

RESOLUTION NO. 371 - 2012

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH RCC CONSULTANTS, INC., A SOLE SOURCE PROVIDER, FOR TECHNICAL SYSTEMS REVIEW SERVICES, AT A COST NOT TO EXCEED \$35,820.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

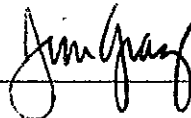
Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with RCC Consultants, Inc., a sole source provider, for technical system review services.

Section 2 - That an amount, not to exceed the sum of \$35,820.00, be and hereby is approved for payment to RCC Consultants, Inc., from account # 2601-505601-71299, pursuant to the terms of the agreement, and funds are appropriated pursuant to the agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 5, 2012

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of July 5, 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").

WITNESSETH:

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 1 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

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.

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: JIM GRAY

Title: _____

Title: MAYOR

ATTEST/WITNESS:

RCC CONSULTANTS, INC.

By: _____

By: 

Name: _____

Name: MICHAEL W. HUNTER

Title: _____

Title: PRESIDENT/CEO

ATTACHMENT 1

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

Implementation Assistance, LFUCG Police 800 MHz P25 Trunked Radio System

Presented to:

Lexington Fayette Urban County Government

May 23, 2012



RCC Consultants, Inc.

100 Woodbridge Center Drive, Suite 201
Woodbridge, New Jersey 07095
Website: www.rcc.com

Proposal Contact: Darek Wiczorek
Managing Director
118 Greenwing Ct.
Georgetown, KY 40324
Telephone: 502-370-4381
Email: dwiczorek@rcc.com

SCOPE OF WORK

RCC will assist the LFUCG in the implementation of the newly procured 800 MHz trunked P25 radio system in specific areas as requested.

According to Cassidian's implementation plan, the following major milestones will occur throughout the project:

- Project Kickoff Meeting (with RCC's participation)
- Preliminary Design Review (PDR) (with RCC's participation)
- Final Design Review (FDR) (with RCC's participation)
- *Supply of Equipment delivered*
- *Factory Acceptance Testing*
- *Roll-Out*
- Site Acceptance (with RCC's participation)
- *P25 Radio System Ready*
- Radio Coverage Acceptance Testing (RCAT) (with RCC's participation)
- *Integrated System Ready*
- Customer System Acceptance (with RCC's participation)

RCC proposes its technical assistance as marked above. Specifically, RCC will perform:

- In depth review of system design documentation provided by the vendor
 - Site Planning
 - P25 Radio Network Engineering
 - Backhaul Engineering
 - Technical Solution Design
 - Technical solution, configuration of all equipment
 - Interfaces between all subsystems
 - Antenna system design
 - Coverage maps
 - Backbone/IP network design
 - Site planning
 - Drawings
 - Frequency plan
 - Project Plan
 - Preliminary Coverage Acceptance Test Plan
 - Preliminary Acceptance Test Plan
 - System Transition and Deployment Plan
 - Others as required
- Assistance with system acceptance testing
 - Infrastructure Installation Verification
 - Microwave System Field Acceptance Test (functional & measurements)
 - Radio System Field Acceptance Test (functional & measurements)
 - Radio Coverage Acceptance Test



PROJECT TEAM

The project team from the procurement phase will be aided by John Chartkoff, an experienced radio engineer, during the field testing phase of the project.

It is envisioned that additional, to be determined according to the needs, RCC subject matter experts may also be utilized.



parties up to the contract limits if more or fewer hours are needed and/or the scope of work is modified. Additional hours required for tasks ordered by the client will be billed on a time and expense basis.

The fees and rates quoted herein are valid for 90 days from the date of this proposal and the negotiated prices will be valid for the length of the contract.

Change Orders and Other Expenses

Should LFUCG, at any time during the project, desire services that are outside the agreed upon scope of services, RCC will prepare a quotation outlining the estimated effort, resources required, and cost for the requested service. Upon approval of the quotation, RCC will provide the desired services at the agreed upon cost.

Expenses directly attributable to the project, such as costs for frequency coordination fees, licensing fees, permit fees, and microwave pre-coordination fees are not included and, if incurred, will be billed to the client as a reimbursable expense. RCC will coordinate with the client and gain approval prior to authorizing any of these additional expenses.

