

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of July _____, 2012, by and between **Lexington Fayette Urban County Government** ("LFUCG") and **RCC Consultants, Inc.**, a Delaware corporation with headquarters offices at 100 Woodbridge Center Drive - Suite 201, Woodbridge, New Jersey 07095-1125 ("RCC").

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Scope of Work

RCC shall perform the services set forth in its proposal, dated May 23, 2012, a copy of which is annexed hereto as Attachment I and incorporated herein by this reference (the "Proposal"). The Proposal shall not be modified except by written agreement of the parties hereto. Anything herein to the contrary notwithstanding, if and to the extent LFUCG requests RCC to perform additional services in writing through a formal change order and which are not included in the Proposal, absent a further written agreement between the parties, LFUCG shall compensate RCC for the performance of such additional services on a time and material basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

ARTICLE II – Fees and Expenses

As compensation for the services performed under this Agreement, LFUCG shall pay RCC a fee in accordance with this Agreement and the Proposal, provided however, that in no event shall LFUCG be obligated to pay RCC a total amount in excess of \$35,820 absent an additional written agreement. LFUCG shall reimburse RCC for all costs incurred by RCC for travel, lodging, meals, and other out-of-pocket expenses related to the services performed under this Agreement and for third-party products and services procured by RCC on LFUCG's behalf at RCC's cost, which in no event shall include alcoholic beverages or exceed the per diem applicable to LFUCG employees. Each month during the term hereof, RCC will submit to LFUCG an invoice for the services performed and expenses incurred during the previous month. LFUCG shall pay RCC the amount on each such invoice within thirty (30) days of receipt and any amount not paid within such thirty-day period shall accrue interest at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.

ARTICLE III - Period of Performance

The performance of RCC's services hereunder shall commence as soon as practicable after the execution and delivery of this Agreement by both parties and, subject to the provisions of ARTICLE VI hereof, shall terminate upon delivery by RCC of materials and reports specified in the Proposal, and payment to RCC by LFUCG for all services performed and expenses incurred in connection with this Agreement.

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions hereof.

ARTICLE VI - Termination

Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party, in which event RCC's obligation shall be to provide all work performed to that date and LFUCG's sole obligations shall be to compensate RCC for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this ARTICLE VI exceed the compensation provided for in ARTICLE II.

ARTICLE VII - Confidentiality

RCC shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to LFUCG concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for LFUCG in connection with the performance by RCC of its services hereunder during the period of this Agreement, without prior written approval of LFUCG. RCC, cognizant of the sensitive nature of much of the data supplied by LFUCG, agrees to protect the confidentiality of any information designated by LFUCG to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with LFUCG, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

ARTICLE VIII - Personnel

A. RCC will assign qualified professional personnel and other RCC support staff, as necessary, to complete the services contemplated by this Agreement. In the event that the employment of any such person should be terminated prior to the termination hereof, then in such event RCC shall, at its discretion, assign such other persons, as necessary, to complete the services.

B. LFUCG understands and agrees that RCC has a significant investment in the recruitment, training, and deployment of its personnel and that, if such personnel are hired directly by LFUCG, then RCC will incur substantial direct costs to recruit, train, and deploy new personnel of similar quality and experience and will suffer concomitant disruption of its business interests. Therefore, in order to preserve and further the positive business relationship between LFUCG and RCC, it is agreed that, during the term hereof and for a period of one (1) year after the completion or earlier termination of this Agreement: (1) If LFUCG hires an RCC employee who performs services pursuant to this Agreement during the one year period following completion or termination of this Agreement then LFUCG will pay a release fee to RCC

equivalent to the greater of: (a) thirty percent (30%) of the annual compensation (including salary, bonus, and other compensation such as sales commission and deferred compensation) that LFUCG or such other person, firm or entity has agreed to pay to such person; or (b) the actual costs incurred by RCC in connection with the recruitment, training, and deployment of a new RCC employee of substantially equal skills and experience. (2) Such release fee will be billed by RCC to LFUCG when the candidate is actually hired by LFUCG and is due and payable upon receipt of RCC's invoice.

ARTICLE IX - Indemnity / Liability

RCC will indemnify LFUCG and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the willful misconduct of RCC or its employees, representatives, or agents or the negligent performance of RCC's obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of LFUCG or its employees, representatives, or agents. In no event shall RCC be liable for lost profits, special, incidental, consequential, or indirect damages suffered by LFUCG. The parties agree that in no event will RCC's liability exceed the amount of compensation paid to RCC by LFUCG, or RCC's insurance coverage, whichever is less.

ARTICLE X - Insurance

RCC shall take out and carry during the entire term of this Agreement, property damage insurance and general public liability insurance with adequate limits to protect both RCC and LFUCG from liability. RCC shall insure the payment of compensation to its employees in accordance with applicable Worker's Compensation Laws. RCC will maintain adequate General Liability and Auto Liability insurance. RCC will provide LFUCG with a Certificate of Liability Insurance evidencing the insurance coverage provided for herein, if required by LFUCG.

ARTICLE XI - Taxes, Unemployment Insurance and Related Items

RCC hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by RCC on the work covered by this Agreement or in any way connected therewith; and RCC shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and RCC shall reimburse LFUCG for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law LFUCG may be required to pay the same or any part thereof.

ARTICLE XII - General

A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.

B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

C. Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Court Appearances – Except for any dispute arising directly from RCC's performance under this Agreement, nothing in this Agreement shall obligate RCC to prepare for or appear in litigation on behalf of LFUCG except in consideration of additional compensation. Absent a written supplemental agreement as to the amount of such additional compensation, RCC shall be compensated on a time and materials basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

F. Successors and Assigns – Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. Notwithstanding the foregoing, RCC shall have the right, without the consent of LFUCG, to assign this Agreement and its rights and obligations hereunder to RCC's parents, subsidiaries or affiliates or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger or to a purchaser of all, or substantially all, of RCC's assets. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

G. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

H. Entire Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement.

I. Counterparts – This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST/WITNESS:

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST/WITNESS:

RCC CONSULTANTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT 1

Copy of RCC's Proposal, Dated May 23, 2012