

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS ____ DAY OF _____, 2018, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL SERVICES (CLIENT) AND **BLUEGRASS GREENSOURCE, INC.**, OF LEXINGTON, KY (CONSULTANT).

WHEREAS, the Lexington-Fayette Urban County Government (LFUCG) intends to proceed with the Green Check business sustainability programs in Lexington, Kentucky, with a strong emphasis on waste management and water quality; and

WHEREAS, Bluegrass Greensource, Inc. was selected by LFUCG based upon its response to Lexington-Fayette Urban County Government Request for Proposal #18-2018 for the Green Check program for the LFUCG Division of Environmental Services; and

WHEREAS, this Contract describes the scope of services to be provided by Bluegrass Greensource, Inc. 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. Bluegrass Greensource, Inc. will serve as the primary service provider for the Green Check sustainable business program representing LFUCG and serving constituents throughout Fayette County.

b. Specific activities to be provided by Bluegrass Greensource, Inc. may include but not be limited to conducting business audits, planning recognition for certified businesses, recruiting new businesses, planning informational events for local businesses and support

service activities as described in Lexington-Fayette Urban County Government RFP #18-2018 and Bluegrass Greensource'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 #18-2018 by Bluegrass Greensource, Inc., Bluegrass Greensource, Inc. shall be compensated for Recruiting New Businesses, Sustainability Audits and Reports, Ongoing Support, Networking and Informational Events, Recognizing Certified Businesses, and Program Communication expenditures at an estimated total not to exceed \$77,653 for the contract period, which starts on _____, 2018 and extends through June 30, 2019. 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 _____, 2018 and extend through June 30, 2019, with the option for one 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 Bluegrass Greensource, Inc. or its representatives in its performance of services under this Agreement shall remain the sole property of Bluegrass Greensource, Inc. until payment is received by Bluegrass Greensource, Inc. Once payment has been received by Bluegrass Greensource, Inc., all materials or information acquired or produced by Bluegrass Greensource, Inc. will become the property of LFUCG.

4. PROTECTION OF THE CLIENT.

Bluegrass Greensource, Inc. 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 Bluegrass Greensource, Inc. or its employees or agents under or in connection with this Contract. Bluegrass Greensource, Inc. 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 Bluegrass Greensource's performance or breach of the Contract. Bluegrass Greensource, Inc. 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 Bluegrass Greensource, Inc. on LFUCG's behalf, unless any such claim for action is based on materials supplied by LFUCG.. The Risk Management Provisions of RFP #18-2018 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 Bluegrass Greensource, Inc. will be handled in a confidential manner. Bluegrass Greensource, Inc. 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 Bluegrass Greensource, Inc. 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 Bluegrass Greensource, Inc. 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: _____
Jim Gray, Mayor

ATTEST:

**Bluegrass Greensource
835 National Ave.
Lexington, KY 40502**

By: _____

By: Jmy Salner

Its: Executive Director