

RESOLUTION

WHEREAS, the City of Morehead, Kentucky Board of City Council (hereinafter referred to as "CITY"), desires to enter into a Contract with Pack's, Inc. for services in connection with, but not limited to system analysis, computer programming, or other such related software development and network infrastructure services;

WHEREAS, the City has reviewed the entire contract, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City of Morehead, Kentucky Board of City Council that the Contract between the City of Morehead, Kentucky and Pack's, Inc. is approved as written and Mayor Trent shall have the authority to execute said Agreement on the City's behalf.

Passed and adopted by the City Council of the City of Morehead this ____ day of _____, 2018.

James Thomas Trent, Mayor

ATTEST:

Crissy Cunningham, City Clerk

CONTRACT FOR SERVICES

This Contract for services made and entered into this _____ day of _____ 2018, by and between the City of Morehead, Kentucky hereinafter "City", and Pack's, Inc. (hereinafter, "Contractor").

A. DUTIES: Contractor

B. TERM: The CITY agrees to retain Contractor for a term beginning July 1, 2018 and ending June 30, 2019.

C. CONFIDENTIALITY: All data or information concerning the business activities of the City which employees of Contractor acquires or has acquired in connection with, or as a result of the performance of services for the City, whether under this Contract or prior to the effective date of this Contract, shall be kept secret and confidential by Contractor and shall be revealed only to the City unless the City otherwise consents. Contractor shall under no circumstances publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the City any information received in the performance of said duties. This covenant of confidentiality provision shall extend beyond the terms of this Contract and shall survive the termination of this Contract.

D. COMPENSATION: For services rendered under this Contract, the City shall pay Contractor \$65.00 per hour. Monthly invoices for payment shall be made by Contractor and be accompanied by a report detailing the services provided for that pay period. Further, Contractor shall certify that all wages and

money due to employees and/or sub-contractors has been paid. Payments will be made within thirty (30) days of the request and proper documentation.

E. INSURANCE AND LICENSES: Contractor shall, upon execution of the Contract, provide to the City proof of liability insurance. Said insurance policy coverage shall be in an amount of \$500,000.00 per claim. Additionally, Contractor shall, upon execution of the Contract, provide to the City proof of Workers Compensation Insurance, proof of a valid business license to do business within the City of Morehead and an executed W-9.

F. SEVERABILITY AND LIMITED ENFORCEABILITY: It is understood and agreed that, should any portion of any clause or paragraph of this Contract be deemed too broad to permit enforcement to its fullest extent, then such restriction shall be enforced to a maximum extent permitted by law, and Contractor hereby consents and agrees that such scope may be modified accordingly in any proceeding brought to enforce such restriction. Further, it is agreed that should any provision in this Contract be entirely unenforceable, then the remaining provisions of the Contract shall not be affected thereby.

G. GOVERNING LAW: This Contract shall be governed by and construed under and in accordance with the laws of the Commonwealth of Kentucky.

H. ASSIGNMENT: This Contract and the rights and obligations hereunder shall not be transferred, pledged, encumbered, assigned, anticipated or alienated by Contractor.

I. HOLD HARMLESS AND ASSUMPTION OF RISK: Contractor by the signature of Keith Pack below, willingly and voluntarily assumes all risks and dangers incidental to the duties reflected above. Further, Contractor agrees that the City, its directors, officers and employees are not responsible or liable for any injuries, expense, claims or liabilities resulting from or related to the performance of the duties described above. Contractor agrees to indemnify and hold the City, its directors, officers and employees harmless for any loss, cost, expense or damage for any and all claims arising from the performance of the duties referenced above.

J. TERMINATION: Either party may terminate this Agreement by giving at least a sixty (60) days' notice to the other party of its intention to terminate this Agreement.

K. NON –DISCRIMINATION: During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and

(e) The Contractor shall send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

L. ENTIRE AGREEMENT: This Contract contains all the terms, conditions, and promises of the parties hereto. No modification of this Contract, or any provisions thereof, shall be valid or binding unless in writing and executed by both parties hereto. A waiver by either party or any breach of any term or provision in this Contract shall not be construed as a waiver of any succeeding breach of the same or any other term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day in the first paragraph herein.

City of Morehead, Kentucky

Pack's, Inc.

By: James Thomas Trent, Mayor

By: Keith Pack