

Kevin Neal
Judge / Executive
Marshall County Fiscal Court | E-911 Center
1101 Main Street
Benton, KY 42025

August 29, 2019

Re: Professional Consulting Services for Marshall County Fiscal Court, E-911 Center

Mr. Neal,

Background:

Marshall County Fiscal Court is located in Benton, KY and is currently working on the construction of their 9,813 square foot multi-purpose building. Within the building will be a PSAP (Public Service Answering Point) E-911 Center for emergency dispatch operators. The current floorplan is set up so the operators enter through the lobby and have their own restrooms (men's and women's), kitchen and break room, shower, rest areas, server and mechanical room, storage, call center area, and office (for Director of Communications).

It is our understanding that Marshall County Fiscal Court is seeking space planning consulting for their E-911 Dispatch Center with the goal to create an environment that meets their goals vs. what has been delivered to them. An Architect and General Contractor have already been selected and begun work on this project. The E-911 Dispatch Center will house four dispatchers with the potential to hold 15 (future growth), the Director of Communications, and ancillary spaces. At this time Marshall County Fiscal Court is looking for a qualified firm to verify sizing, placement, and overall flow of the existing layout to ensure the space will accommodate the required amount of employees (now and in the future) comfortably. Please find herein our proposal for professional consulting services.

Scope: Mauell will work with Marshall County Fiscal Court to learn the relationship between the dispatchers and how the space will be used. Mauell will then review the current drawings provided by the Architect to verify the layout will accommodate Marshall County Fiscal Court's requirements for the E-911 Dispatch Center, provide recommendations regarding the spatial layout, supply information regarding a raised floor system within the space, and supply two spatial layout drawings (representing future growth).

Deliverables: Mauell Deliverables include the following:

- A. Interactive programming session where Mauell learn Marshall County Fiscal Court's goals, operational nuances, processes, and existing inventory, networks, and infrastructure. This will be done via conference call and / or Go-To Meeting.
- B. Review of existing drawings provided by Architect to verify information collected above will properly fit.
- C. Provide spatial layout recommendations within the existing space for optimal use of area, based on requirements and feedback from Marshall County Fiscal Court's team. Concept Design Drawings [Block Layout Drawings (K100) on title block] of the Control Room drawn at 1/8" = 1'0" or larger scale. Floor plan shall include all furniture within the E-911 Dispatch Center and surrounding office space.
- D. Mauell will supply up to (1) major revision.
- E. Deliver a console design for the E-911 Dispatch Center (to be included in the Concept Design Drawings, K100)
- F. Supply information regarding raised floor solution to be used within the space.

Fee: Mauell's services (above) are provided as a value of **\$5,000** USD.

Terms and Conditions: The following terms are applicable for the supply of professional consulting services described herein.

Mauell reserves the right to modify this proposal in the cause for compensation for expenses incurred to meet contractual obligations not exposed prior to. Federal, State, and Local Taxes and fees are not included. Compensation for professional services rendered by Mauell employees for services beyond those stated in this proposal shall be billed at the following USD hourly rates:

Principal	\$ 225/hr.	Designer/Draftsman	\$ 100/hr.
Design Consultant/Engineer	\$ 125/hr.	Estimator/Graphic Designer	\$ 80/hr.
Project Manager	\$ 115/hr.	Project Administration	\$ 60/hr.

Expenses (airfare, hotels, meals, parking, car rental, mileage, and any miscellaneous costs including document printing, CD-ROMs, etc.) not included within this scope will be billed at actual cost plus 25%.

Exclusions: Mauell is not required to supply stamped engineering drawings and our scope is limited to space planning and control room system and equipment design. **Quoted prices do not include any state or local taxes, if applicable.**

In conclusion, Mauell's energetic and passionate staff is excited at the potential to work with your team. Our goal is to deliver a fine-tuned design path through collaboration and best practices specific to enhancing operational and corporate requirements. From there, we hope to partner with you for the build and implementation phase to bring your vision to life and deliver a world-class solution to Marshall County Fiscal Court that it will be proud of for many years to come.

My best,



Jessica Ravese
Mauell Design Consultant
jessica.ravese@mauell.com
Tel: 717-432-8686 x 139
Cell: 717-385-8611
Fax: 717-432-8688

cc: Hernan Rodriguez, Jake Janicki, Gary Suchy Jr., Mike Sandhaus, Estimation, File

CONSULTANCY AGREEMENT

This Consultancy Agreement (the "Agreement") is made and entered into this 29th day of August, 2019 (the "Effective Date") by and between Marshall County Fiscal Court with its principal place of business located at 1101 Main Street, Benton, KY 42025 (the "Company") and Mauell Corporation with its principal place of business located at 31 Old Cabin Hollow Road, Dillsburg, PA 17019 (the "Consultant"; hereinafter referred to individually as a "Party" and collectively as "the Parties").

- WHEREAS, the Consultant has expertise in the area of utility specific control room space planning, systems design and specifications;
- WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;
- NOW, THEREFORE, the Parties hereby agree as follows:

1. ENGAGEMENT AND SERVICES

- a. Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.
- b. Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- c. Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- d. Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. CONSULTANCY PERIOD

- a. Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period").
- b. Termination. This Agreement may be terminated by the Company, without cause and without liability, by giving 20 calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving seven (7) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of Articles 1 (d), 3, 4, 5, 6, 8, 10 and 11, (ii) any other breach that a Party has failed to cure within seven (7) calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.
- c. Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. CONSULTANCY FEE AND EXPENSES (FIRM FIXED)

- a. Consultancy Fee. In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a Consultancy fee of Five Thousand Dollars (\$5,000) for Services provided to the Company.
- b. Expenses. Within the Consultancy Fee is the reimbursement for all pre-approved expenses reasonably incurred in the performance of Services.

- c. Payment. For the described services and deliverables, Mauell proposes the following payment milestones:
- i. Customer shall deposit 50% of Total Contract Amount with Vendor on the signing of an Agreement which will be applied to invoicing for materials and services.
 - ii. Customer shall make final payment of 50% of Total Contract Amount, plus any unpaid balance of the Agreement Sum, unpaid balances of Change Orders, and adjustments to the estimated amounts noted in this Proposal. Payment will be due upon completion of the Work by Mauell

4. WORK PRODUCT AND LICENSE

- a. Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- b. Ownership. Consultant agrees to assign and does hereby assign to Company all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Company and Consultant will not have any rights of any kind whatsoever in such Work Product. Consultant agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require or desire to perfect Company's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the Company's prior written consent. All Work Product shall be promptly communicated to Company.
- c. License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and Company is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Company deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. CONFIDENTIAL INFORMATION

- a. Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Parties business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by the Parties either directly or indirectly in writing, orally or visually, to the Parties. Confidential Information does not include information which: (i) is in or comes into the public domain without breach of this Agreement by the Consultant, (ii) was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use, (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or (iv) is independently developed by the Consultant without use of any Confidential Information of the Company.
- b. Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Company, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.
- c. Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, Consultant will deliver to Company all of Company's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

9. FORCE MAJEURE

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of thirty (30) calendar days, either Party shall have the right to terminate this Agreement upon seven (7) calendar days' prior written notice to the other Party.

10. NON-PUBLICITY

Each of Company and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. ASSIGNMENT

The Services to be performed by Consultant hereunder are personal in nature, and Company has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provisions.

13. NOTICES

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Marshall County Fiscal Court, 1101 Main Street, Benton, KY 42025
- b. Mauell Corporation, 31 Old Cabin Hollow Rd., Dillsburg, PA 17019

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

14. GENERAL

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

15. SURVIVAL OF PROVISIONS

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6, 7, 8, 10, 11 and 14 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

CONFIRMATION OF ACCEPTANCE

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of:
MARSHALL COUNTY FISCAL COURT


By: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of:
MAUELL CORPORATION

By:  _____

Name: Gary M. Suchy, Sr.

Title: President/CEO

Date: 8 / 29 / 19