

CONTRACT DATA SHEET

PSC Type (check one): New Addendum Sole Source: Yes No

Contractor Information	
1. Legal Name of Contractor:	<u>Tree House Island, Inc</u>
2. Address:	<u>622 E. Washington St. Ste 240</u>
3. City, State, & Zip:	<u>Orlando, FL 32801</u>
4. Contractor Contact Person:	<u>Jenn Ellis</u>
5. Phone:	<u>503-805-8937</u> Email: <u>jenn@teamtrees.com</u>
6. Revenue Commission Taxpayer ID#:	<u>n/a</u>
7. Federal Tax ID # (SSN if sole proprietor):	_____

Department Information	
8. Requesting Department:	<u>KentuckianaWorks</u>
9. Contact Person Name & Telephone:	<u>Freda Churchill</u>

Contract Information	
10. Not to exceed amount:	<u>\$200,000.00</u>
11. Are expenses reimbursed?	<u>No</u>
12. If yes list allowable expenses and maximum amount reimbursable:	<u>N/A</u>
13. Beginning and ending date of the contract:	<u>Jan. 1, 2016 thru Dec. 31, 2016</u>
14. Funding Source	<u>Workforce Innovative Fund Grant</u> Federal Funds <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
15. Scope & Purpose of the contract:	<u>Access to TreeHouse for organizations accounts. Seat licenses for up to 1500 users and professional services to maintain reporting features. The Code Louisville program is designed around the TreeHouse Learning Platform.</u>

Authorizations	
Department Director:	<u>[Signature]</u> Date: <u>1/8/16</u>
Purchasing Director:	<u>[Signature]</u> Date: <u>1/13/16</u>
County Attorney:	_____ Date: _____

The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.

For Purchasing Use Only	
Contractor is registered and in good standing with the Revenue Commission	<input checked="" type="checkbox"/>
Human Relations Commission requirements have been met	<input checked="" type="checkbox"/>
Insurance requirements have been satisfied	<input checked="" type="checkbox"/>
If federally funded. Federal Debarment standing has been verified	<input checked="" type="checkbox"/>

Attach all justification documentation to this form, along with signed Written Findings Form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

X _____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

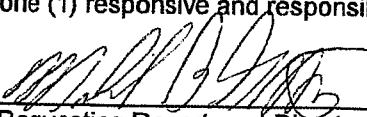
_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 1/8/16
Requesting Department Director Date

**Mayor Date
**Signature is required only for Written Finding A

 1/73/16
OMB/Purchasing Approval Date

Exhibit A

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **THE GREATER LOUISVILLE WORKFORCE INVESTMENT BOARD, INC. d/b/a KentuckianaWorks**. 410 W. Chestnut Street. Suite 200. Louisville. Kentucky 40202 (hereinafter referred to as "**KentuckianaWorks**")¹ and **TREE HOUSE ISLAND, INC.** with offices located at 622 E. Washington St.. Suite 240. Orlando. FL 32801. herein referred to as "**CONTRACTOR**",

WITNESSETH:

WHEREAS, KentuckianaWorks wishes to purchase access to the Treehouse learning platform located at <https://teamtreehouse.com/> (the "Service") for Code Louisville now and into the future; and

WHEREAS, the Contractor has been determined by KentuckianaWorks to be a sole source to provide same.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Contractor shall, at the request of KentuckianaWorks, provide services under the terms of this Agreement.

B. Access to Treehouse

Treehouse will provide access to two Treehouse for Organization accounts for the use of Code Louisville and Louisville Free Public Library. A designated member of the Code Louisville Organization will identify in writing to Treehouse how the seat allotment will be divided and any changes to the allotment during the life of the agreement. The initial seat allotment will be 1,100 for the Code Louisville Organization and 400 for the Louisville Free Public Library Organization (Code Louisville and Louisville Free Public Library are referred to collectively herein as the "Organization").

¹ In this Agreement, "Metro Government" may at times be used in place of "KentuckianaWorks")

Exhibit A

The two Treehouse for Organization accounts will have an initial combined seat maximum of 1500 and be billed monthly on the first business day of each month for the life of the agreement.

KentuckianaWorks hereby agrees to and accepts, and acknowledges and agrees that any Organization members who access the Service will be required to accept, a click-through Terms and Conditions and Privacy Policy as set forth on Contractor's website at <https://teamtreehouse.com/terms> and <https://teamtreehouse.com/privacy>.

C. Changes to the Access Amount

If the combined Organization has three consecutive months of 60% or lower utilization of the total member allotment, the Organization has the option to move to the maximum member level and corresponding monthly price to the next lowest level (see chart). The minimum billing rate is 1,000 members.

A designated member of the Organization can also expand the maximum number of seats according to the schedule below. The expansion request must be in writing. The increase in seats and change in price will be reflected in the next billing cycle from the written request according to the chart below.

		ADD TITLE		
Maximum Number of Seats	1.000	1.500	2.000	2.500

Exhibit A

Organization	\$11.000	\$15.143.00	\$20.500.00	\$26.250.00
Monthly Billed Price				

Exhibit A

D. Professional Services

Professional service fees of \$15.000 annually per calendar year to be billed monthly at \$1.250 per month. Included in Professional Service fee:

- 2 custom reports per calendar year
- Customized Treehouse admin onboarding training video & work aids in pdf format
- Account manager to provide implementation project management and account cadence meetings in an agreed upon frequency

Total Monthly Billing

Bill to one place

The below reflects the total monthly billing based on the starting maximum seat amount of 1500.

Item	Amount
Treehouse Accounts	\$15.143.00
Professional Services	\$1.250.00
Total	\$16.393.00

- Effective Jan 1. through Dec 31. 2016

Exhibit A

II. FEES AND COMPENSATION

A. Contractor shall be paid for professional services rendered according to the terms of this Agreement and as otherwise agreed between KentuckianaWorks and Contractor. Total compensation to be paid under this Agreement shall not exceed **Two-Hundred Thousand Dollars (\$200,000.00)**.

B. Unless otherwise agreed in writing by KentuckianaWorks, charges shall be billed upfront for each monthly pay period. Payment shall be made within thirty (30) days of receipt of a detailed invoice.

C. Out of pocket expenses shall not be reimbursed under the terms of this Agreement.

III. INTELLECTUAL PROPERTY. As between KentuckianaWorks and Contractor, Contractor shall own all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Service, which shall be the sole property of Contractor. For purposes of this Agreement, "Intellectual Property Rights" mean all patents, copyrights, trademarks, trade secrets, know-how, and other intellectual property rights in any country of any type whatsoever. There are no implied licenses granted under this Agreement, and all rights in and to the Service not expressly granted under this Agreement are reserved by Contractor.

IV. DURATION

A. This Agreement shall begin January 1, 2016 and shall continue through and including December 31, 2016.

B. This Agreement may be terminated by submitting ninety (90) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties

Exhibit A

required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of KentuckianaWorks' and Metro Government's obligations under this Agreement, KentuckianaWorks' Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been

Exhibit A

made. KentuckianaWorks shall deliver notice to Contractor of any such non-appropriation not later than 30 days after KentuckianaWorks has knowledge that the appropriation has not been made.

V. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to KentuckianaWorks under this Agreement; and KentuckianaWorks shall have the right, at any reasonable time and at its sole expense, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with Attachment B attached hereto and fully incorporated herein.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Each party (the "Indemnifying Party") agrees to indemnify, hold harmless, and defend the other party, its shareholders, directors, officers, elected and appointed officials, employees acting within the scope of their employment, agents parent companies, subsidiaries, affiliates and successors in interest (including, in the case of KentuckianaWorks, the Louisville/Jefferson County Metro

Exhibit A

Government) (each, an "Indemnified Party") from all claims, damages, losses and expenses including reasonable attorneys' fees, arising out of or resulting, directly or indirectly, from the Indemnifying Party's (or its subcontractors, if any) performance or breach of the contract

provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of any Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any action commenced on such a claim and the Indemnifying Party shall have the right to assume the defense thereof. The Indemnifying Party shall not settle any claim unless it has received consent in writing from the Indemnified Party. This Hold Harmless and Indemnification Clause shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of

Exhibit A

proceedings relating to this Agreement or any rights or obligations arising thereunder.

Service of process may be accomplished by following the procedures prescribed by law.

Exhibit A

X. AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim

Exhibit A

or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

Exhibit A

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XIV. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136.

Exhibit A

139. 141. 337. 338. 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND LEGALITY:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT


**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**


**JOEL NEAVEILL, EXECUTIVE DIRECTOR,
PURCHASING DEPARTMENT**

Date: _

Date: 1/13/16

KENTUCKIANAWORKS


**MICHAEL GRITTON,
EXECUTIVE DIRECTOR**

Date: 1/12/16

TREE HOUSE ISLAND, INC.

By: Michael Watson 

Title: CFO/COO

Date: January 12, 2016

**Taxpayer Identification No.
(TIN):** _

**Louisville/Jefferson County
Revenue Commission Account
No.:** _