

**CONTRACT FOR SERVICES**

THIS CONTRACT, MADE AND ENTERED INTO THIS 7<sup>th</sup> DAY OF July, 2011, BY AND BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, ON BEHALF OF ITS DIVISION OF WASTE MANAGEMENT (CLIENT) AND GROUP CJ OF LEXINGTON, KENTUCKY (COUNSEL).

WHEREAS, Group CJ submitted the best Proposal in response to Lexington-Fayette Urban County Government RFP 11-2011 for stormwater education and outreach services for the LFUCG Division of Environmental Policy and

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

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

**1. SCOPE OF SERVICES.**

- a. Group CJ will serve as stormwater education and outreach COUNSEL to CLIENT and its constituents throughout Fayette County.
- b. Specific activities may include but not be limited to advertising and marketing services, media relations, community relations and public relations as described in Lexington-Fayette Urban County Government RFP 11-2011 and Group CJ's Proposal in response to said RFP, which are incorporated herein by reference as if fully set forth herein. All activities undertaken on behalf of CLIENT will be performed only at the specific and stated direction of the CLIENT.

## **2. COMPENSATION.**

For the services described in response to RFP 11-2011 by Group CJ, the Marketing Plan and Timeline, Plan A, the COUNSEL shall be compensated for Message Development and Project Management at an estimated total not to exceed \$9,000 for the contract period, which starts July 1, 2011 and extends through June 30, 2012. Mass media expenditures will not exceed \$200,000 and will be determined by the CLIENT and COUNSEL will be reimbursed for payment of mass media outreach. It is understood the COUNSEL retains agency commissions and any non-commissionable media a 15% margin would be reflected. COUNSEL will be compensated for any additional work, outside of Plan A, requested by the CLIENT. A summary of billing activity will be delivered to CLIENT on a monthly basis.

## **3. TERMS OF AGREEMENT.**

The contract can be terminated with 60 days written notice by either party (CLIENT or COUNSEL). If the contract is terminated by either party, the CLIENT 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 the COUNSEL or its representatives in its performance of services under this Agreement shall remain the sole property of the COUNSEL until payment is received by the COUNSEL. Once payment has been received by COUNSEL all materials or information acquired or produced by COUNSEL will become the property of the CLIENT. The contract period shall begin July 1, 2011 and extend through June 30, 2012, with the possibility for two, 1-year contract extensions if sought by the CLIENT.

## **4. PROTECTION OF THE CLIENT.**

Group CJ agrees to indemnify CLIENT 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 the COUNSEL on the CLIENT'S behalf, except that if any such claim for action is based on materials supplied by the CLIENT to the Vendor, then in such an event, the aforesaid shall not apply and the

CLIENT shall indemnify the COUNSEL and hold the COUNSEL harmless with respect thereto.

**5. CONFIDENTIALITY.**

It is understood that all information, facts, and figures that come to the attention of the COUNSEL will be handled in a confidential manner. The COUNSEL agrees to exercise reasonable care to prevent disclosure of CLIENT's proprietary information to any third party, except as may be authorized by the CLIENT.

**6. APPROVAL PROCESS.**

CLIENT agrees to designate one person to represent the CLIENT in approving material as described in the SCOPE OF SERVICES. Approval by that person will give the COUNSEL 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 the COUNSEL and CLIENT.

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

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

By: Meredith Nelson, Deputy  
Council Clerk

By: Jim Gray  
Jim Gray, Mayor

ATTEST:

Group CJ

By: \_\_\_\_\_

By: Connie Miller 5.27.11  
Connie Miller

Its: CEO