

RESOLUTION NO. 071, SERIES 2015

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT - (RSL ENTERPRISES, LLC - \$52,000.00).

Sponsored By:

Council Member David Tandy

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

POLICE

\$52,000.00 for a noncompetitively negotiated renewal Professional Service Contract with RSL Enterprises, LLC for professional services regarding financial investigation analysis from July 1, 2015 through June 30, 2016.

SECTION II: This Resolution shall take effect upon its passage and approval.

Stephen Ott
Metro Council Clerk PRO - TEM

David Tandy
President of the Council

Greg Fischer
Mayor

8/17/15
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: Pat V. Holt
PSC 2016-xxxx Police with RSL Enterprises LLC Resolution Only 050615 [pr]

LOUISVILLE METRO COUNCIL
ADOPTED
August 13, 2015

CONTRACT DATA SHEET

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

Contractor Information	
1. Legal Name of Contractor:	<u>RSL Enterprises, LLC</u>
2. Address:	<u>8605 Running Spring Drive</u>
3. City, State, & Zip:	<u>Louisville, KY 40241</u>
4. Contact Person Name & Telephone Number:	<u>Ray Leezer</u>
5. LeAP Supplier #:	_____
6. Revenue Commission Taxpayer ID#:	_____
7. Federal Tax ID # (SSN if sole proprietor):	_____

Department Information	
8. Requesting Department:	<u>LMPD</u>
9. Contact Person Name & Telephone:	<u>Amy McTyeire 674-7421</u>

Contract Information	
10. Not to exceed amount:	<u>\$ 52,000</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>July 1, 2015- June 30, 2016</u>
14. Coding:	<u>1101 - 305 - 2511 - 251112 - 521301</u>
15. Funding Source	<u>GF</u> Federal Funds <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
16. Scope & Purpose of the contract:	<u>financial investigation and analysis of the proceeds of illicit drug activity. The consultant is responsible for partnering LMPD with DEA to identify, document, and prosecute drug and money laundering organizations which includes seizing and forfeiting the revenues generated by domestic and international drug organizations.</u>

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

Authorizations	
Department Director: <u>[Signature]</u>	Date: <u>4/27/15</u>
Department certifies:	
<input checked="" type="checkbox"/>	Funds are available
<input checked="" type="checkbox"/>	Contractor is registered and in good standing with the Revenue Commission
<input checked="" type="checkbox"/>	Human Relations Commission registration requirements have been met
<input checked="" type="checkbox"/>	Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII - Federally Funded Contracts & Agreements
<u>[Signature]</u> Purchasing: Approval of Sole Source Designation	Date: <u>5/5/15</u>
<u>[Signature]</u> Risk Management: Certifies insurance requirements satisfied.	Date: <u>6-10-15</u>
<u>[Signature]</u> County Attorney:	Date: <u>6-5-15</u>
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.	

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.



 Requesting Department Director Date
 4/27/15



 OMB/Purchasing Approval Date
 5/5/15

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

MEMORANDUM


LOUISVILLE METRO POLICE DEPARTMENT

GREG FISCHER
MAYOR

STEVE CONRAD
CHIEF OF POLICE

20 April 2015

To: Daniel Frockt, Acting Chief Financial Officer

From: Ozzy Gibson, Deputy Police Chief 

Subject: FY 2016 Professional Service Contracts

The following contracts need to be non-competitively negotiated.

RSL Enterprises, LLC \$52,000: The services of this consultant include financial investigation and analysis of the proceeds of illicit drug activity. The consultant is responsible for partnering LMPD with DEA to identify, document, and prosecute drug and money laundering organizations which includes seizing and forfeiting the revenues generated by domestic and international drug organizations. Mr. Leezer is a former LMPD narcotics detective who spent 10 years assigned to an asset forfeiture task force. He has a longstanding working relationship with the DEA and has extensive specialized training in the nuances and legalities of asset forfeiture.

University of Louisville Research Foundation/School of Medicine, Division of Forensic Medicine, Department of Pediatrics \$125,000: The purpose of this contract is for clinical forensic services in the area of pediatric forensic medicine. These forensic services deal specifically with cases of physical abuse perpetrated against children. The University of Louisville Research Foundation has forensic physicians from the Department of Pediatrics who have the experience, expertise and qualifications necessary to provide forensic examinations of these patients and pertinent medical records. U of L Pediatrics also agrees to provide 8 hours education about recognition of abuse and neglect to LMPD officers. The services for University of Louisville Research Foundation have been used since 2005 and have been beneficial in providing evidence for LMPD criminal cases.

University of Louisville Hospital (SANE) \$46,000: The purpose of this contract is to provide medical/forensic examinations to victims of sexual assaults. The evidence collected during this exam can be turned over to police for use in criminal investigations. A SANE nurse is a registered nurse trained in the forensic examination of victims of sexual assault and credentialed by Kentucky Board of Nursing who conducts the examination, collects and preserves evidence, and testifies in legal proceedings. The SANE nurse becomes an integral part of the multidisciplinary team investigating the survivors of sexual assault, and is knowledgeable in the nursing process, forensic nursing concepts, victims' issues, and legal responsibilities. LMPD has used this contract since 2003; the U of L SANE nurses are the only nurses in this area capable of providing this type of detailed service to the Sex Offense Unit in completion of their investigations.

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO POLICE DEPARTMENT** herein referred to as "**METRO GOVERNMENT**", and **RSL ENTERPRISES, LLC**, with offices located at 8505 Running Spring Drive, Louisville, Kentucky 40241, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to Financial Investigation Analysis which will attack the proceeds of illicit drug activity by partnering with DEA and LMPD to identify, document and prosecute drug and money laundering organizations which will include seizing and forfeiting the revenues generated by domestic and international drug organizations; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

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

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

C. The services of Consultant shall include but not be limited to the following:

Financial Investigation Analysis which will attack the proceeds of illicit drug activity by partnering with DEA and LMPD to identify, document and prosecute drug and money laundering organizations which will include seizing and forfeiting the revenues generated by domestic and international drug organizations.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered by its members according to the terms of this Agreement in an amount equal to **TWENTY-FIVE DOLLARS (\$25.00)** per hour. Total compensation payable to Consultant for services rendered pursuant to this Agreement shall not exceed **FIFTY TWO THOUSAND DOLLARS (\$52,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

A. This is a professional service contract which shall begin July 1, 2015 and shall continue through and including June 30, 2016.

B. This Agreement may be terminated by submitting thirty (30) 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 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 the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made and Consultant's obligations under this Agreement shall likewise terminate on that date. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant or its members to be officers or officials of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant 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 Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, 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 Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant'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 Consultant'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. HOLD HARMLESS AND INDEMNIFICATION AND INSURANCE CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the Agreement 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, or breach of Agreement, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

The Louisville/Jefferson County Metro Government shall indemnify, hold harmless, and defend the Consultant, its members, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Louisville/Jefferson County Metro Government's performance or breach of the Agreement 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 or breach of Agreement, and (2) not caused by the negligent act or omission or willful misconduct of the Consultant.

This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

Consultant shall comply with the insurance requirements attached hereto and fully incorporated herein as Attachment A.

VII. 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. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth 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 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.

IX. AUTHORITY

The Consultant, 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.

X. 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 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.

XI. 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.

XII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

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

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.

XVI. 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, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. 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.

XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant 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 Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant 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:

Michael J. O'Connell
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 6-30-15

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

Steve Conrad
STEVE CONRAD, CHIEF OF POLICE

Date: 6/29/15

6/30/15

RSL ENTERPRISES, LLC

By: Ray Leezer

Title: Manager / Owner

Date: June 2, 2015

Taxpayer Identification No. (TIN): _____

Louisville/Jefferson County Revenue Commission Account No.: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Louisville/Jefferson County Metro Government's Purchasing Division and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, primary, noncontributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage**
- b. Products and Completed Operations**
- c. Contractual Liability**
- d. Broad Form Property Damage**
- e. Independent Contractors Protective Liability**
- f. Personal Injury**

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government's Purchasing Division shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

**Louisville/Jefferson County Metro Government
Purchasing Division
611 West Jefferson Street
Louisville, KY 40202**

C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

**Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202**

D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.

E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.