

PROFESSIONAL SERVICES CONTRACT FOR CONSULTATION SERVICES

This agreement, entered into as of this ___ day of _____ 2000, by and between the City of Gahanna (hereinafter referred to as the "City") and Fishel Technologies (hereinafter referred to as the "Consultant"), 181 0 Arlington Lane, Columbus, Ohio, 43228.

ARTICLE I – SCOPE OF SERVICE

The consultant agrees to provide the services specified in the Scope of Work defined in "Exhibit A".

ARTICLE II – TIME OF PERFORMANCE

Work shall commence upon execution of this contract and be completed no later than sixty (60) days after execution of this contract. These time frames may be adjusted upon mutual agreement of both parties. Such agreements shall be in written form as an amendment to this contract.

ARTICLE III – CITY RESPONSIBILITIES

A. The City shall accomplish the following:

1. Assist the Consultant by placing at its disposal all available information pertinent to the Scope of Service for this project.
2. Use its best efforts to secure release of data applicable to the project held by others.
3. Give prompt written notice to the Consultant whenever the City observes, or otherwise becomes aware of any fault or defect in the project or non-conformance with this Agreement.
4. The City will provide initial interface and assist the Consultant in getting acquainted with the primary points of contact for other agencies, businesses, governmental agencies and City employees as necessary,

B. The Consultant shall accomplish the following:

1. Give prompt notice to the City whenever the Consultant observes, or otherwise becomes aware of any fault or deficit in the project or any non-conformance with the Agreement.
2. Remit to the City after the termination or completion of the Consultant's services all files and documents pertaining to the project that have been obtained or produced.
3. Submit all required documentation within the minimum required time frames.

4. Observe strict confidentiality in relations with all other parties regarding any information that may be considered proprietary and within the scope of law.

ARTICLE IV – COMPENSATION

The Consultant will be paid an amount not to exceed \$30,000.00 upon completion of work performed in the Scope of Services. The Consultant will invoice the City as the Scope of Services is completed and only if an invoice becomes necessary. The City agrees to pay within 30 days of receipt of a valid invoice. A valid invoice will identify what Scope of Services have been completed and produce shall be determined prior to payment. An itemization of all reimbursable expenses must be documented and include a copy of all receipts.

ARTICLE V – TERMINATION

It is agreed the City may cancel or terminate this Agreement at any time by written notice to the Consultant.

ARTICLE VI – CHANGES

The City may, from time to time, require changes in the Scope of Services by the Consultant to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Consultant shall be incorporated by written amendment to the Agreement. The Consultant shall charge for said additional services. No payment shall be made by the City to the Consultant for any work which does not have such an amendment incorporated into this Contract by mutually signed agreements.

ARTICLE VII – GOVERNANCE

This agreement shall be governed by the laws of the State of Ohio.

ARTICLE VII – INSURANCE

The Consultant shall be responsible for his/her own protection/insurance from claims under workers compensation acts, claims for damages because of bodily injuring including personal injury, sickness or disease or death of an and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.

The Consultant shall be responsible for his/her own protection/insurance from auto claims, property damage claims and personal injury claims.

ARTICLE IX – INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the City of its respective officers, agents, and employees against all suites or claims that may be based upon any injury to persons or property that may arise out of any error, omission or negligent act of the Consultant, and the Consultant shall, at its own expense, defend the City in all

litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgements as may be obtained against the City or any of their officers, agents, and employees.

In Witness Thereof, the parties hereto have executed this Agreement in triplicate originals on the day and year here above written.

The City of Gahanna
BY: _____

Fishel Company
BY: _____

APPROVAL OF DEPARTMENT/DIVISION HEAD MANAGING CONSULTANT/SERVICES

Division Head

Department Head

EXHIBIT A
SCOPE OF SERVICES

The Fishel Company proposes to investigate and identify the type or types of telecommunication connectivity system(s) necessary for the City of Gahanna. This study will recognize all the needs of the entire community as a whole and seek to maximize all benefits associated with telecommunication technology. This research and planning will involve several different aspects including:

1. Conducting a needs analysis through discussion with City Council, Department Heads, School Officials, Township Leaders and other selected participants to determine candidates, stakeholders, and to identify available resources along with multiple options.
2. Evaluate the different Economic Development tools associated with connectivity systems including network development for industrial district and business districts for all competitive access carriers.
3. Determine options for revenue generation possibilities involved with connectivity systems.
4. Provide right-of-way management options and recommendations concerning current aerial fiber builds and relocation of existing aerial lines, including route maps of competitive access carriers, as identified on existing poles.
5. Recommend different connectivity systems management options and issues.
6. Provide cost compensation recommendations for City of Gahanna
 - Compensation based on Gross Revenue, per foot compensation, etc.
7. Act as liaison between Competitive Access Carriers and City of Gahanna to establish partnerships for fiber, construction or network connectivity plans.
8. Provide a recommendation for connection of all required municipal services to include the following;
 - A. Police
 - B. Fire
 - C. Water
 - D. Sewer
 - E. City Parks
 - F. Highway System
 - G. Schools
 - H. Townships
 - I. Municipal: LAN Networking
 - J. Business/Industry

9. Fishel will locate premise equipment in all City facilities where required to ensure proper floor space, power, environmental conditions, etc.
10. Provide an overall recommendation for network deployment of a fiber optic conduit system to include route and methodology.

The Fishel Company will prepare a report concerning the preliminary budget and cost of construction of such a recommended system. The needs analysis will be submitted in written format and may be used for the basis of bid proposal, if so concluded.