

## CONTRACT FOR SERVICES

This Contract agreed to be effective on November 21, 2017 and entered into on the dates hereinafter written, by and between:

Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (hereafter "Lessor"), a Kentucky non-profit corporation and community action agency, with offices at 710 West High Street, P. O. Box 11610, Lexington, KY 40576, and

Lexington Fayette Urban County Government ("LFUCG") Family Care Center (hereafter "Lessee"), with offices at 1135 Harry Sykes Way, Lexington, Kentucky 40504

*Whereas*, Lessee desires transportation services which Lessor desires to furnish, all as set forth below;

*Therefore*, in consideration of the premises and the mutual promises hereinafter set forth, the parties agree as follows:

1. *Purpose and Scope of Transportation:*

- a. Transport 47 passengers designated by Lessee from Family Care Center located at 1135 Harry Sykes Way, Lexington, Kentucky 40504, to 651 Perimeter Drive, Lexington, KY; returning to Family Care Center.
- b. The transportation will be provided on the days and at the times as follows: December 19, 2017 excluding Saturdays, Sundays and legal holidays; the vehicles shall be available for boarding fifteen minutes before departure; departure from Family Care Center shall be at 9:30a.m; departure from 651 Perimeter Drive shall be at 11:00a.m.

1. *Lessee's Obligations:* Lessee agrees to:

- a. Provide proper supervision considering the age, maturity, demeanor and physical abilities of the passengers;
- b. Reimburse for any willful or negligent damage caused by Lessee's passengers;
- c. Remove all debris from each vehicle, restoring each vehicle to the same condition of cleanliness as before the start of each trip;
- d. Pay to Lessor the lease rate of \$363.51.
- e. Make payment within 30 business days of receipt of an invoice from Lessor.

1. *Lessor's Obligations:* Lessor agrees to:

- a. Provide sufficient safe and clean vehicles to accommodate the number of passengers set forth in paragraph one, above;

- b. Provide a properly licensed driver to drive each vehicle;
- c. Provide adequate casualty and liability insurance;
- d. Provide the foregoing (a through c) at each time and date specified in paragraph one.

1. *Limitation of Liability:* Lessor shall not be liable to Lessee for consequential damages arising from situations beyond the control of Lessor such as delay caused by weather or road conditions. And, in any event, Lessor shall not be liable to Lessee for consequential damages in excess of Two Hundred Dollars (\$200.00) arising from delay caused by matters within the control of Lessor. This limitation of liability in no way limits liability for Lessor's negligence resulting in personal injury to passengers which is covered by insurance.

## **RISK MANAGEMENT PROVISIONS**

### **INSURANCE AND INDEMNIFICATION**

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#### **INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Lessor hereby 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 Lessor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Lessor") under or in connection with this contract and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Lessor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Lessor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Lessor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to the services performed by Lessor hereunder (and to the fullest extent permitted by law), Lessor shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Lessor in the performance of this contract.

- (4) In the event LFUCG is alleged to be liable based upon the above, Lessor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

LESSOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

LESSOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by LESSOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability	\$2 million per occurrence, \$2 million aggregate
Commercial Automobile Liability	combined single, \$2 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Sexual Abuse or Molestation:	\$1,000,000 Sexual Abuse Injury Limit

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General and Auto Liability Policies shall be primary to any insurance or self-insurance retained by LFUCG and non-contributory.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

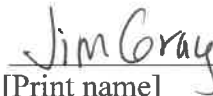

2. *Cancellation Refund Policy:* Trips canceled on more than five days prior notice shall not be charged; trips canceled on less than five days but more than three days prior notice shall be charged one-half the contract price; and trips canceled on less than three days prior notice shall be charged the contract price.

3. *In acknowledgment* of their agreement, the fully authorized representatives of the parties have signed this Contract on the dates hereinafter written:

**LESSOR:**  
 Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.

**LESSEE:**  
 Lexington-Fayette Urban County Government

By:   
 Malcolm Ratchford,  
 Executive Director

By: \_\_\_\_\_  
  
 [Print name]  
  
 [print title]

Date: 12/11/17

Date: \_\_\_\_\_