

**AGREEMENT
PROFESSIONAL SERVICES
FOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

THIS **AGREEMENT** is made and entered into as of by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG"), and MSW Consultants ("MSW" or "Consultant"), with offices at 6225 Sawyer Road, New Market, Maryland, 21774 (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, LFUCG issued RFP No. 28-2014 for the provision of a county-wide waste stream analysis and has selected MSW as the most responsive submitter.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, LFUCG and the Consultant agree as follows:

1. **SCOPE OF SERVICES.** Consultant shall use its best efforts to accomplish the following objectives for LFUCG, as further defined in the RFP No. 8-2014 and MSW's response which are attached hereto as respectively, Exhibits "A" and "B", and this agreement. In its capacity as a consultant, KM shall make its best effort to assist LFUCG in pursuing its objectives set forth in RFP 28-2014. The nature of these objectives shall be determined by LFUCG's leadership with the advice and assistance of MSW. LFUCG agrees to frequent communication with MSW and to provide MSW the necessary information in real time to help MSW plan and implement strategies.

2. **COMPENSATION.** The professional services included herein shall commence on July 9, 2014 and shall continue through September 30, 2014 unless terminated at an earlier time as otherwise provided herein at a cost of \$35,300.00.

3. **TERM.** The term of engagement shall commence on July 9, 2014 and shall terminate on September 30, 2014.

4. **CANCELLATION.** LFUCG, through its Council, the Mayor or his designee, may cancel the engagement for services for any reason, and without any liability therefore, upon giving the Consultant ninety (90) days prior written notice sent to the last known address of the Consultant. Upon cancellation, LFUCG shall pay the Consultant on the basis of the actual services satisfactorily performed and reasonable costs incurred up to the time of the cancellation as calculated by LFUCG.

5. **INDEMNIFICATION AND INSURANCE.** The Consultant will comply with the Risk Management provisions of RFP No. 28-2014 including providing the required certificates of insurance.

6. **INDEPENDENT CONTRACTOR.** The Consultant acknowledges that and agrees that its employees or agents are not employees of LFUCG for any purpose whatsoever. MSW is an independent contractor at all times during the performance of the services specified.

7. **ASSIGNMENT.** The Consultant will not assign the performance of its services under this agreement without the prior written approval of the Mayor or his designee.

8. **APPLICABLE LAW.** The terms of this engagement shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. Any ambiguity is to be construed in favor of LFUCG.

9. **AMENDMENTS.** This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY _____
JIM GRAY, MAYOR

ATTEST:

Meredith Nelson
Clerk of the Urban County Council

MSW CONSULTANTS


Walt Davenport
President
MSW Consultants

CORPORATE ACKNOWLEDGMENT

Frederick County
Maryland

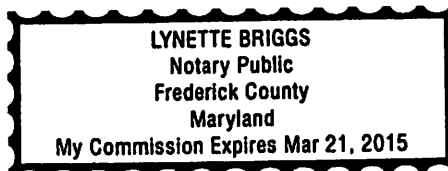
On the 12 day of June, 2014, Walter Davenport personally appeared before me Lynette Briggs, who being by me duly sworn, did say that he is the President of MidAtlantic Solid Waste Consultants, LLC, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said person acknowledged to me that said corporation executed the same.

Lynette Briggs
NOTARY PUBLIC, residing in
11717 Old National Pike Ste 1
New Market, MD 21774

My Commission Expires:

Mar. 21, 2015

00439130



STATE OF MARYLAND

Fredrick County
Maryland

On this _____ day of _____ 2018, I, the undersigned, a Notary Public in and for the State of Maryland, do hereby certify that the within and foregoing instrument was signed in my presence and that the signatory is the person whose name is subscribed to the same and that the signatory is duly qualified to execute the same.

NOTARY PUBLIC

My Commission Expires

