

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS ____ DAY OF _____, 2026, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“LFUCG”)**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL SERVICES (CLIENT) AND **OPINIONWORKS LLC** OF ANNAPOLIS, MD (CONSULTANT).

WHEREAS, the Lexington-Fayette Urban County Government (LFUCG) intends to proceed with a stormwater public survey and focus groups in furtherance of the Public Education & Outreach and Public Involvement & Participation program elements of LFUCG’s stormwater program, and consistent with LFUCG’s MS4 Permit with the Commonwealth of Kentucky; and

WHEREAS, OpinionWorks was selected by LFUCG based upon its response to Lexington-Fayette Urban County Government Request for Proposal #11-2026 for Stormwater Public Survey for the LFUCG Division of Environmental Services; and

WHEREAS, this Contract describes the scope of services to be provided by OpinionWorks and the compensation for said services;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, and the payment for those services by LFUCG as set forth herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

a. OpinionWorks LLC will provide services to conduct a survey to measure behavioral factors related to stormwater and water quality and to conduct focus groups for audiences specified by LFUCG. The raw data, results, and analyses of the survey and the focus groups will be compiled in a report for LFUCG’s use.

b. Specific activities to be provided by OpinionWorks LLC are as described in Lexington-Fayette Urban County Government RFP #11-2026 and OpinionWorks LLC’s Proposal in response to said RFP, both of which are incorporated herein by reference as if fully set forth herein. All activities

undertaken on behalf of LFUCG will be performed only at the specific and stated direction of LFUCG.

c. LFUCG may desire to have OpinionWorks LLC perform work or render services in connection with this Project other than those provided in subsection (b) of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the LFUCG gives written authorization. Should the LFUCG find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, OpinionWorks LLC shall make such revisions as directed, in writing, by the LFUCG. This work shall be considered as "Additional Services" and shall be paid as such. All "Additional Services" are subject to prior written authorization of LFUCG and necessary appropriations made by the Lexington Fayette Urban County Council.

2. COMPENSATION.

For the services described in response to RFP #11-2026 by OpinionWorks LLC, OpinionWorks shall be compensated for services in an estimated amount not to exceed \$50,000.00. A summary of billing activity and related reports will be delivered to LFUCG on a monthly basis.

3. TERM OF AGREEMENT.

The contract period shall begin on June 18, 2026 and extend through June 30, 2027. The contract can be terminated with 30 days written notice by either party (CLIENT or CONSULTANT). If the contract is terminated by either party, LFUCG agrees to pay all fees and expenses incurred in accordance with this Agreement through the effective date of termination. All materials or information acquired or produced by OpinionWorks LLC or its representatives in its performance of services under this Agreement shall remain the sole property of OpinionWorks LLC until payment is received by OpinionWorks LLC. Once payment has been received by OpinionWorks LLC, all materials or information acquired or produced by OpinionWorks LLC will become the property of LFUCG.

4. PROTECTION OF THE CLIENT.

CONSULTANT assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of CONSULTANT or its employees or agents under or in connection with this Contract.

CONSULTANT shall indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors from and against all liability, damages, and losses that are in any way incidental to or connected with CONSULTANT's performance or breach of the Contract. CONSULTANT agrees to indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation, or invasion of rights of privacy arising out of any materials which have been prepared by CONSULTANT on LFUCG's behalf, unless any such claim for action is based on materials supplied by LFUCG. The Risk Management Provisions of RFP #11-2026 are expressly incorporated herein by reference as if set forth fully herein.

5. CONFIDENTIALITY.

It is understood that all information, facts, and figures that come to the attention of the CONSULTANT will be handled in a confidential manner. CONSULTANT agrees to exercise reasonable care to prevent disclosure of any confidential or proprietary information to any third party, except as may be expressly authorized in writing by LFUCG.

6. APPROVAL PROCESS.

LFUCG agrees to designate one person to represent LFUCG in approving material as described in the SCOPE OF SERVICES. Approval by that person will give CONSULTANT full authority to act in the company's behalf.

7. CHANGES IN CONTRACT.

This Contract sets forth the entire agreement between the parties. Any modifications must be in writing and signed by an authorized officer of both OpinionWorks LLC and LFUCG.

8. GOVERNING LAW; JURISDICTION; CHOICE OF LAW; SEVERABILITY.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and shall inure to the benefit of and be binding upon the parties' successors, assigns, trustees, and representatives. Any dispute hereunder shall be resolved in Fayette County Circuit Court or the United States District Court in Lexington, KY, having proper jurisdiction, and the parties consent to such jurisdiction. This Contract shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law

rules. If any of the provisions of this Contract are found to be unenforceable, the remainder shall be enforced as fully as possible.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

ATTEST:

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Council Clerk

By: _____
Linda Gorton, Mayor

ATTEST:

OpinionWorks LLC
7 Willow St, Suite 200
Annapolis, MD 21401

By: _____

By: _____

Its: _____