

RETURN TO:

**CITY CLERK
116 E. MARKET STREET
TROY, IL 62294**

**RECORDING
NOT REQUIRED**

**CITY OF TROY
RESOLUTION NO. 2026 – 22**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MASTER SERVICE AGREEMENT WITH
DROP COLLABERATIVE**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 18TH DAY OF MAY 2026**

RESOLUTION NO. 2026 - 22

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MASTER SERVICE AGREEMENT WITH DROP COLLABORATIVE**

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into a Master Service Agreement with Drop Collaborative to ensure the City's ongoing compliance with environmental rules and regulations, including but not limited to pretreatment program implementation and/or NPDES support for the City; and

WHEREAS, the City and Drop Collaborative have negotiated the terms and conditions of the Master Service Agreement attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Master Service Agreement and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 18th day of May 2026.

Aldermen Vote:

Dan Dawson	<u>ABSENT</u>	Sam Italiano	<u>✓</u>	Ayes:	<u>6</u>
Tim Flint	<u>✓</u>	Debbie Knoll	<u>✓</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>✓</u>	Heather Stirling	<u>✓</u>	Absent:	<u>2</u>
Nathan Henderson	<u>ABSENT</u>	Troy Turner	<u>✓</u>	Abstain:	<u>0</u>



APPROVED:

By: *David Nonn*
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: *Kimberly Thomas*
KIMBERLY THOMAS, Clerk
City of Troy, Illinois



Master Services Agreement

This Consulting and Software Master Services Agreement (the "Agreement") is entered into and becomes effective as of the date of last acceptance by the parties (the "Effective Date"), by and between KimHEC LLC, a Missouri limited liability company doing business as DROP Collaborative ("DROP Collaborative"), and the City of Troy, Illinois ("Client"). DROP Collaborative and Client may each be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions:

- (a) "Affiliates" means any corporation, limited liability company, partnership or other legal entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting shares of an entity.
- (b) "Authorized Users" means Client's employees and independent contractors acting on Client's behalf, and any external contributors designated by Client, who are authorized by Client to access the Services. Client is solely responsible for authorizing and managing Authorized User access and for all acts and omissions of Authorized Users. DROP Collaborative may provide or modify Authorized User access at Client's request or direction. Authorized Users are not parties to, or third-party beneficiaries of, this Agreement.
- (c) "Content" means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.
- (d) "Client Content" means all Content made available by Client or individual Authorized Users to DROP Collaborative for use in connection with the Services.
- (e) "Client Services" means the systems, infrastructure, and services that are managed or hosted by the Client and are outside the scope of DROP Collaborative's responsibilities. This includes, but is not limited to, the Client's internet service, email or phone systems, internal software tools, third-party applications, and any systems or platforms the Client uses to support its own operations. If any of these services are intended to connect to or interact with the DROP platform, the Client is responsible for ensuring compatibility, access, and proper function unless otherwise agreed in writing.
- (f) "Consulting Services" means Work performed by DROP Collaborative related to environmental rules and regulations including pretreatment program implementation or NPDES support including but not limited to review or updating of program documents, assistance with permitting or enforcement, and on-site assistance as requested by the Client.
- (g) "Customer Service" means Work performed by DROP Collaborative related to implementation of Software services including but not limit to updating permits, entering new permits, contract or in-house laboratory data for upload into DROP, correcting lab results that do not feed in appropriately due to location names, laboratory-specific analyte names, etc., facilitating data entry from external sources, historical data uploading, adding or editing sample locations, adding and training new Authorized Users, updating existing users, and/or assisting users with questions related to how to use DROP.
- (h) "Deliverable(s)" shall mean any report, datasets, timelines, dashboards, or other materials that DROP Collaborative agrees to produce and provide to the Client.
- (i) "DROP Collaborative" means the service provider entering this agreement, which offers environmental consulting, engineering consulting and software-based data services. DROP Collaborative includes licensed professionals and technical staff who support clients through consulting, regulatory guidance, and access to the DROP software platform. For the terms of this agreement "DROP Collaborative" shall be referred to as "DROP Collaborative".
- (j) "DROP Collaborative Content" means the DROP Software Services and all related software, technology, enhancements, modifications, derivatives, documentation, and proprietary rights thereto.



- (k) "DROP Software Service(s)" means DROP Collaborative's proprietary water, wastewater, biosolids, and industrial environmental data management software platform, marketed under the trade name DROP or DROP Collaborative™, provided solely in object code form and made available to Client via a hosted environment designated by DROP Collaborative, together with any standard documentation, user guides, or instructional materials provided in connection therewith. Access to DROP Software Services shall be provided only as expressly authorized in one or more Work Orders issued pursuant to this Agreement.
 - (l) "Fees" shall mean all charges to be paid by Client to DROP Collaborative for providing the Consulting Services, Customer Service and/or DROP Software Services.
 - (m) "Onboarding" means the initial setup process provided by DROP Collaborative to help the Client begin using the Consulting Services, Customer Service and/or DROP Software Services. This may include account setup, user access configuration, data import or system integration, introductory training, and assistance with connecting the DROP platform to the Client's processes as defined in the Order.
 - (n) "Service(s)" means the services mutually agreed upon by the parties and described in one or more Work Orders, which may include DROP Software Services, Customer Support Services, Consulting Services, or other services as agreed.
 - (o) "Software Standard Maintenance" shall mean any corrections or refinement of the Services as created by DROP Collaborative. Enhancements to the Services include all modifications to the software that: (1) increase the speed, efficiency, security, software package version, or ease of use of the environmental data management software or (2) add minor features, capabilities or functionality to the software. Any substantially new or rewritten versions of the software are not enhancements and may require an increase in fees to the Client if the Client elects to utilize the new feature or version. Such increase in fees shall require Client's prior written consent.
 - (p) "Trade Secret" shall mean, pursuant to the Uniform Trade Secrets Act as codified in Section 417.453 (4) RSMo., any information that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Any source code or object code associated with the DROP Collaborative™ software is considered a Trade Secret under this Agreement.
 - (q) "Work" "Work" means the Services to be performed by DROP as expressly set forth in an applicable Work Order. Work may be designated in a Work Order as (i) Subscription, (ii) Time & Materials, or (iii) Lump Sum, with fees, deliverables (if any), billing method, and reimbursable expenses specified in the Work Order.
 - (r) "Work Order" The parties may enter into one or more written work orders, statements of work, or similar authorizations (each, a "Work Order") under this Agreement. Each Work Order shall be governed by the terms and conditions of this Agreement unless expressly stated otherwise in the applicable Work Order.
2. DROP Software Services (DROP Services).
- (a) License. During the Term and subject to applicable Work Orders, DROP Collaborative grants Client a non-exclusive, non-transferable, limited license to access and use the DROP Software Services for Client's internal business purposes by Authorized Users. All rights not expressly granted are reserved to DROP Collaborative.
 - (b) Restrictions. Client shall use DROP Software Services only as authorized and shall not permit others to: (i) reverse engineer or derive source code; (ii) modify or create derivative works; (iii) copy, distribute, sublicense, or otherwise commercially exploit the DROP Software Services; or (iv) remove proprietary notices.
 - (c) Access. Client is responsible for all access to DROP Software Services by Authorized Users and for maintaining the confidentiality of access credentials. Client shall promptly notify DROP Collaborative of any unauthorized access.
 - (d) Suspension. DROP Collaborative may suspend access to DROP Software Services upon reasonable notice if use violates this Agreement, applicable law, or causes material harm. DROP Collaborative shall not be liable for any suspension taken in accordance with this Section.



3. Schedule & Cooperation

- (a) Performance Standard. DROPP Collaborative shall perform Services in a commercially reasonable manner and within a reasonable time consistent with the applicable Work Order. Any specific schedules, milestones, or completion dates shall be set forth, if at all, in the applicable Work Order.
- (b) Adjustments for Delay. If, through no fault of DROPP Collaborative, the performance of Services is delayed, suspended, or impaired due to changes in scope, Client actions or inactions (including failure to provide timely information, access, approvals, or direction), regulatory review, third-party delays, or other circumstances beyond DROPP Collaborative's reasonable control, then: (i) the schedule for performance shall be reasonably extended; and (ii) DROPP Collaborative shall be entitled to compensation for Services performed and for additional time or effort reasonably required as a result of such delay, in accordance with the applicable Work Order and Rate Schedule. Any such adjustments shall apply prospectively and shall not require DROPP Collaborative to perform Services outside the scope or not-to-exceed limits of the applicable Work Order unless otherwise agreed in writing.
- (c) Client Cooperation. Client shall provide timely decisions, information, approvals, and access reasonably required for DROPP Collaborative to perform the Services and acknowledges that failure to do so may result in schedule or fee adjustments.
- (d) Client Inaction; Constructive Completion. If DROPP Collaborative has substantially completed the Services authorized under a Work Order and is unable to proceed further due to Client delay, inaction, or failure to respond to reasonable requests for information or direction for a period of thirty (30) consecutive days following written notice, such Services shall be deemed substantially complete for purposes of invoicing and Work Order administration.
- (e) Work Order Closure. Upon constructive completion due to Client inaction, DROPP Collaborative may close the applicable Work Order, invoice for all Services performed through the date of closure, and release any remaining capacity reserved for Client. Any subsequent Services requested by Client shall require a new or amended Work Order.

4. Fees & Payments

- (a) Fees. In consideration of DROPP Collaborative providing Services, Client shall pay the fees set forth in one or more written work orders executed by the parties (each, a "Work Order"). Each Work Order shall specify the applicable scope of Services, fee structure, and any not-to-exceed amounts.
- (b) Rates. Time and materials rates and software subscription fees shall be as set forth in DROPP Collaborative's then-current rate schedule (the "Rate Schedule"), which is incorporated herein by reference. DROPP Collaborative may adjust the Rate Schedule no more than once annually by an amount not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average (or a successor index), upon at least thirty (30) days' written notice. Updated rates shall apply prospectively only.
- (c) Invoicing and Payment. All fees are quoted and payable in U.S. dollars. Invoices shall be payable within thirty (30) days of receipt via ACH. Past-due amounts may accrue interest at 1.5% per month.



5. Client Responsibilities.

- (a) General. Client acknowledges that DROP Collaborative's performance of the Services relies on Client's timely cooperation and the accuracy and completeness of information, decisions, and access provided by Client. Client represents that the individual executing this Agreement is duly authorized to do so on behalf of Client.
- (b) Cooperation and Personnel. Client shall designate a qualified representative authorized to act on Client's behalf and provide timely decisions, approvals, information, and access reasonably required for DROP Collaborative to perform the Services.
- (c) Client Systems and Security. Client is solely responsible for the security, configuration, maintenance, and operation of its information technology environment, including networks, internet connectivity, hardware, third-party software, credentials, and internal controls. DROP Collaborative is not responsible for, and has not been engaged to assess or advise on, the adequacy of Client's internal controls or security measures.
- (d) Third-Party Software and Integrations. Client is solely responsible for all third-party software and systems used in connection with the Services, including compliance with applicable licenses and requirements. Any additional services requested by Client in connection with third-party software or integrations may be subject to additional fees as authorized in a Work Order.
- (e) Acceptable Use and Compliance. Client shall ensure that Authorized Users do not use the Services in violation of applicable law or in a manner that interferes with or disrupts the Services or compromises security. Client shall be responsible for compliance with all laws and regulations applicable to its use of the Services.

6. Availability & Support

- (a) Availability. DROP Collaborative shall use commercially reasonable efforts to make DROP Software Services available during the Term. Client acknowledges that the Services may be unavailable from time to time due to maintenance, updates, or circumstances beyond DROP Collaborative's reasonable control ("Downtime"). DROP Collaborative shall use commercially reasonable efforts to provide advance notice of scheduled Downtime and to minimize service interruptions.
- (b) Support Services. Support services, if any, shall be provided as set forth in the applicable Work Order.

7. DROP Collaborative Content.

- (a) Ownership. DROP Collaborative retains all rights, titles, and interests in and to the DROP Collaborative Content, including all intellectual property rights.
- (b) License to Client. During the Term and subject to this Agreement, DROP Collaborative grants Client a limited, non-exclusive, non-transferable, revocable license to use the DROP Collaborative Content solely for Client's internal use of the Services as authorized under applicable Work Orders.
- (c) Reservation of Rights. DROP Collaborative retains the exclusive right to develop, market, license, sell, and distribute DROP Software Services, DROP Collaborative Content and any related technology or derivatives to third parties. Nothing in this Agreement restricts DROP Collaborative's use of its general knowledge, skills, experience, or technology developed or used in connection with the Services.
- (d) Anonymized Data. DROP Collaborative may collect, use, and publish aggregated or anonymized statistical information derived from Client Content for analytics, benchmarking, or product improvement purposes, provided such information does not identify Client or any individual or regulated entity.
- (e) Publicity. DROP Collaborative may identify Client as a user of the DROP Software Services, and the Parties may issue mutually acceptable public communications regarding this Agreement.



8. Confidentiality

- (a) Confidentiality Obligations. Each Party may receive confidential or proprietary information of the other Party ("Confidential Information") in connection with this Agreement. Confidential Information includes any non-public information that a reasonable person would understand to be confidential, including trade secrets, technical information, business information, and the terms and pricing of this Agreement. Each Party shall use the other Party's Confidential Information solely for purposes of performing under this Agreement and shall not disclose such Confidential Information to any third party except as permitted herein. The confidentiality obligations set forth herein shall survive termination of this Agreement to the extent permitted by law.
- (b) Protection and Breach Notice. Each Party shall protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care, and shall be responsible for any breach by its employees or agents. The receiving Party shall promptly notify the disclosing Party of any actual or suspected unauthorized disclosure or use.
- (c) Exclusions and Required Disclosure. Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was lawfully known to the receiving Party without restriction prior to disclosure; (iii) is received from a third party without a duty of confidentiality; or (iv) is independently developed without use of the disclosing Party's Confidential Information. Confidential Information may be disclosed to the extent required by law or legal process, provided the receiving Party gives reasonable notice and cooperates in limiting such disclosure.
- (d) Injunctive Relief. Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be insufficient and agrees that the disclosing Party may seek injunctive or equitable relief in addition to any other available remedies.
- (e) Data Privacy. To the extent DROPCollaborative processes personal data on behalf of Client, DROPCollaborative shall act as a data processor and Client as the data controller. DROPCollaborative shall process such data only in accordance with Client's lawful instructions and shall implement reasonable technical and organizational measures to protect such data. DROPCollaborative may use aggregated or anonymized data for analytical purposes, provided such data does not identify Client or any individual.

9. Warranties

- (a) Client Warranties. Client warrants that it has all necessary rights and permissions to provide any content, data, logos, trademarks, or other materials used in connection with the Services. Client is responsible for ensuring that its use of the DROPCollaborative Software Services and Consulting Services complies with all applicable laws and regulations.
- (b) DROPCollaborative Warranties. DROPCollaborative warrants that it owns or has the right to provide the DROPCollaborative software Services and Consulting to Client as described in this Agreement. DROPCollaborative also warrants that the DROPCollaborative Software Services will perform substantially in accordance with their documentation when used as intended and in accordance with the standards of care set forth in this Agreement.
- (c) Some calculations or outputs may vary based on regulatory requirements. Client is responsible for confirming that the Services align with any applicable rules, permits, or standards in their jurisdiction.
- (d) If these warranties are breached, DROPCollaborative will, at its option: (i) secure the necessary rights; (ii) modify or replace the affected part of the Services; or (iii) refund the portion of fees paid for the affected Services if the issue cannot be resolved within a reasonable time.

10. Disclaimer

- (a) Except as stated in this Agreement, DROPCollaborative provides the DROPCollaborative Software Services "as is" and does not guarantee that they will be error-free, meet all Client requirements, or operate without interruption.
- (b) DROPCollaborative disclaims all other warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, and non-infringement. Client is responsible for verifying that the Services are appropriate for their intended use and compliant with any applicable regulations. DROPCollaborative is not responsible for issues caused by third-party systems or Client's data inputs or configuration choices.



11. Indemnification

- (a) By Client. Client agrees to defend and indemnify DROP Collaborative against any third-party claims, damages, or costs (including attorney fees) arising from: (i) Client's misuse or unauthorized use of the Services; (ii) Client-provided content; or (iii) alleged violations of third-party intellectual property rights caused by Client's use of the Services.
- (b) By DROP Collaborative. DROP Collaborative agrees to defend and indemnify Client against any third-party claims that the Services infringe a valid U.S. patent, trademark, copyright, or trade secret.
- (c) If a claim arises, DROP may choose to: (i) obtain rights for continued use; (ii) modify or replace the Services; or (iii) refund a pro-rated portion of fees. These remedies will fully satisfy DROP Collaborative's obligations under this Section.

12. Insurance

- (a) DROP Collaborative will maintain general liability with not less than \$2,000,000 per occurrence with a \$4,000,000 annual aggregate limit and professional liability insurance with not less than \$1,000,000 per occurrence with a \$2,000,000 annual aggregate limit and will name the Client as an additional insured if requested.
- (b) DROP Collaborative will maintain cyber insurance with not less than \$1,000,000 for each of the following types of coverage: network information & security liability, breach response costs, crisis management & public relations, and ransomware & cyber extortion. The policy will also include appropriate coverage for cybercrime.

13. Term and Termination of the Agreement

- (a) Term. This Agreement shall remain in effect until terminated in accordance with this Section.
- (b) Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice.
- (c) Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice. Upon termination by Client, Client shall pay all fees accrued through the effective date of termination. Fees for the final month of Services shall not be prorated. Any prepaid subscription fees for periods following the effective date of termination shall be refunded on a prorated basis, unless termination results from Client's uncured material breach.
- (d) Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, files for bankruptcy, enters liquidation, has a receiver appointed over its assets, or ceases to conduct business.
- (e) Effect of Termination of Agreement. Upon termination of this Agreement, all outstanding Work Orders shall terminate unless otherwise agreed in writing by the Parties. DROP Collaborative shall cease providing the Services, and Client shall cease all use of the DROP Software Services and cause its Authorized Users to do the same. Termination shall not relieve Client of its obligation to pay all fees accrued or payable prior to the effective date of termination, nor limit either Party from pursuing any remedies available at law or in equity, including injunctive relief.

14. Term and Termination of Work Orders

- (a) Term of Work Orders. Each Work Order shall remain in effect for the term specified therein, unless earlier terminated in accordance with this Agreement or the applicable Work Order.
- (b) Termination of Work Orders. Either Party may terminate a specific Work Order in accordance with the termination provisions of this Agreement or as otherwise expressly stated in such Work Order, without terminating this Agreement or any other Work Orders then in effect.
- (c) Effect of Termination of a Work Order. Upon termination of a Work Order, DROP Collaborative shall cease performing the Services described in such Work Order, and Client shall pay all fees accrued or payable under such Work Order through the effective date of termination. Termination of a Work Order shall not affect the continuing effectiveness of this Agreement or any other Work Orders.
- (d) Suspension for Nonpayment. DROP Collaborative may suspend access to the Services under a Work Order upon written notice if Client is more than thirty (30) days past due on any undisputed invoice related to such Work Order. During any suspension, Client shall remain responsible for all accrued fees. DROP Collaborative shall restore access upon receipt of all past-due amounts. Any reactivation or onboarding fees shall be as set forth in the applicable Work Order, if any.

15. Dispute Resolution.

- (a) Good Faith Negotiation. The Parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through informal discussions between authorized representatives of the Parties.
- (b) Mediation. If the dispute is not resolved through good faith negotiations, either Party may request non-binding mediation by a mutually agreed mediator. Mediation shall take place in Madison County, Illinois, unless the Parties agree otherwise. Each Party shall bear its own costs of mediation, and the Parties shall share the mediator's fees equally.
- (c) Choice of Law and Venue: This Agreement shall be construed by and under the laws of the State of Illinois. The Circuit Court for the Third Judicial Circuit, Madison County, Illinois, shall be the exclusive venue for resolving any and all disputes arising out of and/or in any way related to this Agreement.
- (d) Injunctive Relief. Nothing in this Agreement shall prevent either Party from seeking temporary or permanent injunctive or equitable relief in a court of competent jurisdiction to prevent unauthorized use or disclosure of Confidential Information, infringement or misuse of intellectual property, or other irreparable harm.
- (e) Continued Performance. Unless otherwise agreed or ordered, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

16. General Considerations

- (a) Standards of Care: The standard of care for all professional engineering and related services performed or furnished by DROP Collaborative under this Agreement as part of its Consulting Services, Customer Services and/or DROP Software Services will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DROP Collaborative makes no warranties, express or implied under this agreement or otherwise in connection with DROP Collaborative's Consulting Services, Customer Services and/or DROP Software Services.
- (b) DROP Collaborative shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
- (c) A new or amended Work Order may update, expand, or otherwise modify the scope, schedule, or compensation for the Consulting Services, Customer Services and/or DROP Software Services associated with the Agreement.



- (d) DROP Collaborative and Client shall comply with all applicable Laws and Regulations.
 - (i) Prior to the Effective Date, Client provided to DROP Collaborative in writing any and all policies and procedures of Client applicable to Consultant's performance of Consulting Services, Customer Services and/or DROP Software Services under this Agreement. DROP Collaborative shall comply with such policies and procedures, subject to the standard of care set forth herein, and to the extent compliance is not inconsistent with professional practice requirements.
 - (ii) This Agreement is based on applicable Laws and Regulations and Client-provided information, including written policies and procedures, as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Client-provided written policies and procedures, may be the basis for modifications to Client's responsibilities or to DROP Collaborative's scope of Consulting Services, Customer Services and/or DROP Software Services, times of performance, or compensation.
 - (iii) DROP Collaborative shall not be required to sign any documents, no matter by whom requested, that would result in DROP Collaborative having to certify, guarantee, or warrant the existence of conditions whose existence DROP Collaborative cannot ascertain. Client agrees not to make resolution of any dispute with DROP Collaborative or payment of any amount due to DROP Collaborative in any way contingent upon DROP Collaborative signing any such documents.
 - (iv) Consultant shall not be responsible for the acts or omissions of the Client or for the information provided to the Client by its Industry or of any of its agents or employees or by any other persons, except for DROP Collaborative's own agents, employees, and Consultants.
 - (v) During site visits, DROP Collaborative's employees and representatives shall comply with the specific applicable requirements of the Site's and Client's safety programs if DROP Collaborative has been informed in writing.

17. Miscellaneous.

- (a) Notices. All notices to the Party hereunder shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services, unless otherwise specified herein. Unless notified of a different address, notices to Client will be sent to the address indicated by Client upon registration with DROP Collaborative; notices to DROP Collaborative will be sent to:

DROP Collaborative
Attention: Legal
107 W Pacific Avenue | Studio 3N
Saint Louis, MO 63119
- (b) Amendment. This Agreement may not be amended or modified except in writing. Amendments must be executed by authorized representatives of Client and DROP Collaborative.
- (c) Assignment. This Agreement is not transferable, assignable, delegable, or sub-licensable by either party. Upon any attempt by Client to assign, transfer, or convey all or any portion of this Agreement, this Agreement and all access to the DROP Collaborative software will be immediately terminated. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, trustees, administrators, and assigns.
- (d) Independent Contractor. DROP Collaborative is an independent contractor, and nothing in this Agreement shall be construed as making DROP Collaborative and Client partners, or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on the other Party's behalf.
- (e) Non-Solicitation. DROP Collaborative and Client agree not to directly or indirectly hire any employees, associates or other resources provided by or engaged by the other either during or two (2) years after the termination of this Agreement.



- (f) Binding Effect and Third-Party Beneficiary. Except if specifically stated in this Agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. No third party is a beneficiary of this Agreement.
- (g) Waiver of Rights. Except where specifically stated to the contrary, all remedies available to either Party for breach of this Agreement under this Agreement, at law or in equity are cumulative and nonexclusive. A waiver or failure of either Party at any time to require performance by the other Party of any provision hereof will not waive the right to require such performance at any time thereafter.
- (h) Severability. If any provision or portion thereof of this Agreement is held to be invalid or unenforceable to any extent, such provision will be ineffective to the extent of such unenforceability, while all other provisions and portions thereof and of this Agreement, as a whole, will not be affected and will be valid and enforced to the fullest extent permitted by law.
- (i) Governing Law. This Agreement, as well as any and all claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Illinois, United States of America, applicable to contracts made entirely within Missouri, without regard to any conflict or choice of law principles.
- (j) Force Majeure. Any failure or delay by DROPP Collaborative in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a grounds for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions, pandemics or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of DROPP Collaborative.
- (k) Entire Agreement. This Agreement, including attachments, contains the final and entire agreement of the Parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.
- (l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.
- (m) Survival. The rights and obligations of the parties that, by their nature, are intended to survive expiration or termination of this Agreement shall survive, including, without limitation, provisions relating to payment obligations accrued prior to termination, intellectual property ownership and license rights, confidentiality, data ownership and permitted use, indemnification, limitation of liability, disclaimer of warranties, governing law and venue, dispute resolution, and regulatory or record-retention obligations.



18. Execution and Effective Date of the Master Service Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original. This Agreement shall become effective as of the date of last execution by the parties. Execution of this Agreement does not, by itself, authorize the performance of Services, which shall be governed by applicable Work Orders issued pursuant to this Agreement.

City of Troy, Illinois
Client Legal Name

[Signature]
Authorized Signature

DAVID YONON, MAYOR
Printed Name, Title

116 E. MARKET STREET
Address

TROY IL 62294
City, State Zip

5/18/2026 **MAY 18, 2026**
Date of Acceptance Date of Agreement

APARKER@TROYIL.US
MCOLLIGAN@TROYIL.US
JKEEVEN@TROYIL.US
Up to 3 emails for invoice distribution and any special instructions

APARKER@TROYIL.US
MCOLLIGAN@TROYIL.US
JKEEVEN@TROYIL.US
Up to 3 emails for COI Distribution and any special instructions

JAY KEEVEN / CITY ADMINISTRATOR
jkeeven@troyil.us
618-667-9924 EXT 1
Designated Client Representative
Name, title, email, and phone

CITY OF TROY
116 E. MARKET STREET
TROY IL, US 62294
Address for Giving Notices
Attention, mailing address

KimHEC LLC d/b/a DROP Collaborative
DROP Collaborative

[Signature]
Authorized Signature

Kim Cole, P.E. Principal
Printed Name, Title

107 W Pacific Avenue | Studio 3N
Address

St. Louis, Missouri 63119
City, State Zip

May 18, 2026
Date of Agreement

info@dropcollab.com or
Call or Text: 314-200-5236
Invoice Contact Information or Questions

info@dropcollab.com or
Call or Text: 314-200-5236
Contact Information Related to COIs or Contacts overall

Kim Cole | Principal
kim.cole@dropcollab.com
314-276-9575
Designated DROP Representative
Name, title, email, and phone

DROP Collaborative
Attn: Legal
107 W Pacific Avenue | Studio 3N
St. Louis, MO 63119
Address for Giving Notices