
**AGREEMENT TO PROVIDE
PROFESSIONAL
HUMAN RESOURCE MANAGEMENT CONSULTING SERVICES
TO
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

THIS AGREEMENT, entered into this ____ day of September 2012, and effective immediately by and between **Management Advisory Group International, Inc.** (hereinafter called the "Consultant") and **The Lexington Fayette Urban County Government** (hereinafter called the "Client"), **WITNESSETH THAT:**

WHEREAS, Client requested proposals for certain services in RFP No. 23-2012 and Consultant was selected by Client as the best overall value to Client in performing these services,

WHEREAS, the Client is interested in obtaining professional human resource management consulting services to assist in developing plans and programs that conform to Federal, State, and local requirements and that will be approved by their representatives,

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the development of human resource management systems and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The Client agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in the "Scope of Services" listed below. RFP No. 23-2012 including all addenda/Q & A documents and the Consultant's response are attached hereto as Exhibits "A" and "B" respectively, and the provisions thereof incorporated herein as if fully stated. To the extent of any conflict among and between the provisions of these documents, the terms of this Agreement shall take precedence, followed by the RFP and the response.

2. Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner human resource management consulting services as may be requested by the Client, which may include, but are not limited to, the following:

- Included by reference herein is the Consultants Proposal to the Client dated August 7, 2012, which details the proposed study timeline, work plan, and deliverables, in response to RFP #23-2012.

3. Time of Performance. The services performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to ensure their expeditious completion and best carry out the purposes of the agreement. Projects will commence within ten (10) days of notification to proceed and will be completed within a time period agreed to by the Consultant and the Client, and no later than December 31, 2012.

4. Method of Payment. An initiation invoice of twenty percent (20%) will be requested, to cover substantial initial costs. Monthly amounts will be invoiced as the work proceeds. Ten percent (10%) of the total contract amount shall be held back - payable upon successful completion of the project. Additional payments shall be due and payable within 30 days of submission in accordance with monthly invoices based upon work performed toward delivery of final reports and products as described herein.

5. Compensation. Total cost of the proposed services shall not exceed Thirty Four Thousand and Fifty Dollars (\$34,050), including anticipated business expenses. The fees to be provided do not include services provided by the Consultant following submission of its final report and recommendations. No tasks shall be

undertaken without prior notification.. Client agrees to pay Consultant at a rate of one hundred-fifty dollars (\$150.00) per professional hour expended and forty-five dollars (\$45.00) per clerical hour expended, plus expenses for any additional work beyond the original scope of this Agreement. Any on-site requirements shall include directly related travel expenses and professional time.

6. Changes. The Client may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be Furnished by the Client. The Client shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The Client shall cooperate with the Consultant in scheduling and carrying out the work herein.

8. Terms of Contract. The terms of this contract shall be in effect through December 31, 2012. Client reserves the right to expand the scope of work through an extension of the contract for a mutually agreed amount.

9. Indemnification and Insurance. The Risk Management provisions of RFP No. 23-2012 are incorporated herein as if fully stated.

10. Copyright, Trade Secrets and Security. LFUCG acknowledges that certain report formats to be provided by the Consultant are copyrighted. However, in accordance with applicable "Public Records" laws, each file and all papers pertaining to any activities performed for or on behalf of LFUCG are public records available for inspection by any person even if the file or paper resides in the Consultant's office or facility. LFUCG shall agree, to the extent permitted by law, to protect any information deemed a trade secret as that term is used within applicable statutes. Consultant asserts that its **Classification Manager®** software, Job Analysis Questionnaire (JAQ), methodology section of the proposal, and software development manuals and related documentation for the software are trade secrets and as such are not subject to disclosure.

11. Information and Reports. The Consultant shall, at such time and in such form as the Client may require, furnish such periodic reports concerning the status of the project as may be requested by the Client. The Consultant shall furnish the Client, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project.

12. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The Client shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

13. Accomplishment of Project. The Consultant shall commence, carry on, and complete requested projects with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing requested projects, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within the applicable work area.

14. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the Client may have under this contract may be waived in writing by the Client by means of a formal waiver, if, in the judgment of the Client, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

15. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

16. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

17. The Client not Obligated to Third Parties. The Client shall not be obligated or liable hereunder to any party other than the Consultant.

18. When Rights and Remedies Not Waived. In no event shall the making by the Client of any payment to the Consultant constitute or be construed as a waiver by the Client of any breach of covenant, of any default which may then exist, on the part of the Consultant, and the making of any such payment by the Client while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the Client in respect to such breach or default.

19. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the personnel engaged in the work shall be fully qualified to perform such services.

20. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe any officer or employee of the Client nor has the Consultant made an admission of guilt of such conduct which is a matter of record.

21. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Management Advisory Group International, Inc.
4000 Genesee Place, Suite 205
Lake Ridge, Virginia 22192
(703) 590-7250

IN WITNESS WHEREOF, the Client and the Consultant have executed this agreement as of the date first written above.

CLIENT

By: _____

Print Name _____

Title _____

Management Advisory Group International, Inc.

By: 

Carolyn Long
Executive Vice President
Management Advisory Group, Inc.
4000 Genesee Place, Suite 205
Lake Ridge, Virginia 22192