

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS 6 DAY OF June, 2014, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL POLICY (CLIENT) AND THE MATRIX GROUP OF LEXINGTON, KENTUCKY (COUNSEL).

WHEREAS, The Matrix Group submitted the best Proposal in response to Lexington-Fayette Urban County Government RFP 3-2014 for environmental survey services for the LFUCG Division of Environmental Policy; and

WHEREAS, this Contract describes the scope of services to be provided by The Matrix Group 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. The Matrix Group will serve as Environmental Survey COUNSEL to CLIENT and its constituents throughout Fayette County.

b. Specific activities may include but not be limited to public survey services as described in Lexington-Fayette Urban County Government RFP 3-2014 and The Matrix Group 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, The Matrix Group shall be compensated at a price not to exceed \$35,845, for the contract period, which starts April 15, 2014 and extends through July 31, 2014. 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.

4. PROTECTION OF THE CLIENT.

The Matrix Group 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: _____
Council Clerk

By: _____
Jim Gray, Mayor

ATTEST:

The Matrix Group

By: Debra Kiplint

By: Maria DeBeamec
Its: President