

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS 12 DAY OF JUNE, 2017, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL SERVICES (CLIENT) AND **BLUESTEM COMMUNICATIONS** OF CHICAGO, IL (CONSULTANT).

WHEREAS, Bluestem Communications submitted the best Proposal in response to Lexington-Fayette Urban County Government RFP 15-2017 for stormwater mass marketing services for the LFUCG Division of Environmental Services and

WHEREAS, this Contract describes the scope of services to be provided by Bluestem Communications 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. Bluestem Communications will serve as stormwater mass marketing CONSULTANT to CLIENT and its constituents throughout Fayette County.

b. Specific activities may include but not be limited to advertising and marketing services, media relations and community relations as described in Lexington-Fayette Urban County Government RFP 15-2017 and Bluestem Communications' 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 15-2017 by Bluestem Communications, the CONSULTANT shall be compensated for Project Management, Message Development and Mass Media expenditures at an estimated total not to exceed \$210,000 for the contract period, which starts July 1, 2017 and extends through June 30, 2018. Mass media expenditures will be determined by the CLIENT and CONSULTANT will be reimbursed for payment of mass media outreach. A summary of billing activity will be delivered to CLIENT on a quarterly basis.

3. TERM OF AGREEMENT.

The contract period shall begin July 1, 2017 and extend through June 30, 2018, with the option for two additional 1-year contract extensions, if sought by the CLIENT. The contract can be terminated with 60 days written notice by either party (CLIENT or CONSULTANT). 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 CONSULTANT or its representatives in its performance of services under this Agreement shall remain the sole property of the CONSULTANT until payment is received by the CONSULTANT. Once payment has been received by CONSULTANT all materials or information acquired or produced by CONSULTANT will become the property of the CLIENT.

4. PROTECTION OF THE CLIENT.

CONSULTANT 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 CONSULTANT or its employees or agents under or in connection with this Contract. CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its employees, agents, and successors from and against all liability, damages, and losses that are in any way incidental to or connected with CONSULTANT's performance or breach of the Contract. Bluestem Communications agrees to indemnify, defend, and hold harmless CLIENT 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 the CONSULTANT 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 hold the CONSULTANT harmless with respect thereto.

5. CONFIDENTIALITY.

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

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:

By: [Signature]
Council Clerk

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: [Signature]
Jim Gray, Mayor

ATTEST:

By: [Signature]

Bluestem Communications
14 N Peoria St., Ste 4f
Chicago, IL 60607

By: [Signature]
Its: Chief Executive Officer