

**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 Keller Partners & Company LLC ("Consultant"), with offices at 1201 Fifteenth Street, NW, Suite 400, Washington, D.C. 20005 (hereinafter the "Consultant").

WITNESSETH:

**WHEREAS**, LFUCG issued RFP No. 34-2017 for the provision of certain lobbying services and has selected Keller Partners 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. 34-2017 and Keller Partner's response which are attached hereto as respectively and incorporated herein as if fully stated, Exhibits "A" and "B", and this agreement. In its capacity as a consultant, Keller Partners shall make its best effort to assist LFUCG in pursuing its federal funding objectives. The nature of these objectives shall be determined by LFUCG's leadership with the advice and assistance of Keller Partners. In this role, Keller Partners shall plan and implement government relations strategies designed to accomplish LFUCG's federal funding objectives; assist in the preparation of grant applications, and supporting materials for the initiatives; arrange meetings with Members of Congress,

congressional staff, and federal agency decision-makers to advance funding initiatives; market LFUCG's needs to federal decision-makers; and serve as liaison to federal agencies relevant to the funding initiatives. LFUCG agrees to frequent communication with Keller Partners and to provide Keller Partners the necessary information in real time to help Keller Partners plan and implement strategies.

2. **COMPENSATION.** LFUCG agrees to pay a total professional fee of \$6,500.00 per month, payable monthly in advance. In addition, the Consultant shall be entitled to reimbursement for reasonable expenses incurred and as otherwise agreed to by LFUCG. These expenses in no event will exceed \$1,500.00 annually. The Consultant shall submit a detailed quarterly report indicating work performed for LFUCG, and shall provide sufficient documentation for reimbursable expenses prior to payment. Under no circumstance will LFUCG reimburse the Consultant for the purchase of alcoholic beverages.

3. **TERM.** The term of engagement shall commence on 12/7/17 and shall terminate on 12/31/20. Subject to the availability of budgeted funds, LFUCG may choose to extend or renew this engagement under the same terms and conditions by notifying the Consultant in writing at least thirty (30) days prior to the expiration of the original engagement period.

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. 34-2017 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. Keller Partners 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.

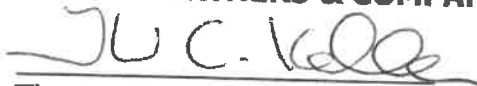
**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY \_\_\_\_\_  
**JIM GRAY, MAYOR**

ATTEST:

\_\_\_\_\_  
Martha Allen  
Clerk of the Urban County Council

**KELLER PARTNERS & COMPANY, LLC**

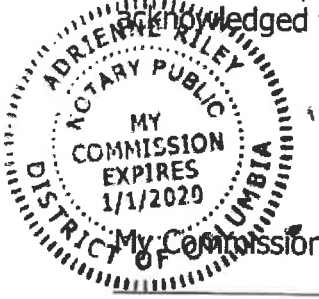


Thomas C. Keller  
Managing Principal  
Keller Partners & Company, LLC

**CORPORATE ACKNOWLEDGMENT**

City of Washington  
District of Columbia

On the 1<sup>st</sup> day of November, 2017, personally appeared before me THOMAS C Keller, who being by me duly sworn, did say that he is the Managing Principal of Keller Partners & Company, 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.



Adrienne Riley  
NOTARY PUBLIC, residing in \_\_\_\_\_

My Commission Expires:

**Adrienne Riley**  
**Notary Public, District of Columbia**  
**My Commission Expires 1/1/2020**

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