

RESOLUTION NO. 067, SERIES 2017

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED PROFESSIONAL SERVICE CONTRACT – LOUISVILLE VISUAL ART, INC. (\$60,000.00).

SPONSORED BY: COUNCILWOMAN MARY C. WOOLRIDGE


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:

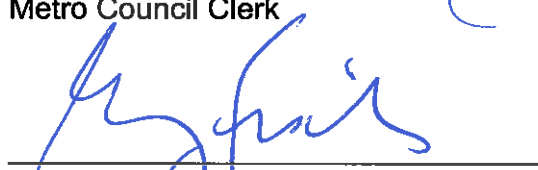
**PARKS DEPARTMENT**

\$60,000.00 for a noncompetitively negotiated Professional Service Contract with Louisville Visual Art, Inc. for professional services regarding planning and management of the Picture Love and Studio 2000 art programs from March 24, 2017 through August 12, 2017.

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

  
\_\_\_\_\_  
H. Stephen Ott  
Metro Council Clerk

  
\_\_\_\_\_  
David Yates  
President of the Council

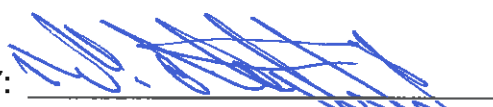
  
\_\_\_\_\_  
Greg Fischer  
Mayor

8/15/2017  
\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

**LOUISVILLE METRO COUNCIL  
ADOPTED**  
*August 10, 2017*

BY:   
\_\_\_\_\_

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its Parks Department, herein referred to as "**METRO GOVERNMENT**", and **LOUISVILLE VISUAL ART, INC.**, with offices located at 1538 Lytle Street, Louisville, Kentucky 40203, herein referred to as "**CONSULTANT**",

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to engage Consultant for planning and management of the Picture Love and Studio 2000 art programs; 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.** Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

**C.** 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.

- D. The services of Consultant shall include but not be limited to the following:  
Planning and management of the Picture Love and Studio 2000 art programs as described on Attachment A attached hereto and fully incorporated herein.

## II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement as described on Attachment A. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**.

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, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

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

### III. DURATION

A. This Agreement shall begin March 24, 2017 and shall continue through and including August 12, 2017.

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. 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 to be an officer or official 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 this Agreement, 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 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 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 breach of contract, 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. (See Attachment B for Insurance requirements.)

#### **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 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 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.

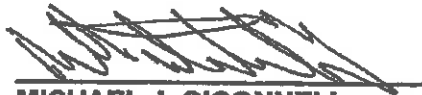
**XVII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**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 CONTINGENT  
UPON APPROVAL OF  
OF THE APPROPRIATION FOR  
THIS CONTRACT BY THE  
METRO COUNCIL



MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

Date: 7/19/17

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT



SEVE GHOSE, DIRECTOR  
PARKS DEPARTMENT

Date: 7/19/17

LOUISVILLE VISUAL ART, INC.

By:  EITHEN REED

Title: OUTREACH PROGRAMS MGR

Date: 7/19/2017

**ATTACHMENT A**

**PART 1 - STUDIO 2000**

This Scope of Work sets out the terms by which Louisville Visual Art (LVA) and Metro Parks will work together to encourage pre-professional student development in the visual arts. Students will experience a variety of artistic media and processes in the creation of artwork in four media tracks: mural art, clay, 2D/mixed media and fiber art.

The Key Contacts:

- Metro Parks — BJ Levis, [BJ.Lewis@louisvilleky.gov](mailto:BJ.Lewis@louisvilleky.gov)
- LVA – Ehren Reed, [ehren@louisvillevisualart.org](mailto:ehren@louisvillevisualart.org)

These individuals are responsible for ensuring the conduct of the activities listed below. Through this agreement, LVA agrees to provide in-depth facilitation of arts programming that develops and nurtures student interest in the arts. Metro Parks leaders agree to have a vested interest in the programming that is being delivered to their participants. LVA and Metro Parks leaders and students will complete an evaluation based on programming objectives at the end of the program. All parties agree to recognize LVA and Metro Parks any other underwriters as appropriate.

Roles and Responsibilities:

LVA –

- Issue press release (with Metro approval) announcing call for applicants; promote call for applicants via social media & other channels
- Send recruiting materials/application to JCPS & Jefferson County private schools
- Management of student application process including call to students, portfolio review, interviews, parent/student communication
- Procurement of mural site(s) including all necessary permits
- Interview & hire teaching artists; process background checks for all contracted teachers
- Curriculum development (in partnership with teaching artists) with an emphasis on high-quality, functional, marketable student-created work

- Lesson planning (in partnership with teaching artists) including lectures, guest artists
- Hiring and scheduling of guest artists
- Development of supply lists for program
- Management of supply ordering with approved vendors including prompt delivery of all program materials one month prior to program's start date
  - Purchasing and provision of snacks for students for each program day
  - Coordination of field trips/outings/events including student/parent orientation
- Coordination of exhibition including facility rental (KY Center), setup/break down of exhibition
- Management of student and teacher payments
- Promotion of program and exhibition through social media and other media outlets
- Maintain regular communication with parents, students and other parties
- Recruitment of volunteers and jurors for assistance with the exhibition/sale
- Photography of student work for use in program promotion, program archives and student portfolios
- Management of Studio 2000 participation in the Flea Off Market or other off-site seasonal vendor opportunities

**Metro Parks –**

- Remit program payment to Louisville Visual art, a sum which will include:
  - LVA program management fee
  - Teacher payments (\$37.50/hour x 15 hours/week x 9 weeks)

- Guest artists payments (x3)
- Student stipends (\$500 each for 20 students, to be paid upon successful completion of the program) to be issued to students at the program sale on Thursday, August 3, 2017.
- Supply budget (\$7,375)
- Manage communications with Metro Council members to ensure support of programming, attendance at events, mural site opportunities, etc.
- Assist LVA staff in procurement of mural site(s) with support from Metro Council members
- Maintenance of facilities at Shawnee Art & Cultural Center including operable kilns and other necessary equipment
- Coordination of student transportation for outings (as needed)
- Cover the cost of the exhibition/sale including facility rental fees and provision of food and beverage for the event using approved vendors as per Kentucky Center for the Arts regulations
- Cashier duties at exhibition sale including provision of adequate staff support
- Coordinating Metro Hall/Mayor's office exhibition/display

**Photo Release**

LVA will provide Metro Parks with a photo / video release form to distribute to program participants. Parents are to complete the photo release form at the beginning of the program.

**Evaluation**

LVA, Metro Parks and students will complete a pre and post-program evaluation based on programming objectives at the end of the program. Evaluation to be provided by LVA.

**Budget & Payment Schedule**

	Rate	Hours	Weeks	Total

LVA Management Fee	\$125	125	MarchAugust	\$15,625
Teacher Payments (3)	\$37.50	15	9 (8 weeks instructional, 1 week prep/planning)	\$15,187.50
Guest Artist Payments	\$37.50	3 artists @ 3 hours each		\$337.50
Student Stipends	\$500 x 20 students			\$10,000
Supplies				\$7,375
Total				\$48,525

\*LVA management fee includes: LVA staff time for program instruction & management, bookkeeping, marketing & communications

\*\*Supply budget includes all program materials, snacks/drinks for each student for each program day, field trip expenses (i.e. museum entrance fees, etc.).

**Program Timeline and Payment Schedule:**

Applications open	January 9, 2017
Applications closed	March 24, 2017
Student interviews	March 29 & 30, 2017



Acceptance notification	April 12, 2017
Student/parent orientation	May 10, 2017
Program begins	June 12, 2017
Payment 1 due to LVA	July 1, 2017
Payment 2 due to LVA	July 28, 2017
Payment 3 due to LVA	August 1, 2017
Exhibition & sale	August 3, 2017

Payment 1: Due July 1, 2017 \$16,175 (Includes supply budget, initial teacher pay, partial LVA management fee)

Payment 2: Due July 28, 2017 \$16,175 (Includes guest artist pay, partial teacher pay, partial LVA management fee)

Payment 3: Due August 1, 2017 \$16,175 (Includes final teacher pay, student stipends, final LVA management fee)

## PART II - PICTURE LOVE

Louisville Visual Art (LVA) and Metro Parks will work together to provide Picture Love through Louisville Visual Art, programming that teaches the art and skill of photography. The resulting images capture a meaningful moment in each participant's personal history while painting a larger picture of Louisville as a whole.

*Picture Love* provides an opportunity for students to learn basics of portraiture photography. Inherent to the process, family members & loved ones shared their personal stories through documentation of important relationships in their own lives. The participants drew from personal experiences and familiar environments to create an intimate series of photographs, *Picture Love*.

### **The Key Contacts:**

- **Metro Parks** — BJ Levis, BJ.Levis@louisvilleky.gov
- **LVA** – Jackie Pallesen, jackie@louisvillevisualart.org

These individuals are responsible for ensuring the conduct of the activities listed below. Through this agreement, LVA agrees to provide in--depth facilitation of arts programming that develops and nurtures student interest in the arts. Metro Parks leaders agree to have a vested interest in the programming that is being delivered to their participants. LVA and Metro Parks leaders and students will complete an evaluation based on programming objectives at the end of the program. All parties agree to recognize LVA and Metro Parks any other underwriters as appropriate.

### **Roles and Responsibilities: LVA –**

- Interview & hire teaching artists
- Working with Metro Parks to help provide information and send out recruiting materials/application appropriate outlets
- Curriculum development and prep time (in partnership with teaching artists) with an emphasis on functional, marketable created work
- Provide all supplies for program
- Management of teacher payments
- Promotion of program through social media and other media outlets
- Coordination of exhibition at Metro Hall, set-up/break down of exhibition
- Promotion of program and exhibition through social media and other media outlets
- Maintain regular communication with parents, students and other parties

- Photography of student work for use in program promotion, program archives and student portfolios

**Metro Parks –**

- Remit program payment to Louisville Visual art, a sum which will include:
- LVA program management fee
- Teacher payments (\$ 3,920)
- Printing budget (\$1,250 for each location, \$3,750 total)
- Supply budget (\$1,125)
- Coordination of student transportation for Metro Hall Reception

**Photo Release**

LVA will provide Metro Parks with a photo / video release form to distribute to program participants. Parents are to complete the photo release form at the beginning of the program.

**Evaluation**

LVA, Metro Parks and students will complete a pre- and post--program evaluation based on programming objectives at the end of the program. Evaluation to be provided by LVA.

**Budget & Payment Schedule**

	<b>Rate</b>	<b>Hours</b>	<b>Weeks</b>	<b>Total</b>
<b>LVA Management Fee* (Creating files and preparation for books and images for printing and exhibition)</b>	\$125	10	January 2017 - August 2017	\$1,250
<b>Facilitating Artist, Assistant Payments</b>	\$40 - Teacher \$20- Assistant	68 hrs - Teacher 60 hrs -Assistant Total – 106 hrs	8 sessions per session, (20 hours of prep/planning included, i.e.Scanning files	\$3,920

			and organizing work)	
<b>Printing of Books / Dye-Sublimations Prints</b>	\$1,000 Per Session			\$3,750
<b>Supplies: Cyanotypes, Polaroid</b>	\$25.00 x 45 students			\$1,125
<b>Total</b>				\$10,045

*\*LVA management fee includes: LVA staff time for program instruction & management, bookkeeping, marketing & communications*

**Total Cost of Program – \$10,045**

Sun Valley – 1 Classes, 15 Students = \$3,348.33

Southwick – 1 Class, 15 Students = \$3,348.33

Berrytown (Adult Program) – 1 Classes, 15 Students = \$3,348.33

**Program Timeline and Payment Schedule:**

Confirmation of Dates with Community Centers	May 15, 2017
<b>Payment 1 due to LVA</b>	<b>July 1, 2017</b>
Confirmation of Students with Community Centers	June 5, 2017
Program begins	June 12, 2017
<b>Payment 2 due to LVA</b>	<b>August 1, 2017</b>
Confirmation of Students attending the Metro Hall Exhibition with the Community Centers	August 1, 2017
Exhibition at Metro Hall	September 3, 2017

**Payment 1: Due July 1, 2017 \$ 5022.50 (Includes supply budget, initial teacher pay, partial LVA management fee)**

**Payment 2: Due August 1, 2017 \$ 5022.50 (Includes guest artist pay, partial teacher pay, partial LVA management fee)**

ATTACHMENT B

**INSURANCE REQUIREMENTS**

Prior to 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). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. 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. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors 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 subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

**A. The following clause shall be added to Contractor's (and approved subcontractors) Commercial General Liability Policies:**

**1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**

**B. 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 Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):**

**1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, primary, non contributory, 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

2. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

#### **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. 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  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 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 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 Contractor.