

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS ____ DAY OF _____, 2021, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“LFUCG”)**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL SERVICES (CLIENT) AND **KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION OF ELIZABETHTOWN, KY** (CONSULTANT).

WHEREAS, the Lexington-Fayette Urban County Government (LFUCG) intends to proceed with environmental education programs in Lexington, Kentucky, with a strong emphasis on waste management and water quality, in furtherance of the Public Education and Public Involvement component of LFUCG’s stormwater program, and consistent with LFUCG’s MS4 permit with the Commonwealth of Kentucky; and

WHEREAS, Kentucky Association for Environmental Education was selected by LFUCG based upon its response to Lexington-Fayette Urban County Government Request for Proposal #4-2021 for Environmental Education Coordination and Administration Services for the LFUCG Division of Environmental Services; and

WHEREAS, this Contract describes the scope of services to be provided by Kentucky Association for Environmental Education 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. Kentucky Association for Environmental Education will serve as the Environmental Education Coordinator and Administrator to LFUCG and its constituents throughout Fayette County.

b. Specific activities to be provided by Kentucky Association for Environmental Education may include but not be limited to: developing curriculum for K-12 classrooms;

developing field trip protocols, signage and scripts for field trip sites; developing materials and activities for use with the EQPW trailer; developing non-formal environmental education programming to provide for community partners that serve youth outside of school hours, including a summer camp for middle school students; training city staff and contract educators in the curriculum, field trips, lessons and programs, and evaluating their performance through surveys and observation; leading Teachers' Environmental Academy(s) each summer and developing ongoing engagement for alumni of the program; managing the scheduling of educators to lead classroom-based lessons; tracking classroom participation for the recognition program; leading lessons and field trips when necessary; purchase supplies for EE efforts, and distributing them appropriately; reimbursing schools for appropriate expenses such as buses and substitutes related to field trips; connecting K-12 units to careers, especially careers related to city jobs; coordinating career panels for middle and high school students; working with Fayette County Public Schools on career days and similar opportunities; and collaborating with city staff members to develop and implement a successful job shadowing and internship programs for high school students that provide connections to the full spectrum of jobs within the city. These tasks are as described in Lexington-Fayette Urban County Government RFP #4-2021 and Kentucky Association for Environmental Education'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.

2. COMPENSATION.

For the services described in response to RFP #4-2021 by Kentucky Association for Environmental Education, Kentucky Association for Environmental Education shall be compensated for Coordination and Administrative Services in an estimated amount not to exceed \$42,593.16 in FY2021 and \$276,855.56 in FY2022, resulting in an initial contract total in an amount estimated not to exceed \$319,448.72 (\$42,593.16 in FY21 and \$276,855.56 in FY22), subject to sufficient funds being appropriated in FY22. 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 _____, 2021 and extend through June 30, 2022, with the option for two automatic 1-year contract extensions, if sought by the LFUCG, and contingent upon funding availability. 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 Kentucky Association for Environmental Education or its representatives in its performance of services under this Agreement shall remain the sole property of Kentucky Association for Environmental Education until payment is received by Kentucky Association for Environmental Education. Once payment has been received by Kentucky Association for Environmental Education, all materials or information acquired or produced by Kentucky Association for Environmental Education will become the property of LFUCG.

4. PROTECTION OF THE CLIENT.

Kentucky Association for Environmental Education 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 Kentucky Association for Environmental Education or its employees or agents under or in connection with this Contract. Kentucky Association for Environmental Education 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 Kentucky Association for Environmental Education's performance or breach of the Contract. Kentucky Association for Environmental Education 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 Kentucky Association for Environmental Education on LFUCG's behalf, unless any such claim for action is based on materials supplied by LFUCG. The Risk Management Provisions of RFP #4-2021 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 Kentucky Association for Environmental Education will be handled in a confidential manner. Kentucky Association for Environmental Education 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 Kentucky Association for Environmental Education 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 Kentucky Association for Environmental Education 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 the appropriate Kentucky or United States federal court 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:

**Kentucky Association for Environmental
Education**
PO Box 2739
Elizabethtown, KY 42702

By: _____

By: _____

Its: _____