

STATE OF NORTH CAROLINA
COUNTY OF UNION

AGREEMENT

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and BERRY, DUNN, McNEIL & PARKER, LLC, a Maine limited liability company authorized to do business in North Carolina, whose address is 2211 Congress Street, Portland, ME 04102, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain program management services for an information system replacement project; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached "Exhibit A: Scope of Services," which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEES AND PAYMENT SCHEDULE. Union shall pay Contractor an amount not to exceed \$177,995.00, for performance of the Services in accordance with "Exhibit B: Fee Schedule" attached hereto and incorporated herein. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of three (3) years (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1)-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit C, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding the location and operation of Contractor's business and regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

BERRY, DUNN, McNEIL & PARKER, LLC

By: _____ (SEAL)

Approved as to Legal Form: RLM

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

BerryDunn

Union County UB/CIS Selection and Implementation Project

Exhibit A: Scope of Services

Task 0: Project Planning and Ongoing Management

0.1 Conduct initial project planning. We will conduct an initial project planning session with UCW's project management team (PMT) to discuss a variety of topics. Planning will include introducing key team members, clarifying goals and objectives, identifying known project constraints, and refining dates and/or tasks. We will also discuss our approach to managing communications, scope, risks, and resources, thereby preparing for common pitfalls and reaching agreement on how to address and help prevent issues, and a Quality Management Program (CQM), which includes policies, training, and support to our project teams to help provide the highest-quality client services. We will discuss goals, objectives, and success criteria for the project. We envision that this work session will involve the group of County leaders who oversee this initiative and can commit leads and subject matter experts (SMEs) from their respective departments. In our experience, convening this group as a first step in the project begins to establish the governance structure for success throughout the initiative. These discussions will inform the development of the draft Project Management Plan and the Project Schedule as well as any updates to the Project Charter previously developed internally by the County.

0.2 Develop a Project Management Plan and Project Schedule. Based on the information gathered from initial project planning, we will develop the Project Management Plan and Project Schedule, which will define the overall organizational structure of the project, the PMT's responsibilities and reporting relationships, project approach, and work breakdown structure for management of cost, schedule, and resources, and plans and procedures for key data elements. After providing draft versions of these materials in advance, we will then facilitate a teleconference to review the drafts. This teleconference will serve as an opportunity to solicit feedback before updating the Project Management Plan and Project Schedule to final.

0.3 Develop a Project Schedule Based upon the time frames discussed for each task in the initial project planning meeting, we will develop a Project Schedule. Once complete, we will facilitate a work session with the County PMT to refine the details as necessary and update the Project Schedule to final.

▲ *D1. Project Planning, Project Management Plan, and Project Schedule*

0.5 Develop Ongoing Status Updates and Communications. On an ongoing basis, we will develop and provide the County weekly status summaries, facilitate biweekly status calls, and develop up to 12 accompanying monthly status updates throughout the course of the engagement. The purpose of these Ongoing Status Updates is to provide the County with clarity and awareness as to the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. These updates will also include key considerations related to organizational change management (OCM). We will also develop and deliver monthly Steering Committee presentations.

▲ *D2. Ongoing Status Updates and Communications*

Task 1: Requirements Capture

1.1 Develop Project Initiation Documents and review with the UCW's PMT. We will develop draft versions of documents that will lay the groundwork for our fact-finding and current state assessment activities. The County can expect these materials to include:

Task 1: Requirements Capture

- An Information/Data Request, which will help us gain an understanding of current UCW processes, data analysis and management structure and any business processes currently in place that are relevant to Customer Information System (CIS) functionality and use.
- A SWOT Web Survey, which will support our understanding of issues and challenges with the current CIS. We anticipate that this survey will be issued to the department leads and any identified staff. It will include an OCM initial assessment and provide the first snapshot of the UCW's current state, announcement memo, and functional area listing.

The web survey results will act as one of many data points in developing our evaluation of the current business processes and technologies. We will also provide the UCW with an information request sheet to gather available documentation that will be helpful to us during the project (e.g., organizational charts, documentation on existing systems, and requirements). These initiation documents will also include an announcement memo and functional area listing. Once complete, we will review the SWOT web survey, announcement memo, and functional area listing with the PMT in a work session to solicit feedback before updating to them to final.

1.2 Administer SWOT web survey and information request and review results. Our team will use the takeaways and data from the document review and web survey to build the outline of an on-site kickoff meeting, where we will present the project structure, goals, and schedule to PMT and key stakeholders. We will also use the results to develop fact-finding interview questions to follow up with the respondents. The PMT will have the opportunity to review and approve the interview questions prior to the kickoff.

1.3 Facilitate stakeholder kickoff presentation. We will conduct a project kickoff meeting with UCW's PMT and project stakeholders. This kickoff presentation will serve as an opportunity to introduce project team members, discuss your goals, present our project approach and methodology, review the schedule of key project dates, and answer questions.

As part of this presentation, the County's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

1.4 Facilitate on-site discovery, fact-finding, and business process analysis work sessions. We will facilitate a series of on-site discovery work sessions focused on current state business processes of the operation. Our fact-finding and business process analysis work sessions will focus on business process needs such as outputs, frequency, and opportunities for improvement (OFIs). We will meet with key staff and gather a thorough understanding of the current technologies and tools in use today that enable business processes.

We envision the audience of these meetings being a broad mix of stakeholders including those that own processes, those that participate in processes, as well as end users. In some cases, we may meet with select customer groups as appropriate. We will also meet with representatives from UCW's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs. When necessary, the BerryDunn team will accommodate unanticipated scheduling challenges of UCW personnel to make the best use of time and provide all stakeholders the opportunity to contribute their thoughts and ideas.

BerryDunn will travel to UCW (Monroe, NC) and conduct at least two days of onsite interviews with staff involved with daily use of the existing system. Staff will be determined by the Program Manager and UCW in coordination to identify the highest and best users of the existing system.

1.5 Conduct fact-finding follow-up activities. Our project team will conduct fact-finding follow-up activities, as needed, following our meetings. This will help ensure opportunities for all staff to provide input and to answer all questions.

1.6 Prepare for and facilitate vendor information sessions. We will develop a vendor information session announcement memo and determine an appropriate distribution list. Those on the distribution list will be provided a questionnaire to share basic information about software capabilities. We will also administer vendor invitations

Task 1: Requirements Capture

and schedule sessions for vendors to present to and educate UCW staff and stakeholders on the capabilities of the modern marketplace.

We will provide an opportunity for up to eight CIS vendors to provide information on the capabilities of the systems on the marketplace. We will provide these vendors with a format to follow for ease of comparison. By holding these sessions, UCW will be better informed when finalizing requirements for the future CIS solution. At the conclusion of these sessions, we will conduct a debrief survey to solicit feedback from participants of desired functionality to be included in a future system.

1.7 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of technical and functional requirements based on our experience with other governmental agencies, as well as our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements based on those processes that are critical or unique to UCW's future CIS. These requirements will support supplemental functionality requirements with key reporting, interfaces, and conversion specifications. In our recent experience, those areas have significantly differentiated vendors' solutions and require a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients. Part of this analysis will be assisting with determining possible software vendors that fit UCW's criteria, including understanding UCW's request for proposal (RFP) process and how to register for RFP notifications. This will help ensure that the vendor proposals received align with the specific system needs of UCW and are reflective of our collective understanding of the capabilities of today's systems market and its capabilities.

1.8. Develop a Requirements Summary Memo. Drawing on information gathered through our review of documentation, web survey results, and fact-finding and business process analysis sessions, we will prepare a Requirements Summary Memo. This memo will include but not be limited to:

- Strategic evaluation of change management, staffing, and resource allocation requirements for new system
- Evaluation and suggested adjustment to existing business processes affected by new system
- Identification of best-practice models for new and future business processes
- Key decision points
- Considerations related to implementing a new system and process changes
- Recommended data conversion and migration strategies

We will provide a draft of the Requirements Summary Memo to UCW's PMT for review and facilitate work sessions via teleconference to discuss the memo, gain feedback, and build consensus related to the presented decision points and recommended improvements. We believe that it is important to obtain UCW's validation and approval of these findings, as this information will serve as the basis for future requirements. We will then revise the memo and update it to final.

▲ *D3. Preliminary Functional and Technical Requirements and Requirements Summary Memo*

1.9 Facilitate joint requirements planning (JRP) work sessions with internal stakeholders. We will facilitate a series of JRP work sessions with internal project stakeholders to review the Preliminary Functional and Technical Requirements. We will reconvene many of the same stakeholders who were involved with fact-finding and business process analysis activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item as well as assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

Task 1: Requirements Capture

▲ *D4. Final Requirements*

Task 2: RFP Development and System Selection Assistance

2.1 Develop Draft Software RFP Package. We will develop a draft Software RFP Scope Package in collaboration with Union County Procurement using a proven format that incorporates information pertaining to the project's history, a high-level description of UCW's current environment, UCW's desired approach to implementing a new system, UCW's Final Functional and Technical Requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with UCW in collaboration with Union County Procurement to develop objective evaluation criteria and weighting to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed, based upon established evaluation criteria.

2.2 Facilitate work session with UCW to review the draft Software RFP Package. We will meet with UCW's PMT to review the draft RFP Scope, collecting any feedback or additional terms for inclusion, before updating the RFP to final and providing it to the County's procurement team for distribution through its standard channels.

▲ *D5. Software RFP Package*

2.3 Assist Union County Procurement with responding to vendor questions and developing addenda. Our project team will assist UCW's PMT in collaboration with Union County Procurement in responding to vendor questions in an objective and timely manner, in accordance with the County's procurement guidelines, and develop corresponding addenda.

2.4 Assist Union County Procurement with facilitating a vendor pre-proposal conference. Our project team will assist Union County Procurement to coordinate, plan, and lead a pre-proposal conference for interested vendors, facilitating the question-and-answer portion of the meeting. We will then compile a list of questions raised and will prepare suggested responses on UCW's behalf. These will be provided in a format that the PMT can review, revise, and ultimately publish as an addendum to the RFP, as determined by the County's procurement team.

2.5 Perform an initial completion review of vendor proposals received in collaboration with the Union County evaluation team, identify initial items for clarification, and develop a Proposal Summary Memo. We will facilitate the proposal review process in collaboration with the Union County evaluation team by analyzing up to 12 vendor proposals to identify issues, risks, exceptions, omissions, and objections, compiling them in a single, executive-level Proposal Summary Memo. The memo will identify key areas for consideration by the evaluation team related to each vendor's ability to meet minimum requirements, and alignment with the established evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

2.6 Facilitate round one scoring meetings to identify short-listed vendors and items needing clarification. We will participate in a meeting with the evaluation team to review the proposal summaries, discuss each proposal received, assist UC Procurement in the scoring process as a non-voting member. UC Procurement will invite top scored vendors for demonstrations. We will clarify any open items with these short-list vendors in coordination with UC Procurement before issuing invitations for demonstrations.

▲ *D6. Proposal Summary Memo and Short-List Identification*

2.7 Assist UCW's PMT in planning for demonstrations. We will facilitate a demonstration planning work session with UCW's PMT. We will then develop demonstration scenarios and review with UCW's PMT in advance of demonstrations.

Task 2: RFP Development and System Selection Assistance

2.8 Assist Union County Procurement to Facilitate vendor demonstrations. We will attend demonstrations and assist Union County Procurement and UCW's PMT with facilitation for a period of up to five days. Our project team's extensive background in the demonstration process will provide UCW's PMT with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

2.9 Facilitate a round two scoring meeting to identify preferred vendors. We will assist Union County Procurement to facilitate the second round of vendor scoring immediately following the final demonstration to identify the vendor or vendors for which UCW's PMT should perform its reference checks.

2.10 Assist in planning for reference checks and site visits. We will assist the UCW's PMT with identifying tasks that should be accomplished prior to meeting at each site. We will coordinate with the Union County Procurement and UCW's PMT to discuss the suggested format and structure for these reference checks.

2.11 Facilitate a final scoring meeting. We will participate in the final round of vendor scoring as non-voting member via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

▲ D7. Demonstration Facilitation and Preferred Vendor Identification

2.13 Support UCW in the contract negotiations and approval process with its preferred vendor. At the conclusion of final scoring activities, we anticipate supporting UCW with the contract negotiations and approval process when and where it will benefit UCW most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure UCW's best interests are met, and project goals and objectives are achieved.

Working collaboratively with UCW's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract, using UCW's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with UCW's project team to help ensure that requirements are clearly defined and to establish that UCW agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor
- Supporting presentation development and delivery to UCW leadership as it relates to receiving approval and contract execution
- Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of UCW, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 50 hours, billed as incurred.

▲ D8. Contract Negotiations and Approval Assistance

Task 3: Implementation Assistance

BerryDunn may provide implementation program management assistance. This level of assistance will be mutually determined when such factors impacting the necessary assistance level are further defined.

Exhibit B: Fee Schedule

Table 1 presents the fixed-fee services costs associated with Tasks 0 – 2 of our proposed work plan. These fees are based on the assumption that satisfying a deliverable is based on the County's signed acceptance. That said, the County will not incur any additional costs associated with the process of reaching deliverable acceptance. We have also included our planned hours associated with each task.

Table 1: Fee by Project Task

Phase	Planned Hours	Cost
Task 0: Project Planning and Ongoing Management	118	\$27,970
Task 1: Requirements Capture	328	\$75,455
Task 2: RFP Development and System Selection Assistance	250	\$57,070
Total Fixed-Fee Cost		\$160,495
<i>Travel Expense Estimate*</i>		\$17,500

**Travel expense will only be billed as incurred.*

In Table 2 below we have presented the hours by team member we anticipate for Tasks 0 – 2 based on the proposed hourly rates.

Table 2: Hours by Team Member

Team Member	Proposed Max Rate	Updated Rate	Task 0 Hours	Task 1 Hours	Task 2 Hours	Total Hours
Seth Hedstrom, Project Principal	\$395	\$375	15	16	20	51
Cary Pankovich, Project Manager	\$260	\$250	39	70	47	156
Shannon Schulman, Lead Business Analyst	\$190	\$180	49	116	107	272
Karen Whichard, Business Analyst	\$260	\$250	3	34	0	37
Cheree Ladner, Business Analyst	\$260	\$250	1	53	8	62
Candace Pierce, Technical Analyst	\$290	\$275	1	19	4	24
Kate Offerdahl-Joyce, Procurement Lead	\$260	\$250	10	10	58	78
Project Coordination/Editorial	\$160	\$160	0	10	0	16

EXHIBIT C

Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000	Claims Made
\$3,000,000	Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS.

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Water - Engineering
Contract #: 9286

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.