*

**Manuel "Monty"
Montelongo III**
*Councilman
District E*

Roxanne Adams
Clerk of Council

#14

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON WEDNESDAY, NOVEMBER 5, 2014 AT SEVEN O'CLOCK P.M.

On motion of Mr. Lewis, seconded by Mr. Gorbaty, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #1578-11-14

Summary No. 3156

Introduced by: Council on 10/21/14

Executive Finance Committee recommended **APPROVAL** on 10/30/14

Public hearing held on 11/5/14

AN ORDINANCE TO EXECUTE ALL DOCUMENTS NECESSARY TO SECURE A PROFESSIONAL SERVICES AGREEMENT WITH TODD'S TECHNOLOGY INC.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

WHEREAS, St. Bernard Parish Council, the governing authority for St. Bernard Parish, deems it to be in the best interest of the citizens of St. Bernard that St. Bernard Parish Government enter into an agreement for professional services with Todd's Technology, INC. to provide information technology support to the Parish Council.

WHEREAS, The professional services agreement is attached as Exhibit "A."

SECTION 1. The Parish President is hereby required to execute a contract and/or any document necessary to procure the service of Todd's Technology, INC.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.



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Extract #14 continued
November 5, 2014

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: Lauga, Gorbaty, Lewis, Montelongo, Cavnagac

NAYS: None

ABSENT: Hunnicutt

The Council Chair, Mr. McInnis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 5th day of November, 2014.

ROXANNE ADAMS
CLERK OF COUNCIL

GUY MCINNIS
COUNCIL CHAIR

Delivered to the Parish President

11/10/2014 12:00pm
Date and Time

Approved _____

Vetoed _____

Parish President

David E. Peralta

Returned to Clerk of the Council

11/12/2014 11:41AM
Date and Time

Received by

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
ST. BERNARD PARISH GOVERNMENT
AND
TODD'S TECHNOLOGY, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into by and between the St. Bernard Parish Council ("SBPG"), herein represented by , and TODD'S TECHNOLOGY, INC. (hereinafter "Contractor"), herein represented by Jerry Calcagno, to be effective as of _____, 2014 ("Effective Date").

WHEREAS, SBPG desires to engage Contractor for the performance of services outlined herein as a utility liaison for SBPG;

WHEREAS, TODD'S TECHNOLOGY, INC., and located at 8201 W Judge Perez Dr Suite B Chalmette, LA 70043, is qualified and desires to perform services on behalf of the SBPG; and

NOW, THEREFORE, SBPG and Contractor, agree as follows:

AGREEMENT

**ARTICLE I
SCOPE OF SERVICES**

Section 1. Services to be Performed by Contractor

- 1- Cox Communications adds service to office separate from existing network. Cox estimate and agreement created by cox and signed by Parish council.
- 2- Installation of six new network lines to create new network. Lines ran from router to 3 office computers, 1 printer, 1 wireless access point, and one extra port.
- 3- Desktop server installed in office and Technical services provided to create new network separate from parish gov't network.
- 4- Technical services included are as follows: Transfer of Data to new server. Configure desktops to the new server. Configure Printer to new router as well as desktops. Install Microsoft Office and Norton Internet Security on all new computers provided by parish. Install wireless adapters on all councilman desktops. Configure router and wireless access point. Install and configure NAS Storage local backup. Create remote access to server. Set up new domain and email addresses (10) & configure email accounts. Create off site backup solution (Enveloc) and install as needed.
- 5- Discuss, design, and facilitate a new website for Parish Council.

- 6- Maintain Network and Tech environment with a monthly agreement specifying two scheduled visits per month.
- 7- Provide for all hardware and software acquisition needs.
- 8- Provide technical computer assistance for all Council needs.
- 9- Contractor shall provide exclusive service needs to the St. Bernard Parish Council.

Section 2. Standard of Care. Contractor hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, Contractor shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which Contractor is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Further, the contractor agrees to abide by privacy laws for any information obtained from St. Bernard Parish Council and the services provided as per the agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 1. Representations and Warranties of SBPG. SBPG represents and warrants that:

- A. SBPG has the legal authority to enter into this Agreement; and
- B. The undersigned President of the SBPG has the authority to execute this Agreement on behalf of SBPG.

Section 2. Representations and Warranties of Contractor. Contractor represents and warrants that:

- A. Contractor has not employed or retained any entity or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement nor has Contractor paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting Contractor in securing this Agreement;
- B. Contractor, through its duly authorized representative, Phillip Truxillo, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Contractor in accordance with its terms;

- C. Contractor is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- D. Contractor and its subcontractors have the requisite expertise, qualifications, staff, materials and equipment in place and available to enable them to fully perform the Services and Contractor, along with its employees, as required, and all sub-Contractor, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
- E. As of the Effective Date of this Agreement, Contractor has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or its ability to fulfill its obligations under this Agreement;
- F. Contractor is not in breach of any federal, state or local statute or regulation applicable to Contractor or its operations;
- G. Contractor is bonded, if required by law, and fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of Contractor or its employees or subcontractors in the performance of its obligations under this Agreement. Contractor shall also provide proof of insurance upon execution of this agreement.
- H. Contractor has read and fully understand the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.
- I. Contractor shall work with and for the Council Chairman. The Council Chair shall have sole authority to direct contractor under this agreement. Contractor shall not share any information obtained during the course of this contract with any party, except when under the direction of the Council Chair.

Section 3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE III COMPENSATION

Section 1. Rate of Compensation.

Technician Labor Hours - \$89.99

Website Design Labor Hours - \$119.99

Hardware & Software Acquisitions shall be billed by invoice

The maximum payout a year under this agreement shall be \$50,000.00.

Section 2. Truth-In-Negotiation. As of the Effective Date of this Agreement, Contractor represents and warrants that the rates charged SBPG as set forth in this Article III for the performance of the Services are reasonable, factor in reimbursable expenses, and were negotiated at arm's length.

Section 3. Detailed Monthly Invoices. As a prerequisite to payment, Contractor shall submit to SBPG monthly invoices describing in detail, at a minimum, the services performed and the amount due of such services. SBPG shall process any invoice and if there is no dispute as to the invoice, SBGP shall provide payment to Contractor in 60 days from date of receipt of invoice. In the event of a dispute as to the invoice, SBPG shall pay the undisputed amount of the invoice in 60 days from the date of receipt of the invoice and notify Contractor as to the disputed amount.

Section 4. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of SBPG are not authorized to request Contractor to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. SBPG shall not be required to pay Contractor for any services that are provided by Contractor that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

**ARTICLE IV
TERM**

Section 1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of one year from the date of execution. The parties may extend the contract for an additional time period as needed and agreed to in writing by amendment to the contract.

**ARTICLE V
NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital

status, physical or mental disability or AIDS- or HIV-status against (A) any employee of or any SBPG employee working with Contractor in any of Contractor's operations within Orleans Parish or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The Contractor shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all of the above referenced Acts and any discrimination claims.

Section 2. Equal Employment Opportunity. Contractor further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Contractor. Further, Contractor agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Contractor agrees all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin. The Contractor shall hold harmless and defend and indemnify the Parish for any claim associated with its failure to comply with any and all employment laws.

Section 3. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE VI INDEPENDENT CONTRACTOR STATUS

Section 1. Independent Contractor Status. Contractor shall not be deemed to be an employee, servant, agent, partner or joint venturer of SBPG. Rather, Contractor herein expressly acknowledges and agrees that it is providing services exclusively an independent Contractor to SBPG, as such term is defined

in La. Rev. Stat. 23:1021(7). As such, Contractor agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of SBPG. Further, Contractor acknowledges and agrees that, as an independent Contractor, neither Contractor nor any of its employees shall be entitled to receive any benefits that employees of SBPG are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to SBPG under this Agreement. As an independent contractor, contractor acknowledges herein that he has no cause of action or claim against SBPG that should arise from the performance of contractor pursuant to this agreement.

Section 2. No Withholding; Form 1099 Reporting. Contractor understands and agrees that (a) SBPG will not withhold on behalf of Contractor any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that SBPG will not make available to Contractor any of the benefits afforded to employees of SBPG; (b) all of such withholdings and benefits, if applicable, are the sole responsibility of Contractor; and (c) Contractor will indemnify and hold SBPG harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if the Internal Revenue Service questions or challenges Contractor's independent Contractor status, both Contractor and SBPG shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. Contractor acknowledges that all compensation paid to Contractor pursuant to this Agreement will be reported annually by SBPG to the Internal Revenue Service on Form 1099.

ARTICLE VII GOVERNING LAW

Section 1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana.

ARTICLE VIII RETENTION, ACCESS AND OWNERSHIP OF RECORDS

Section 1. Retention. Contractor agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession for a period of five (5) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices. Subsequent to five (5) year period but prior to destroying records, Contractor shall provide St. Bernard Parish the opportunity to take possession of files and/or relevant portions. However, all documents associated with any work performed by Phinat, LLC as directed by SBPG shall become the property of SBPG.

Section 2. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as SBPG may deem necessary, Contractor shall make all data, records, reports and all other materials relating to this Agreement available to SBPG for examination and copying. In addition, Contractor shall permit SBPG to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable SBPG to verify the accuracy of Contractor's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by Contractor in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, documents, records, external disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of SBPG, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of SBPG. SBPG shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of SBPG. Upon completion of the work or termination of the contract whichever occurs first, the data and all work product as stated above shall be turned over to SBPG.

ARTICLE IX TERMINATION

Section 1. Termination for Cause. SBPG shall have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to Contractor of its intent to terminate and the reasons therefor.

Section 2. Termination for Convenience. SBPG shall have the right to terminate this Agreement without cause by giving Contractor written notice of its intent to terminate at least ten (10) days prior to the date of termination. In the event SBPG elects to terminate for convenience, SBPG shall be obligated to pay Contractor only for those undisputed services performed and/or undisputed invoices received up to and through the date of termination.

Section 3. Survival of Certain Provisions. All representations, warranties, and all responsibilities regarding record retention, access and ownership, and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE X INSURANCE

- A. During the term of this Agreement, Contractor shall, at all times, maintain adequate errors and omissions insurance coverage for all acts and

services performed, in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. St. Bernard Parish does not have to be named as an additional insured on this policy.

- B. The contractor shall obtain and maintain during the life of the agreement, and provide copies to SBPG, insurance policies from companies licensed to do business in the State of Louisiana. These insurance policies shall be approved by owner prior to commencement of the work. Copies of evidence of renewal of these policies shall be obtained and furnished to the owner prior to the expiration date of said policies or when said policies are written for a period shorter than the life of the agreement.
- C. The contractor shall not cause any Insurance Policy to be canceled or permit it to lapse, and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required coverage or limits of liability until notice has been mailed to the owner stating date the date when such cancellation or reduction shall be effective, which shall not be less than thirty days after such notice.
- D. If the contractor does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the (contractor) is liable for any losses or delays.
- E. At all times during the term of this agreement, contractor shall maintain at its own expense and without any reimbursement by owner the insurance protection of the kinds and in the minimum amounts set forth below:
 - 1. Workers Compensation
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000.
 - 2. Commercial General Liability
Commercial General Liability insurance, including Personal and Advertising Injury Liability, Contractual Liability, Independent Contractors Coverage Premises/Operations and Products/Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in

Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

3. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

F. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the St. Bernard Parish Council. The Contractor shall be responsible for all deductibles and self-insured retentions.

G. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The St. Bernard Parish Council, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.

b. The Contractor's insurance shall be primary as respects the St. Bernard Parish Council, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Council shall be excess and non-contributory of the Contractor's insurance.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Council, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the St. Bernard Parish Council.

3. All Coverages

a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Council. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the St. Bernard Parish Council for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Council, its officers, agents, employees and volunteers.

e. If the Contractor maintains higher limits than the minimum show herein, the St. Bernard Parish Council shall be entitled to coverage to the higher limits maintained by the Contractor.

H. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

I. VERIFICATION OF COVERAGE

Contractor shall furnish the St. Bernard Parish Council with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Council y before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Council reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Council, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

J. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Council reserves the right to request copies of subcontractor's Certificates at any time.

ARTICLE XI INDEMNITY PROVISIONS

Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Council, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the St. Bernard Parish Council, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense

and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Council, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Council, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Council, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

ARTICLE XII NOTICE

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

To SBPG: Roxanne Adams, Clerk of Court
 St. Bernard Parish Council
 8201 West Judge Perez Drive
 Chalmette, Louisiana 70043

To Contractor: Jerry Calcagno, General Manager
 TODD'S TECHNOLOGY, INC.
 801 W Judge Perez Dr Suite B
 Chalmette, LA 70043

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between authorized representatives of SBPG and Contractor.

ARTICLE XIII GENERAL PROVISIONS

Section 1. No Assignment. This Agreement is personal to each of the parties hereto, and none of the parties may assign or delegate any rights or obligations hereunder.

Section 2. Conflict of Interest. Contractor agrees to decline any offer of work, whether as an independent Contractor or employee, if such work would (a) affect Contractor's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with Contractor's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with Contractor. However, Contractor shall be obligated to notify SBPG and provide full disclosure as to any possible adverse effects of such work as it relates to Contractor's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with SBPG.

Section 3. Compliance with Laws; Duty to Notify of Wrongdoing. In performing the Services, Contractor shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. Contractor shall be obligated to immediately notify St. Bernard Parish Council in writing of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement.

Section 4. Nonwaiver. The failure of any party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 5. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was

never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 6. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

Section 7. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 8. Time is of the Essence. SBPG and Contractor each acknowledges and agrees that time is of the essence in the performance of this Agreement.

Section 9. Exclusive. This Agreement shall be exclusive.

Section 10. Prohibition Against Financial Interest in Agreement. No elected official or employee of SBPG shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of SBPG shall be deemed to be a financial interest of such elected official or employee of SBPG. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by SBPG.

Section 11. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 12. Complete Agreement. Contractor specifically acknowledges that in entering into and accepting this Agreement, Contractor relies solely upon the representations and agreements contained in this Agreement (including attachments hereto) and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

Section 13. Venue The proper venue and jurisdiction for any action or claim with respect to this Agreement or any document delivered pursuant hereto shall be in the 34th Judicial District Court for the Parish of St. Bernard, Louisiana.

Section 14. Presumption As both parties have had ample opportunity to review the contract, and procure advice of legal counsel, there shall be no presumption against the drafter of the agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

ST. BERNARD PARISH GOVERNMENT

By: _____
David E. Peralta, Parish President

Date: _____

TODD'S TECHNOLOGY, INC.

By: _____
Jerry Calcagno, General Manager

Date: _____