

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement"), made this 30th day of April 2020 is hereby entered into between Collaborative Solutions, LLC, located at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 ("CSLLC") Louisville-Jefferson County Metro Government (the "Customer") located at 611 West Jefferson Street, Louisville, KY 40202.

1. **Definitions:**

- 1.1. **"Deliverables"** mean deliverables to be provided by CSLLC as part of the Services under an applicable SOW.
- 1.2. **"Intellectual Property Rights"** means any and all intangible rights existing from time-to-time under the law of any jurisdiction, including patent law, copyright law, trade secret law, database rights law, unfair competition law, trademark law, or other similar laws or principles.
- 1.3. **"Work Product"** means all Deliverables, documents, designs, software, computer programs, computer systems, source code, object code, executable code, data, computer documentation and other work product and materials authored or prepared by CSLLC for the Customer in connection with the performance of the Services, whether completed or work in progress, and all Intellectual Property Rights in all of the foregoing excluding the Retained Intellectual Property.
- 1.4. **"Force Majeure"** shall mean events or circumstances not within either party's possession or reasonable control which may include, but not be limited to, acts of God, acts of Government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CSLLC employees), computer, or malicious acts including attacks on or through the internet, internet service provider telecommunications or hosting facility failures or delays involving hardware, software or power systems.
- 1.5. **"Retained Intellectual Property"** shall mean the Intellectual Property Rights in the methodologies, data, documentation, methods of analysis, ideas, concepts, know-how, models, software, tools, techniques, skills, knowledge and experience owned or possessed by CSLLC before the commencement of, or developed or acquired by CSLLC independently and apart from, the Services provided pursuant to this Agreement.

2. **General Undertaking:** The Parties are entering into this Agreement to establish a relationship whereby Customer may, from time to time, commission CSLLC to perform certain business consulting, technical consulting or other professional services for the Customer agreed to by both Parties ("Services").

3. **Professional Service Orders:** Work performed by CSLLC under this Agreement shall be described in a Statement of Work ("SOW"), which in each instance shall be incorporated herein as an addendum to this Agreement at a time when signed by an authorized representative of CSLLC and the Customer. Each SOW shall describe the labor rate, location, terms of payment, Services to be provided by CSLLC and duration of such Services. Execution of a SOW shall be considered a commitment by Customer to authorize and pay for the Services described therein according to the terms and subject to the conditions of the SOW and this Agreement. Under no circumstances shall the Customer be responsible for any fees for Services performed by CSLLC related to a

Statement of Work or Change Order in advance of a duly executed Statement of Work or Change Order.

4. Obligations of CSLLC and Extension to Other Agencies.

- 4.1. CSLLC shall in the development, production and delivery of the Deliverables comply with any quality, software development and production control standards and procedures specified or referred to in the applicable SOW.
- 4.2. Without prejudice to CSLLC's other obligations and Customer's rights under this Agreement, CSLLC shall without delay notify Customer if CSLLC determines a material delay in delivery is imminent.
- 4.3. Each Party shall, in connection with its performance, receipt and use of Services, as applicable, hereunder, comply with all applicable international, federal, state or local laws and regulations
- 4.4. CSLLC and Customer reserve the right to extend the terms and conditions of this Agreement to any and all other state, municipal, county, or local governmental agency governmental agencies within the state of Kentucky. This shall include but not limited to private schools, parochial schools, non public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require services. This is conditioned upon mutual agreement of CSLLC and the participating jurisdiction pursuant to special requirements, which may be appended thereto. Each participating jurisdiction or agency shall enter into its own separate SOW that shall be subject to this Agreement, and shall be solely responsible for any payment or other obligations set forth therein. Disputes over the execution of any such SOW shall be the responsibility of the participating jurisdiction or agency that entered into that SOW.

5. **Term:** The Term of this Agreement ("Term") shall commence on the date set forth above and shall continue in effect for a period of one (1) year. In the event that, during the Term of this Agreement, the Customer's Louisville Metro Council fails to appropriate funds for the payment of Customer's obligations under this Agreement, the Customer shall notify CSLLC in writing and Customer's rights and obligations herein shall terminate on the last day for which an appropriation has been made. This Agreement shall automatically renew for additional one (1) year periods unless terminated by either party with ninety (90) days written notice. Termination shall have no effect on the Customer's obligation to pay for Services authorized, actually incurred/rendered, and not under dispute, prior to the termination or expiration of the Agreement.

6. **Invoices, Payments, Certain Costs & Taxes:** All Services rendered hereunder and pursuant to a SOW shall be invoiced according to the payment structure set forth in the SOW. Unless otherwise specified in the SOW, all invoices shall be paid within thirty (30) days from date of invoice. CSLLC shall provide written notice of any delinquent invoices and provide the Customer with thirty (30) days to become current on payments, and prior to the suspension of any Services. CSLLC may withhold Services if payments are not made within thirty (30) days after the reminder notice of a delinquent invoice, except for any disputes that are being resolved by mutual agreement of the parties. Any and all fees associated with Customer's e-invoicing, portal, or payment solution will

be the responsibility of Customer, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.

In the event Customer believes, upon receipt of an invoice from CSLLC, that the invoice is incorrect and/or does not conform to the Services, Customer shall provide written notice to CSLLC of its intent to dispute the invoice. This notification shall be provided within thirty (30) business days of Customer's receipt of the invoice, and shall sufficiently detail the reasoning the Customer disputes the invoice. CSLLC shall respond in writing by confirming the issue and responding within five (5) business days to Customer with either: a) a justification detailing the submission of the invoice and delivery of Services, or b) a commitment to correct the issue and resubmit a corrected invoice. In the event a disputed invoice cannot be resolved by CSLLC's justification or with a corrected invoice, such dispute shall be resolved in good faith. While an invoice is involved in this dispute process, Customer may withhold payment only for those Services that are subject to dispute related to an invoice and CSLLC shall not suspend delivery of Services under this Agreement.

Unless otherwise provided in a SOW, prices quoted do not include, and Customer shall reimburse CSLLC for reasonable business expenses incurred by CSLLC in connection with its performance of the SOW, including, without limitation, the cost of travel (air and cab fare, lodging, meal expenses, auto rental in accordance with Customer's travel policy and reimbursement rates) and out of pocket costs for overnight courier.;

7. **Non-solicitation:** During the Term and for a period of one (1) year thereafter, each party agrees not to actively solicit the services or business of any employee of the other party with whom it has directly interfaced during the course of providing Services covered by this Agreement, without the prior written consent of such other party. This provision shall not prevent either party from soliciting candidates by publishing employment opportunities in the general print and online media and hiring individuals that respond to such solicitations without specific targeting of the individual.
8. **Termination:** Either party may terminate this Agreement for cause in the event that the other party is in material default of this Agreement and has not cured such failure or commenced corrective action to cure such failure such is reasonably acceptable to the other party in the reasonable exercise of its discretion, within thirty (30) days after receipt of notice outlining in detail such material default.
9. **Insurance:** CSLLC agrees to provide and maintain in effect at all times during the Term of this Agreement, at CSLLC's sole expense, at a minimum, the insurance coverage set forth in Addendum A
10. **Confidential Information:** Except as expressly permitted hereunder, each Party shall hold in confidence and not use or disclose any materials or information disclosed by the other Party during the term of this Agreement that are confidential or proprietary, including personal data of Customer's employees and personnel ("Personal Data"), or which may be reasonably regarded as the confidential information of such Party ("Confidential Information"). Each Party shall treat the other Party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than a

reasonable degree of care. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is known by the receiving Party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving Party without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing Party. The Parties are permitted to disclose Confidential Information in response to an enforceable order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however, that the Party disclosing such Confidential Information shall provide prompt prior written notice to the other Party (except as prohibited by applicable law) to enable the other Party to seek a protective order or otherwise prevent such disclosure.

- 10.1. Non-Disclosure. Unless otherwise directed by Customer, CSLLC agrees that it will not at any time, either during or after the term of this Agreement, (i) use Confidential Information for its own or for a third party's purpose; (ii) disclose or permit to be disclosed to any person any Confidential Information; or (iii) permit any person to examine and/or make copies of any reports or any documents that contain or relate to such Confidential Information. Upon termination of this Agreement, CSLLC will deliver to Customer all documents, papers and other matter in CSLLC's possession or under CSLLC's control that contain or relate to such Confidential Information. CSLLC further agrees that CSLLC shall not disclose any information to Customer on a confidential basis or incorporate in a Deliverable any information that is considered confidential by CSLLC or a third party without such information being identified as confidential and approved in writing by Customer prior to such disclosure or incorporation.
- 10.2. The obligation of non-disclosure shall not apply to information which (i) was in the possession of CSLLC prior to disclosure hereunder; or (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to Customer; or (iv) was independently developed by the CSLLC. The exceptions listed above in clauses (i) through (iv) above do not apply to Personal Data.

11. **Proprietary Rights:** All Work Product delivered to Customer by CSLLC under the applicable SOW (whether or not the SOW is completed), are the property of Customer and all title and interest therein shall vest in Customer and shall be deemed to be, to the fullest extent permitted by law, a work made for hire and made in the course of the Services rendered hereunder. Customer shall have the unlimited right to make, have made, use, import, sell, offer to sell, reconstruct, repair, modify, reproduce, publish, distribute, exhibit, perform or display publicly and prepare derivative works of the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. To the extent that title to any such works may not, by operation of law, vest in Customer or such works may not be considered works made-for-hire, all rights, title and interest therein are hereby irrevocably assigned to Customer by CSLLC. To the extent any Work Product incorporates or is delivered with any Retained Intellectual Property, CSLLC hereby grants Customer a non-exclusive, non-transferable, royalty-free right to use such Retained Intellectual Property solely for purposes of utilizing the Work Product, and such right will be perpetual to the extent Customer is not in breach of this Agreement or otherwise challenging CSLLC's rights in the Retained Intellectual Property.

12. **Disputes, Choice of Law:** This Agreement shall be governed by and construed in accordance with the substantive laws of Kentucky without regard to principles of conflicts of laws.
13. **Warranty:** CSLLC warrants that Services contracted will be provided in a professional, timely, thorough, and workmanlike manner. Customer must notify CSLLC of any warranty deficiencies within 30 days from performance of the Services described in the SOW document. For any breach of the warranty, Customer's exclusive remedy, and CSLLC's entire liability, shall be the re-performance of the deficient Services in a timely manner and at no cost to Customer, and if CSLLC cannot correct a breach or a performance failure in a commercially reasonable manner, Customer may terminate the relevant Services and CSLLC will refund the fees paid by Customer for the specific deficient Services in question.
14. **Limitation of Liability:** CSLLC'S LIABILITY UNDER THIS AGREEMENT, INCLUDING OBLIGATIONS UNDER SECTION 16, SHALL NOT IN THE AGGREGATE EXCEED THE TOTAL CONTRACT PRICE PAID OR TO BE PAID UNDER THIS AGREEMENT, PROVIDED, HOWEVER, SUCH LIMITATION SHALL NOT APPLY TO CSLLC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITH THE EXCEPTION OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EVEN IF AN EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
15. **Disclaimer:** WITH THE EXCEPTION OF WARRANTIES AND REPRESENTATIONS HEREIN, CSLLC DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES RESULTING FROM OR DUE TO SITUATIONS RESULTING FROM FORCE MAJEURE.
16. **Indemnity:** CSLLC shall indemnify, defend and hold harmless the Customer, and its and their respective directors, officers and employees (the "Customer Indemnified Parties") from and against any and all damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, appeal, interest, fines and penalties finally awarded in a final judgment or any settlement paid or owed (collectively, "Damages") to a third party in connection with a claim of such third party (the foregoing, collectively, "Claims" and each a "Claim") to the extent arising out of or relating to an allegation that the Services or Work Product provided by CSLLC infringes or misappropriates such third party's copyrights or trade secrets. CSLLC's obligations under this Section are conditioned upon: (i) Customer providing prompt notice of any Claim to CSLLC; (ii) CSLLC having full control over the defense or settlement of such Claim with counsel of its choice; and (iii) Customer's reasonable cooperation with CSLLC, at CSLLC's cost and expense, in connection with the settlement and defense of such Claim. Notwithstanding anything to the contrary contained in this Agreement, CSLLC shall have no liability or obligation under this Section or otherwise under this Agreement to the extent a Claim is based upon or arises from (a) use of the Services or any deliverable in combination with software, hardware or other technology not

provided by CSLLC, (b) any acts, omissions, products or services of Workday, Inc. or any other third party supplier or contractor of Customer, (c) any specifications, data, materials or other information provided by Customer to CSLLC, or (d) the negligence or willful misconduct of Customer.

17. **Order of Precedence:** The terms and conditions of the body of this Agreement shall control over terms and conditions in an SOW. Notwithstanding the foregoing, when a SOW expressly references a term or condition of the body of this Agreement and expressly states the intent of the Parties to override such term or condition, the applicable term or condition of such SOW shall control for purposes of that particular SOW.
18. **Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all SOWs), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights obligations under this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
19. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to their subject matter and shall not be modified or rescinded except by a writing signed by the Customer and CSLLC. The SOWs are incorporated herein by this reference. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements, understandings of the Parties, and written or oral representations of either Party with respect to the subject matter of this Agreement, and any letter of intent or memorandum of understanding executed by the Parties with respect to the Services. This Agreement shall govern the rights and obligations of the Parties beginning on the Services Start Date.
20. **Relationship of the Parties:** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
21. **Marketing/Customer Reference:** CSLLC may use Customer's name and logo on CSLLC's website and in its customer lists, marketing collateral and material, case studies, and investor information. CSLLC may issue a press release regarding this Agreement or the scope of Services performed for Customer, subject to Customer approval.
22. **Notices:** Whenever under this Agreement or any SOW notice is required or permitted to be given, such notice shall be in writing and effective upon receipt. All notices shall be hand delivered, sent by a reputable commercial overnight courier, or mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below. Such notice shall be effective three (3) days from the date sent by registered or certified mail, and one (1) day from the date sent by hand, facsimile or overnight courier to the addresses set forth below. A Party may change its address, fax number or email address information for notice by giving prior written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

To CSLLC:

Robert Maller, President and CCO
Collaborative Solutions, LLC

11190 Sunrise Valley Drive, Suite 110
Reston, VA 20191

To Customer:

Joel Neaveill, Director of Metro Procurement
Louisville Jefferson County Metro
Government

611 West Jefferson Street
Louisville, KY 40202

23. **Professional Services Warranty and Obligations:** The personnel whom CSLLC assigns to the perform any Work under this Agreement and any corresponding Statement of Work shall have the necessary skills, experience and knowledge to perform their assigned duties consistent with the requirements of this Agreement ("CSLLC Project Team"). The CSLLC Project Team members shall have comparable and sufficient prior experience working with public sector organizations on implementing the software solutions and the scope of Services defined under any corresponding Statement of Work.

After the execution of the Agreement, and in coordination with the Project Kick-off activities identified in the Statement of Work, CSLLC will make the CSLLC Project Team assignments, which shall be subject to Customer's written approval, which approval shall not be unreasonably withheld. Upon Customer's request, CSLLC will provide Customer with the resume and/or curriculum vitae for each assigned CSLLC Project Team member, which shall demonstrate their relevant past experience. CSLLC will ensure each assigned CSLLC Project Team member has the level of experience specific to Workday and implementations commensurate with the resumes provided. Customer reserves the right to interview assigned CSLLC Project Team members.

Both parties will reasonably cooperate to manage any impact on the work performed under this Agreement that results from the temporary unavailability of CSLLC's Project Team members. CSLLC agrees to use commercially reasonable efforts to maintain consistency of CSLLC Project Team members and that any replacement of CSLLC Project Team members shall meet the requirements of the first paragraph of this Article 23. CSLLC agrees that replacement CSLLC Project Team members shall have sufficient knowledge of the work already performed and to be performed under this Agreement, and that there shall be no additional cost to Customer resulting from CSLLC's replacement of CSLLC Project Team members.

In the event CSLLC Project Team members are not performing their work consistent with CSLLC's performance obligations herein or are otherwise negatively impacting the work performed under this Agreement, Customer will provide written notice to CSLLC of the deficiency and CSLLC shall respond to such notice within ten (10) business days by providing the manner in which CSLLC will resolve the deficiency. In the event the deficiency persists in regard to a specific CSLLC Project Team member after Customer provides such notice, Customer shall again provide written notice to CSLLC of such deficiency and CSLLC shall remove such CSLLC Project Team member within ten (10) business days of receipt of the second notice and make reasonable efforts to replace such CSLLC Project Team Member within such (10) business days. CSLLC shall meet the same requirements for the replacement CSLLC Project Team members pursuant to this paragraph as in the immediately preceding paragraph, and there shall be no additional cost to Customer resulting from CSLLC's replacement of CSLLC Project Team members pursuant to this paragraph. Additionally, Customer shall not be responsible for any delays or disruption in the Project Schedule in the Statement of Work, or costs incurred by CSLLC, due to replacement of CSLLC

Project Team members pursuant to this Article 23. Any delay of, or disruption to, the work or to the Project Schedule in the Statement of Work due to the replacement of CSLLC Project Team Members pursuant to this paragraph shall require CSLLC to take responsibility for the any changes to such Project Schedule and for re-performing deficient work performed by the replaced CSLLC Project Team member(s) at CSLLC's cost.

The parties will reasonably cooperate with each other's counterparts and CSLLC shall reasonably cooperate with other contractors/consultants under contract with Customer, as may be necessary, to assure the timely and successful completion of the Work performed under this Agreement in accordance with the Statement of Work. CSLLC will provide expert guidance regarding the use and configuration of the Workday software in order to meet the requirements of this Agreement. CSLLC will provide and discuss with Customer staff impacts of configuration decisions and will work cooperatively with the Customer's Project Manager to identify and resolve conflicts and issues.

- 24. Records Audit:** CSLLC shall maintain during the course of the work, and retain not less than five (5) years from the date of final payment on the contract, complete and accurate records of all of CSLLC's costs which are chargeable to Customer under this Agreement; and Customer 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 CSLLC shall include (without limitation): (a) payroll records accounting for total time distribution of CSLLC'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 CSLLC'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.

- 25. Ethical Standards:** 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.

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

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Collaborative Solutions, LLC

Louisville-Jefferson County Metro Government


Robert Maller (Apr 30, 2020)

Signature

Robert Maller

Print Name

Apr 30, 2020

Date


Joel Neaveill (Apr 30, 2020)

Signature

Joel Neaveill

Print Name

Apr 30, 2020

Date

ADDENDUM A**HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS****Hold Harmless and Indemnification Clause**

All insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Proposal is awarded.

The Contractor 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 Contractor's (or Contractor'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 tangible personal or real property, including the loss of use resulting therefrom, 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 Contract.

Insurance Requirements

Prior to commencing work, Supplier 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. The Supplier 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 Metro Government and approved by the Metro Government's Risk Management Division. The Supplier 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 Supplier evidencing proof of coverages.

Without limiting Supplier's indemnification requirements, it is agreed that Supplier 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 Metro Government. Metro Government may require Supplier to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Supplier'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 the suppliers 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** - 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.
 3. **PROFESSIONAL LIABILITY (Technology Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, as well as a **\$2,000,000 aggregate**. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

II. 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 Government's Risk Management Division.

III. MISCELLANEOUS

- A. The Supplier shall procure and maintain insurance policies as described herein and for which Metro Government 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 Government 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 – Business Unit
611 West Jefferson Street, 3rd Floor
Louisville, Kentucky 40202

AND

- 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: Supplier shall notify Metro Government'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, Supplier shall notify Metro Government's Risk Management Division within two (2) business days. If Supplier fails to notify Metro Government as required by this Agreement, Supplier agrees that such failure shall be a breach of this Agreement. Metro Government 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 Government's Risk Management Division.**
- E. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Supplier hereunder. It is expressly understood that Metro Government 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 Supplier.**









Purchasing - Contract (RFP Based) with Collaborative Solutions LLC (004) 042920 - FINALCLEAN043020

Final Audit Report

2020-04-30

Created:	2020-04-30
By:	Antonia Plazibat (aplazibat@collaborativesolutions.com)
Status:	Signed
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