



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Office of Equity	Department Contact	Kendall Boyd
Contact Email	kendall.boyd@louisvilleky.gov	Contact Phone	502-574-5389

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	X			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	7/20/2020	3/31/2021		

VENDOR INFORMATION

Vendor Legal Name	NIMBUS, Inc.			
DBA	NIMBUS			
Point of Contact	Stacey Wade	Email	swade@hellonimbus.com	
Street	624 W. Main Street			
Suite/Floor/Apt	1st FL	Phone	502-588-9080	
City	Louisville	State	KY	Zip Code
Federal Tax ID#		SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$48,000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	230	5431	543100	521301
Payment Rate		per hour		per day	per service
		per month		Other	See scope of work
Payment Frequency		Monthly		Upon Completion / Delivery	
		Quarterly		Other	Monthly



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

The Mayor's Office of Louisville Metro Government asked NIMBUS to assist with strategic alignment, communications, and creative development on its strategies and plans to make Louisville a more equitable city. With multiple proposals by community partners and plans developed by different agencies, it is imperative that the tactical and operational plans are reflective of the community's needs, and aligned to the existing work of Metro Government. Transparent plans and actions is crucial for long-term sustainability and success.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

NIMBUS will craft a strategically sound communications and marketing plan, NIMBUS will use a multi-phase strategic approach. Each phase will have multiple steps and may be revised as necessary upon agreement by both parties.

Phase 1 - Examine and Strategize

Step 1: Information Sharing Session; Step 2: Insights and Opportunities; Step 3: Strategic Development

Phase 2 - Content Development and Execution

Project Services

Strategic Planning - Account Services - Creative Services - Social Media Services - Content Services

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director [Signature] Date 12-3-2020
Signature Kendall Boyd

Printed Name

DocuSigned by:

Purchasing Director [Signature] Date 12/21/2020
Signature [ID]

Joel Neaveill

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("this Agreement"), is made and entered on, July 20, 2020 (the "Effective Date"), by and between **NIMBUS, INC.**, a Kentucky corporation ("NIMBUS") and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through the **OFFICE OF THE MAYOR/OFFICE OF EQUITY** ("LOUISVILLE METRO GOVERNMENT"). LOUISVILLE METRO GOVERNMENT and NIMBUS are referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, NIMBUS delivered a proposal for strategic marketing and communications services to LOUISVILLE METRO GOVERNMENT (the "Services"); and

WHEREAS, LOUISVILLE METRO GOVERNMENT desires NIMBUS to provide the Services to LOUISVILLE METRO GOVERNMENT, as more specifically described from time to time in Statements of Work (defined below), which will be incorporated herein as an integral part hereof.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, NIMBUS and LOUISVILLE METRO GOVERNMENT hereby agree as follows:

1. **Scope of Services.**

- a) This Agreement provides the terms and conditions on which NIMBUS will provide the Services. NIMBUS will perform the Services through individual Statements of Work, which will include strategic and communications support for equity initiatives, including Lean into Louisville.
- b) For the purposes of this Agreement, a "Statement of Work" means any and each document so named and from time to time prepared by NIMBUS and approved by the Parties. The first Statement of Work ("SOW-1"), pursuant to this Agreement, is attached as **Exhibit A**.
- c) Each Statement of Work executed under this Agreement will be a part of this Agreement as if fully included within its body. In the event of any conflict between the body of this Agreement and any Statement of Work, the terms and conditions of this Agreement shall prevail and govern.

2. **METRO GOVERNMENT Representative.** LOUISVILLE METRO GOVERNMENT will appoint and designate a representative (the "METRO GOVERNMENT Representative"), who shall provide prompt liaison with NIMBUS and have the necessary expertise and authority to commit LOUISVILLE METRO GOVERNMENT.

3. **Change Orders.** Either party may propose changes to the scope of Services provided by NIMBUS under any particular Statement of Work. Proposed changes shall be affected through written change orders which shall constitute amendments to this Agreement and the applicable Statement of Work.
4. **Compensation.** While this Agreement is in effect, LOUISVILLE METRO GOVERNMENT will pay NIMBUS in accordance with the applicable Statement of Work. To submit a request for compensation, NIMBUS must submit an invoice to Katie Dailinger and Ashley Parrott. The invoice must be addressed to LOUISVILLE METRO GOVERNMENT and include a statement that it is submitted for strategic and communications support for equity initiatives, including Lean into Louisville.
5. **Expenses.** While this Agreement is in effect, LOUISVILLE METRO GOVERNMENT will reimburse NIMBUS for reasonable, pre-approved expenses incidental to the Services in accordance with the applicable Statement of Work.
6. **Taxes.** NIMBUS shall be solely responsible for all federal, state and local taxes attributable to the payments from LOUISVILLE METRO GOVERNMENT to NIMBUS for the Services.
7. **Term and Termination.** The term of this Agreement shall commence on the effective date first above written and shall continue unless sooner terminated as provided below.
 - a) **Termination Without Cause.** Either party may terminate this Agreement upon prior written notice of ninety (90) days.
 - b) **Termination for Breach.** In the event of a breach of any material term or condition hereunder by either party (including without limitation any failure by LOUISVILLE METRO GOVERNMENT to pay any amount due to NIMBUS in accordance with Section 4), the non-breaching party shall have the right to terminate this Agreement, after:
 - i) Written notice of such breach is received by the breaching party; and
 - ii) The breaching party fails to cure the breach within 30 days of receipt of the notice.
 - c) **Termination Fee – Section 7a Termination Without Required Notice.** If there is a material reduction of scope in any applicable Statement of Work or termination or cancellation of this Agreement or any applicable Statement of Work by LOUISVILLE METRO GOVERNMENT without the prior written notice required in Section 7a, LOUISVILLE METRO GOVERNMENT shall pay NIMBUS, within thirty (30) days of such reduction, termination or cancellation, an amount equal to the last three (3) NIMBUS Invoices paid by LOUISVILLE METRO GOVERNMENT prior to the termination (the “7a Termination Fee”). The parties agree that the 7a Termination Fee is LOUISVILLE METRO GOVERNMENT’s sole and exclusive liability for termination without notice under Section 7a of this Agreement.
 - d) **Reimbursement of Expenses.** Any outstanding amounts due and payable for the items listed below that were incurred by NIMBUS prior to termination of this Agreement under this Section 7, to the extent that they cannot be cancelled by NIMBUS using commercially

reasonable efforts, shall be paid by LOUISVILLE METRO GOVERNMENT within thirty days of termination of this Agreement:

- i) Reimbursable expenses incidental to the Services;
 - ii) Production costs incidental to the Services;
 - iii) Out-of-pocket costs incidental to the Services;
 - iv) Pass-through costs incidental to the Services;
 - v) Contract labor charges incidental to the Services;
 - vi) Contract creative costs incidental to the Services;
 - vii) Project management fees incidental to the Services; and
 - viii) Other fees and expenses for any third-party products licensed or purchased by NIMBUS on behalf of LOUISVILLE METRO GOVERNMENT.
8. **Confidential Information.** Both parties expressly recognize that information that comprises valuable trade secrets and other confidential information ("Confidential Information") is being conveyed to them under conditions of confidentiality and agree that they shall not disclose Confidential Information to any third party during the term of this Agreement and at all times following the termination or expiration of this Agreement, unless such disclosure is required by law or ordered by a court of law or governmental authority. In the event of the breach of this provision, it is understood that damages will be difficult to ascertain and either party may petition a court of law or equity for injunctive relief in addition to any other relief which they may have under the law or this Agreement. If either party is required to bring such an action or petition, the parties agree to seek confidential treatment of such action or petition, and all pleadings and proceedings and relating thereto, with the court.
9. **Covenant Not to Disparage.** NIMBUS agrees not to disparage or make derogatory comments, verbal or written, regarding LOUISVILLE METRO GOVERNMENT. This Agreement shall not prevent NIMBUS from making truthful statements should NIMBUS be required by law to do so.
10. **No Special Relationship.** Nothing contained herein or relating to the subject matter hereof shall be construed to create an employment, principal-agent, or fiduciary relationship, or a partnership or joint venture, or any relationship other than a contractual relationship, between NIMBUS and LOUISVILLE METRO GOVERNMENT, and neither party shall have the right, power or authority to obligate or bind the other in any matter whatsoever absent written consent. NIMBUS will provide Services as an independent contractor. Neither party is authorized to enter into any understandings or agreements, whether oral or written, on the other party's behalf without the applicable party's prior written consent.
11. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES OR LOST PROFITS UNDER ANY TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

12. **Insurance.** NIMBUS shall maintain at its own expense insurance coverages as follows: general liability coverage of at least \$1 million per occurrence and workers' compensation coverage at state statutory limits.
13. **Indemnification.** NIMBUS shall indemnify, defend and hold harmless LOUISVILLE METRO GOVERNMENT, its officers, directors, employees, agents, representatives and independent contractors ("Indemnified Parties") from and against any and all third party claims, actions, demands, losses, liability and injuries including but not limited to financial injury (collectively "Claims") arising from any negligent acts or omissions, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by NIMBUS, its principals, partners, members, employees, subcontractors, or agents as it relates to the Services, except to the extent that the Indemnified Party or its agents or employees contribute to such injury or damage, in which event, the parties will be responsible for their own percentage of fault. In connection therewith, each party agrees to reasonably notify the other party in writing of any claim subject to this indemnity.
14. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in Louisville, Kentucky, by one arbitrator, in accordance with the rules substantially similar to the rules of the American Arbitration Association and shall be enforceable in any Kentucky court having competent jurisdiction.
15. **Miscellaneous.**
 - a. **Entire Agreement:** This Agreement together with all applicable Statements of Work and all other documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the parties.
 - b. **Waiver:** The waiver by a party of a breach of any provision of this Agreement shall not operate as nor be construed as a waiver of any subsequent breach thereof.
 - c. **Assignment and Delegation:** Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.
 - d. **Notices.** All notices and other communications required to be given under this Agreement shall be in writing and shall be deemed delivered to the parties (a) on the date of email receipt, personal delivery or transmission by facsimile transmission, (b) on the date of delivery by a nationally recognized overnight courier service, or (c) or the third business

day following the date of deposit in the United States Mail, postage prepaid, by certified mail, in each case, at the respective principal office addresses of the parties.

- e. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included.
- f. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to its choice of law principles.
- g. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates provided below.

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
OFFICE OF THE MAYOR/OFFICE OF EQUITY**

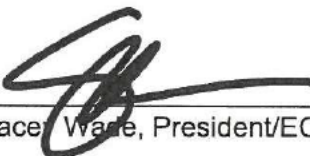
By: 
Signature of Authorized Representative

Printed Name: Kendall Boyd

Printed Title: Chief Equity Officer

Date: 10-1-2020

NIMBUS, INC.

By: 
Stacey Ware, President/ECD

Date: July 20, 2020

EXHIBIT A

STATEMENT OF WORK (SOW-1)



STATEMENT OF WORK

Mayor's Office of Louisville Metro Government

INTRODUCTION

The purpose of this SOW is to outline our approach and plan for strategic communications and marketing services. The scope and approach have been developed based on the information you have provided to date.

BACKGROUND

The civil unrest that has plagued Louisville following the death of Breonna Taylor and David McAtee has shifted strategic priorities for Louisville Metro Government causing it to be more reactive than desired at this time. With the shift in priorities and requests from community leaders and citizens, there is a need to align new priorities strategically in the short-term, mid-term, and long-term to ensure that Mayor Greg Fischer is still delivering the mission for the city.

The Mayor's Office of Louisville Metro Government is asking NIMBUS to assist with strategic alignment, communications, and creative development that continues to amplify the work being done in Louisville Metro Government. With multiple plans developed by different agencies, it is imperative that the tactical and operational plans are supportive and aligned to the direction taken by the mayor. With outside influences from community leaders, protestors, and national scrutiny, having transparent plans and actions is crucial for long-term sustainability and ensuring support from the city.

AGENCY APPROACH

Through our professional industry experience, we recognize that establishing standards and respecting the integrity of strategic principles are vital to providing rationale, transparency, and being able to resonate to stakeholders. NIMBUS will implement these strategic principles throughout every aspect of the development process for Mayor's Office of Louisville Metro Government:

- Inspired strategies
- Data driven goals
- Thoughtful tactics
- Compelling creative
- Purposeful execution
- Agile refinements

Recommended Strategic Approach

To craft a strategically sound communications and marketing plan, NIMBUS will use a multi-phase strategic approach. Each phase will have multiple steps and may be revised as necessary upon agreement by both parties.

Phase 1 – Examine and Strategize

Step 1: Information Sharing Session

Involves an information sharing session with the Mayor's Office of Louisville Metro Government's stakeholders and NIMBUS' Senior Leadership Team. This is the initial gathering of key stakeholders and serves to introduce the teams, review project goals and objectives, and allow the NIMBUS team

to learn about the needs of Mayor’s Office of Louisville Metro Government. This session will also allow the NIMBUS to review available materials (i.e. timelines, plans, goals, policies, etc.) and serve as a platform to develop success criteria for the project. Most importantly, the information session will allow the agency to immerse itself into understanding the opportunity areas that will allow for the successful alignment of goals, metrics, and strategic direction.

Step 2: Insights and Opportunities

This is the assessment phase of the information gathered in the information sharing session. It involves the review of existing goals, strategies, tactics, data, communications, etc. as needed to fill any information gaps.

Step 3: Strategic Development

NIMBUS will align the current strategic plan, so it is reflective of the current climate within the city and new initiatives that have been introduced by internal and external influences. The comprehensive strategy will detail how all the subplans and agency work ladders up to the strategic vision for the Mayor’s office. Once the plan has been approved, NIMBUS and Mayor’s Office of Louisville Metro Government will move forward with executing the plan using Phase 2.

Phase 2 – Content Development and Execution

Step 1: Content Development

Once the strategic plan has been approved, NIMBUS will move forward with developing any necessary content needed to execute the plan. Stakeholders will be assigned, and a communications plan will be drafted to show the public the intentions of the mayor’s office.

Step 2: Communications & Marketing Support

Once the content has been developed, NIMBUS will present to stakeholders to ensure that leadership is aligned, understands the content and can provide feedback for refinements. This content will be customized and organized for applicable agencies to show consistency and alignment. The content will then be scheduled and deployed as needed to support on-going activities, which includes any unplanned and urgent deliverables.

Step 3: Ongoing Updates and Tracking

NIMBUS will work with stakeholders daily to make necessary updates to content, craft and review any communications, and provide assistance. We will measure any metrics defined and apply those findings into on-going and future efforts, if applicable.

PROJECT SERVICES

Activities for the project include, but are not limited to:

Strategic Planning

- Develop or modify goals based on the core areas for the short-term, mid-term, and long-term.
- Align the goals to the strategic roadmap for the mayor.
- Develop a tactical roadmap with scheduling to achieve each goal.
- Connect with local supporters who can amplify the messaging and provide transparency to the public.

Account Services

- Assist in conducting research relating to goals.

- Provide strategic counsel to ensure that all assets are strategically sound and are consistent with working tracks.
- Provide overall account stewardship and supervision of work, including progress reports.

Creative Services

- Review and provide feedback on the design of all marketing assets, if requested.
- Develop digital program communications for execution across different channels.
- Develop creative to support relevant channels (TV, social media, website, email, etc.).

Social Media Services

- Assist the social engagement team with social listening and engagement activities.
- Connect with social users who can amplify messaging through various channels.
- Identify relevant channels that can provide amplification of messaging socially and digitally.

Content Services

- Develop and refine content for any deliverables that require copy.
- Craft messages and design communication strategies which connect and resonate with the public at the right time.
- Ensure that the proper tone is accurately represented across all creative assets in a clear, concise, and impactful manner.
- Develop a Listen and Response (L&R) document that provides alignment on all topics requiring external communications for stakeholders of all agencies daily.

ACCOUNTS TEAM

In support of this partnership, NIMBUS will utilize a highly qualified and talented team that brings industry knowledge that we believe best supports the brand. The team members listed below are the key staff and other team members may be utilized as needed.

Stacey Wade

President/Chief Creative Officer

Dr. Dawn Wade, Executive Doctorate in Business, MS in Information Systems, MS in Public Administration, BS in Computer Engineering

Chief Strategy Officer

Dana Cosby, ESQ

Chief Operating Officer

Jennifer Ball, BA Public Relations

Director of Client Services

Hope Smith, BS in Integrated Strategic Communications

Client Services Manager

Jayne Trondle, BFA in Communication Art and Design

Senior Designer

Cassie Lydon, BFA in Communication Art and Design
Senior Designer

Stephanie Soto, BS in Business Administration
Experiential/Social Media Manager

Beth Howard, BA Public Relations and Advertising
Creative Copywriter

To fully support Mayor's Office of Louisville Metro Government with the strategic initiatives on an ongoing basis, below is a rough estimate of dedicated team members required for the project and a monthly view of the type of work being completed.

LEVEL	PURPOSE	MONTHLY % OF TIME	MONTHLY HOURS	HOURLY RATE	MONTHLY COST
Strategic Planning					
Executive	Strategic Planning	12.5	20	\$ 150.00	\$ 3,000.00
Executive	Creative Planning	12.5	20	\$ 150.00	\$ 3,000.00
			40		\$ 6,000.00
Client Services					
Director	Director of Client Services	30	48	\$ 150.00	\$ 7,200.00
			48		\$ 7,200.00
Creative Services					
Sr Manager	Designer	10	16	\$ 150.00	\$ 2,400.00
Director	Digital Designer	10	16	\$ 150.00	\$ 2,400.00
			32		\$ 4,800.00
Social Media Services					
Associate	Client Services Coordinator	15	24	\$ 150.00	\$ 3,600.00
			24		\$ 3,600.00
Content Services					
Manager	Creative Copywriter	20	32	\$ 150.00	\$ 4,800.00
			32		\$ 4,800.00
		Totals	176		\$ 26,400.00

COMPENSATION

By signing this SOW, Mayor’s Office of Louisville Metro Government is giving NIMBUS approval to proceed on the plan outlined above and agrees to the terms and conditions as set forth in this SOW.

As compensation for the performance of the Services, Mayor’s Office of Louisville Metro Government will pay NIMBUS monthly for services provided.

1. For both phases of this agreement, Mayor’s Office of Louisville Metro Government agrees to pay the actual performed project costs within 30 days of receiving an invoice. The amount paid will be on the hours worked for each level of team member.
2. Each month the performance of the Services by NIMBUS can continue upon successful payment of the previous month’s invoice.
3. Reminder invoices will be submitted by NIMBUS to Mayor’s Office of Louisville Metro Government for fees not paid within 14 days.
4. Mayor’s Office of Louisville Metro Government will reimburse NIMBUS for reasonable expenses incidental to the Services outlined above. Requests for reimbursement must be itemized and supported by appropriate documentation.


NIMBUS reserves the right to discontinue work on the project and charge a 1.5% per-month late fee if amounts due by Mayor’s Office of Louisville Metro Government become more than 30 days past due.

NIMBUS will participate in regular reviews of the work and will make changes based on feedback received from a representative designated by Mayor’s Office of Louisville Metro Government.

Mayor’s Office of Louisville Metro Government
Name of Department

DocuSigned by:
 By: Kendall Boyd
 Signature of Authorized Representative
 Printed Name: Kendall Boyd
 Printed Title: Chief Equity Officer
 Date: 12/20/2020

NIMBUS, INC.



By:
Stacey Wade, President/ECD

Date: 7/22/2020

AMENDMENT TO CONTRACT

This Amendment to Contract, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE OF EQUITY**, herein referred to as “**METRO GOVERNMENT**”, and **NIMBUS, INC.** with offices located at 624 West Main Street, herein referred to as “**CONTRACTOR**” or “**NIMBUS**”,

WITNESSETH:

WHEREAS, the Metro Government and Contractor executed a Contract (“Contract”) with respect to professional services regarding strategic alignment, communications, and creative development on its strategies and plans to make Louisville a more equitable city; and

WHEREAS, the Contract must include terms required by state and local law;

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

Section I. That the first sentence of Contract Section 7, “Term and Termination” is hereby amended in its entirety to read “The term of this Agreement shall begin on the effective date first written above and shall continue through and including March 31, 2021 unless sooner terminated as provided below.”

Section II. That Contract Section 15, “Miscellaneous” is hereby amended to add the following terms as Subsections h, I and j:

h. NIMBUS shall maintain during the course of the work, and retain not less than five years from the date of final payment on this Agreement, complete and accurate records of all of NIMBUS’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 NIMBUS shall include (without limitation):

(a) payroll records accounting for total time distribution of NIMBUS'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 NIMBUS'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.

i. 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 therefore, 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 therefore.

(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 therefore.

(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.

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

Section III. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:
Kendall Boyd
KENDALL BOYD, DIRECTOR
OFFICE OF EQUITY

Date: 12/20/2020

NIMBUS, INC.

DocuSigned by:
By: *Stacey Wade*
Stacey wade

Title: CEO

Date: 12/21/2020

Taxpayer Identification No.
(TIN):

Louisville/Jefferson County
Revenue Commission Account
No.: