

**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 Republic Bank & Trust Company, with offices at 651 Perimeter Drive, Suite 650, Lexington, KY 40517 (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, LFUCG issued RFP No. 24-2014 for the provision of certain lockbox services for occupational taxes and has selected Republic Bank & Trust Company 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. 24-2014 and Consultant's response which are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 24-2014 (Exhibit "A") and Consultant's Response dated May 1, 2014 (Exhibit "B"). To the extent there is conflict among their provisions, the provisions of the Agreement shall take precedence, followed by the provisions of Request for Proposal No. 24-2014 (Exhibit "A"). In its capacity as a consultant, Republic Bank & Trust Company shall process and image checks and remittance documents received, provide online access to images of processed items and remittance documents, provide online reporting, transmission of transaction detail and summary information including select information from the scanline in the required format (CSV), account numbers and payment amounts, provide online exception item review

and correction, pick up payments from a local post office box and accept payments at local branch offices.

2. **COMPENSATION.** The professional services included herein shall commence on August 1, 2014 and shall continue through July 31, 2016 unless terminated at an earlier time as otherwise provided herein. The services from August 1, 2014 through July 31, 2016 shall be as outlined in Exhibit B (Consultant's response).

3. **TERM.** The term of engagement shall commence on August 1, 2014 and shall terminate on July 31, 2016. Subject to the availability of budgeted funds, LFUCG may choose to extend or renew this engagement under the terms and conditions outlined in Exhibit B (RFP No. 24-2014) 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. 24-2014 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. Republic Bank & Trust Company 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:

Meredith Nelson
Clerk of the Urban County Council

Republic Bank & Trust Company



Tamara B. McCain
Vice President – Treasury Management
Republic Bank & Trust Company

CORPORATE ACKNOWLEDGMENT

City of Lexington
Kentucky

On the 12 day of June, 2014, personally appeared before me Tamara B. McCain, who being by me duly sworn, did say that he/she is the Vice President-Treasury Mngt. of Republic Bank & Trust Company 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.

Jennifer A. Hask

NOTARY PUBLIC, residing in

My Commission Expires:

10-16-14

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