

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-114**

**A RESOLUTION APPROVING A MAINTENANCE AGREEMENT
FOR MADISON COUNTY EXISTING P25 RADIO SYSTEM**

WHEREAS, Madison County Emergency Management Agency (EMA)/Chemical Stockpile Emergency Preparedness Program (CSEPP) ("Madison County") wishes to enter into a contract with AMK Services, LLC ("AMK") for Madison County Existing P25 Radio System; as planned and budgeted through the Federal CSEPP; and

WHEREAS, AMK agrees to provide Madison County with repair and maintenance services relating to Madison County's current radio system equipment, as set forth in the Agreement; and

WHEREAS, Madison County agrees to purchase these services in accordance with the terms and conditions in the attached Agreement, to retroactively go into effect September 1, 2023;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Buthin, seconded by Hayden.

Vote:

Yes

No

Judge Executive Reagan Taylor
Magistrate James Brian Combs
Magistrate Stephen Lochmueller
Magistrate Billy Ray Hughes
Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:

R-29
Reagan Taylor
Madison County Judge Executive

9-12-2023
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

9-12-2023
Date

Maintenance Agreement

for Madison County

Existing P25 Radio System

Prepared by: AMK Services, LLC

16 August 2023



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THIS MAINTENANCE CONTRACT ("Agreement") is entered into on the 1st day of September 2023, by and between Madison County ("Customer") located at 560 S. Keeneland Drive, Richmond, KY 40475 and AMK Services LLC ("Contractor"), located at 9291 Crouse Willison Road, Johnstown, Ohio 43031, USA.

- WHEREAS, Contractor provides and markets its Services (as hereinafter defined) and is interested in and is willing to supply the Services to Madison County and,
- WHEREAS, the Customer wishes to purchase the Services from Contractor and,
- WHEREAS, the Contractor wishes to establish terms and conditions under which the particular Services will be purchased by the Customer.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, prices negotiated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and Customer agree as follows:

1. PRELIMINARY MATTERS

1.1 DEFINITIONS

- Madison County 560 S. Keeneland Drive, Richmond, KY 40475 shall be referred to as “Customer.”
- AMK Services, LLC shall be referred to as “AMK” or “Contractor.”
- “Documentation” shall mean those visually and/or machine-readable materials in both English and foreign languages, developed by or for Contractor, and published by Contractor for the Services, and revisions or additions thereto or replacements or combinations thereof.
- “Parties” shall mean, collectively, Customer and Contractor.
- “Equipment” shall mean the Madison County hardware, equipment, and other items covered by this Agreement and identified in Section 2.4 of this Agreement.
- “Services” shall mean those services provided by the Contractor pursuant to Section 2.3 of this Agreement.
- “Software” shall mean those Product(s) or portions thereof consisting of computer software programs, software utilities, source code or object code covered by this Agreement.
- “Normal Business Hours” are defined as 8:00 am to 5:00 pm local time Monday through Friday excluding Contractor defined holidays.

2. GENERAL PROVISIONS

2.1 SCOPE OF AGREEMENT

During the term of this Agreement ("Term"), AMK agrees to provide Madison County with repair and maintenance services relating to Madison County's radio system equipment, as set forth in this Agreement. This agreement is for infrastructure and subscriber equipment. Madison County agrees to purchase these Services in accordance with the terms and conditions of this Agreement.

2.2 TERM

This Agreement shall commence on the above written date and shall continue until final acceptance of the NEW P25 Radio System. Once the New P25 Radio System is accepted a New Warranty/Maintenance Contract will take over. Madison County may notify AMK, in writing, at least sixty (60) days prior to the end of the then term in effect that the Agreement is not to be renewed, or if AMK notifies Madison County, in writing, at least sixty (60) days prior to the end of the then term in effect that the Agreement is not to be renewed. The rate charges specified in this Agreement, as amended from time to time, shall be in effect for each renewal period unless otherwise agreed to in writing by AMK Services and attached hereto as an Amendment.

2.3 MAINTENANCE SUPPORT (HARDWARE/SOFTWARE)

2.3.1 On-Call Services 24/7

2.3.1.1 On-call Emergency Response

On-call Emergency Response is provided on a 24/7/365 basis. AMK will be your single point of contact for all calls related to the service and support of the system. Upon detection of a system alarm condition requiring immediate dispatch, the local on-call technician will initiate a service ticket and begin the troubleshooting process.

2.3.1.2 Remote Diagnostics

Madison County's P25 radio system can be monitored in real-time, 24x7x365, by the Remote Network Monitor (RNM) via a Secure VPN /GRE tunnel connection to the network. Skilled technicians can manage the security of the radio system network, ensuring quick identification of existing or potential network security issues, as well as rapid response to correct the issue – all resulting in reduced system downtime and minimal impact on system users. The local technician will continuously monitor the RNM or receive alarms to their cell phone via text and email for immediate critical alarms to respond immediately to the situation.

2.3.1.3 On-site Infrastructure Response

Leveraging the IP nature of P25, our technical personnel will utilize system tools such as the Remote Network Monitor (RNM) via a Secure VPN /GRE tunnel connection to the network, to troubleshoot and begin the repair process. If a local technician is necessary to continue the repair locally and restore communications, the technician will arrive on-site to provide restoration. When the local technician arrives on-site, the technician will continue the troubleshooting process. During all actions the service ticket is updated with date/time of actions taken and results of those actions until such time as the problem is fully resolved and the ticket is closed. Madison County's spare parts will be

used to repair any defective parts. If Madison County does not have a working spare for the defective part AMK will work with L3Harris to procure equipment for the repair.

AMK Services will meet the service levels and response times throughout the maintenance periods. These service levels are listed below in **Error! Reference source not found.**

Critical maintenance affecting service is provided on a 24x7x365 basis. Routine, non-critical maintenance will be performed during regular business hours Monday-Friday. The maintenance will be coordinated with the appropriate Madison County resources before completing the work.

Figure 1. Failure Levels

Security Level	Type of Equipment	Response Time
Severity Level 1 (Catastrophic)	➤ 50% of dispatching capability is inoperable	<u>24x7x365</u> Within one (1) hour during normal working hours (8AM to 5PM Monday through Friday); and within two (2) hours between the hours of 5PM and 8AM, weekends and holidays.
Severity Level 2 (Major Outages)	➤ Any site inoperable ➤ 25% of NSC Equipment inoperable ➤ 25% of site channels inoperable ➤ 25% of dispatching capability is inoperable ➤ Any major alarm that is leading to an inoperable state of 25%	<u>24x7x365</u> Within two (2) hour during normal working hours (8AM to 5PM Monday through Friday); and within four (4) hours between the hours of 5PM and 8AM, weekends and holidays.
Severity Level 3 (System Impaired)	➤ Moderate issues that prevent Customer's normal use of Equipment. ➤ Single site channel or subsystem inoperable (single region) ➤ Individual dispatch control stations inoperable	<u>24x7x365</u> Within four (4) hour during normal working hours (8AM to 5PM Monday through Friday); and within eight (8) hours between the hours of 5PM and 8AM, weekends and holidays.
Severity Level 4 (Work Performed Later)	➤ Minor alarms that do not prevent or prohibit use of Equipment ➤ Operational, parts, and configuration questions ➤ Intermittent problems being reviewed or monitored that are not resulting in a Severity Level 1, 2 or 3 issue ➤ Scheduled or routine maintenance ➤ Administrative issues ➤ Preventive maintenance	<u>Next Business Day</u> Upon mutual agreement by customer and contractor. This is considered scheduled/planned work.

2.3.1.4 Escalation Procedures

The following step-by-step process is an example of AMK Services' incident management procedures. This incident management plan is customizable to better meet the needs of the County.

The following step-by-step process is an example of AMK Services incident management procedures. This incident management plan is customizable to better meet the needs of Madison County.

- a. **Step 1 – Local Technician:** Customer's single point of contact notifies the AMK Services on-call technician by placing a call to one of the following dependent on how local service personnel are notified:
- Madison County calls the AMK Services provided number that alerts the on-call technician. The telephone number remains constant and the call forwards to the on-call technician.
 - If after fifteen minutes the on-call technician doesn't respond to the call, AMK provided answering service will escalate call through proper AMK channels.

2.3.1.5 Mobile Equipment Maintenance

Mobile equipment is defined as vehicular mounted radios, personal portable radios, vehicular repeaters, portable radio chargers, and other mobile equipment, all as listed in Addendum II, equipment list.

Mobile equipment shall be serviced at the customer building where the vehicle is normally assigned, at the vehicle's work location, County facility, or at a Subcontractor's authorized service facility during normal working hours as mutually agreed upon by contractor and customer. All mobile service requests must be responded to within two (2) working days of the receipt of the repair request. If the mobile radio cannot be repaired within two (2) hours from the beginning of a service action, the radio unit shall be replaced, if requested, with a customer-provided spare unit.

Emergency on mobile equipment, if requested, will be performed at the rate for demand service set forth in Figure 3.

2.3.1.6 Preventive Maintenance

Scheduled preventive maintenance services include periodic preventive maintenance as well as the annual operational testing and alignment recommended for each component of the system.

AMK Services will work with Madison County to customize a preventive maintenance plan. At a minimum, we will perform the following-

- Site Walks
- Physically inspect all equipment
- Remove any oil, dust, clean filters (if applicable), perform corrosion control on equipment
- Measure, record, align, and make all applicable equipment parameter adjustments in accordance with our recommended preventive maintenance procedures.
 - Receive Frequency
 - Receive sensitivity
 - Transmitter Frequency
 - Transmitter Deviation
 - Audio output levels

- Transmitter Power
- Software Updates
- Provide Madison County documentation

2.3.1.7 Maintenance Scheduling

It is important that any preventive maintenance activities minimize disruption to Madison County radio users. In most cases, preventive maintenance activities have very little, or no impact on the users. However, where any degree of service disruption may occur due to a preventive maintenance activity, AMK will work with Madison County to schedule the activity in advance. This process ensures that all preventive maintenance work is completed in an agreed upon timeframe, and in a controlled manner minimizing any disruption to the users and the radio communications system. In addition to the annual comprehensive operational test and alignment of the system, technicians perform periodic on-going scheduled maintenance activities to ensure optimal performance for the users.

If required, a written summary of all planned preventive maintenance activity to include a description of the type, locations, dates, and approximate times of each planned maintenance activities can be provided.

2.3.2 Depot Level Repair and Return

AMK Services is a L3Harris Authorized Service Center (ASC) and can often repair most items in-house with our certified staff. Our technicians can repair a large percentage of radio and infrastructure equipment on-site, decreasing turn-around time. Additionally, AMK Services has a long-standing relationship and access to the L3Harris Depot Repair and Return Facility in Forest, Virginia. Whatever the problem, AMK Services has certified technicians and access to other Depot Level Repair facilities to provide the repair and return process Madison County requires.

Depot Repair pricing includes AMK shipping the faulty equipment to the Repair and Return Depots for both the primary equipment associated L3Harris P25 infrastructure as well as the microwave equipment. Should a failure occur, AMK will:

- Remove the faulty Equipment
- Use the Customer's purchased spares to replace faulty Equipment
- Ship the Equipment to the proper repair facility
- Re-install the equipment upon return
- Shipping costs will be provided by AMK

2.3.3 Maintenance Exclusions

The items below are specifically excluded from coverage on the contracted Maintenance Agreement. The County may request services on these items at the then current Demand Services Rates.

- Batteries of any type or equipment location. Batteries are considered a consumable item and are not covered by this agreement. Optional battery maintenance plans are available.
- Console Personal Audio Accessories (headset, earpiece)

- Any UPS or power conditioning equipment not provided and installed by Seller is excluded from this agreement.
- Tower Mounted Portions of Tower Top Amplifiers (TTA or TMA) are covered by the Agreement, however, tower work required to access these devices is not covered by this agreement.
- Site Civil Work Items are excluded from this Agreement to include:
 - Tower and Tower Lighting Systems
 - Shelters – including lighting fixtures or bulbs, HVAC systems & Fire Suppression Systems.
 - Fences
 - Roads and surface coverings
 - Landscaping
 - Generators
 - Generator Fuel Tanks
 - Site Electrical Feed
 - Antennas and Antenna Feedlines as well as Cabling from Remote Controller to Desktop Control Stations associated with Desktop Stations/Control Stations/Remote Controllers

2.3.3.1 Antenna Systems Exclusions

The items identified below are covered by Seller during the warranty period if they have been provided and installed by Seller. Following the end of the warranty period, these items are specifically excluded from coverage by this Maintenance Agreement, unless otherwise noted. All Antenna Systems have a (1) one year coverage period.

- Site Antenna Systems – Specifically Excluded are:
 - Antenna Mounted external to the site equipment shelter – including antennas mounted on towers, building tops or other structures.
 - Antenna Feedlines mounted external to the site equipment shelter – including feedlines to antennas as noted above.
 - Microwave System Antennas (dishes) and antenna waveguides are excluded.

2.3.4 Special Conditions

This is a full-time dedicated System Technician position for Madison County, KY. The System Technician may be asked to work on existing radio communications equipment that is not specified in the Fixed or User Equipment in Section 2.4. This shall be considered permissible at no additional cost to Madison County as long as it does not interfere with contractual service request or other scheduled work. The technician will assist in the recovery and repair of such existing radio communications equipment but will accept no ultimate responsibility for equipment other than that which is listed in Section 2.4. These additional Services will be performed AFTER contractual responsibilities for the equipment listed in Section 2.4 have been met and all overtime and parts will be invoiced to Madison County directly.

If overtime is required to accommodate these additional requests, it should be cleared and authorized by Madison County prior to commencing the work. Additional charges directly to Madison County may apply and it should be clearly communicated to the appropriate Madison County representative that additional charges may apply.

2.3.5 Demand Services

“Demand Services” are those service requests that are not included in this Agreement. The installation, removal, reinstallation, or repairs of equipment not associated with repair/maintenance efforts as defined in this Agreement shall be considered Demand Service and be performed by AMK Services following reasonable notice, at the rates listed in this Agreement. Service work made necessary because of abuse, neglect or Acts of God not under the control of AMK is also considered Demand Services. As such, Demand Services will be performed at current hourly rates for Demand Service, plus the purchase of parts. Radio programming will be charged at current radio programming rates. See Figure 3 for current rates, these rates may change over the life of this contract. AMK will give Madison County thirty (30) days of notice before increasing Demand Services rates. Other Demand Service rates (Site Management, Engineering etc.) can be supplied at Madison County request.

2.4 EQUIPMENT AND SITES COVERED UNDER THIS AGREEMENT

2.4.1 EOC Site

Equipment:

- Control Point Equipment
- 10 Channel MASTR V P25 Trunked Repeaters
- Vida Core
- Interop Gateway
- Two Microwave radio links
- Receive Multi-coupler and TTA
- P25 Network Equipment
- NOAA Equipment
- All RF Equipment to include Transmit Combiner

2.4.2 Lex Road Site

Equipment

- 10 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links

- Receive Multi-coupler and TTA
- P25 Network Equipment
- NOAA Equipment
- Conventional Backup Repeaters
- All RF Equipment to include Transmit Combiner

2.4.3 Jolly Ridge Site

Equipment

- 10 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links
- Receive Multi-coupler and TTA
- P25 Network Equipment
- NOAA Equipment
- All RF Equipment to include Transmit Combiner

2.4.4 Berea Site

Equipment

- 10 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links
- Receive Multi-coupler and TTA
- P25 Network Equipment
- All RF Equipment to include Transmit Combiner

2.4.5 Moberly Site

Equipment

- 10 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links
- Receive Multi-coupler and TTA
- P25 Network Equipment
- All RF Equipment to include Transmit Combiner

2.4.6 Old Hwy 25 Site

Equipment

- 10 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links
- Receive Multi-coupler and TTA
- P25 Network Equipment
- NOAA Equipment
- All RF Equipment to include Transmit Combiner

2.4.7 Enterprise Site

Equipment

- 10 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links
- Receive Multi-coupler and TTA
- P25 Network Equipment
- All RF Equipment to include Transmit Combiner

2.4.8 North Bound Site

Equipment

- 10 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links
- Receive Multi-coupler and TTA
- P25 Network Equipment
- Conventional Backup Repeater
- All RF Equipment to include Transmit Combiner

2.4.9 Big Hill Site

Equipment

- 8 Channel MASTR V P25 Trunked Repeaters
- Two Microwave radio links

- Receive Multi-coupler and TTA
- P25 Network Equipment
- All RF Equipment to include Transmit Combiner

2.4.10 911 Center Dispatch location

Equipment

- 11 Symphony Consoles
- 11 Backup Control Stations
- P25 Network Equipment
- Logging Recorder

2.4.11 Berea Backup Dispatch location

Equipment

- 2 Symphony Consoles
- 2 Backup Control Stations
- P25 Network Equipment

3. PRICING

Upon execution of an Agreement, Customer shall pay Contractor four (4) monthly payments. The first monthly payment at the end of September and all subsequent payments are due on the first of each following month for the term of the contract. Contract termination requires 60 days written notification. Contractor will bill Customer for all Demand Services, the cost of any replacement parts or equipment and for equipment associated with tower climbs, area lifts and crane services. Payments shall be overdue if not received within forty-five (45) days of due date. Figure 2 includes monthly pricing for the maintenance period. Figure 3 has our current Demand Services Rates.

Figure 2. Maintenance Pricing

CORRECTIVE & PREVENTATIVE INFRASTRUCTURE MAINTENANCE				
DISPATCH LOCATIONS				
Dispatch 911 Center				
Dispatch Backup Berea				
SITE LOCATIONS				
EOC				
Lex Road				
Jolly Ridge				
Berea				
Moberly				
Old Hwy 25				
Enterprise				
North Bound				
Big Hill				
	September	October	November	December
TOTALS:	\$52,083	\$52,083	\$52,083	\$52,083

Figure 3. Demand Services Rates

Demand Service Rates			
Type of Service	Normal Working Hours		Outside Normal Working Hours
System Technician	\$	115.00	\$ 172.50
Sr. System Technician	\$	125.00	\$ 187.50
Engineer	\$	160.00	\$ 240.00
Sr. Engineer	\$	175.00	\$ 262.50
Network Engineer	\$	160.00	\$ 240.00
Program Manager	\$	195.00	\$ 292.50
Radio Programming	\$	35.00	\$ 50.00

4. REPRESENTATIONS AND WARRANTIES

4.1 BY CONTRACTOR

Contractor warrants that all Services performed hereunder will have a one (1) warranty and be done in an efficient and workmanlike manner. Any defective or faulty work by Contractor shall be corrected by Contractor in a timely fashion at Contractor's own expense. AMK further warrants that equipment furnished by AMK hereunder shall be new and of good quality, unless otherwise specified, will be free from defects in title, and will be furnished with all users or operator's manuals and other Documentation supplied with the equipment shall contain any warning notices required by any regulatory or testing bodies together with all warranties given by the manufacturer of such equipment. Contractor also warrants that it will comply with all laws, statutes, rules and regulations applicable to the performance of any Services performed hereunder. AMK shall not discriminate in the employment of persons engaged in the performance of this Agreement due to such person's race, color, national origin, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law.

4.2 BY CUSTOMER

Customer warrants that it will allow Contractor to perform the Services hereunder without any interference and in a continuous and proper sequence, and will not delay any decisions to make on its part. Customer also warrants that all of its sites upon which Contractor will perform its Services will be ready and accessible by Contractor, and such sites will be free from contamination and hazardous materials of any kind.

5. RADIO SYSTEM INTERFERENCE

Radio systems are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of AMK such as motor ignition and other electrical noise as well as interference from other users assigned by the FCC to the same or adjacent frequencies. AMK cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such foregoing interference and noise can be minimized by the addition of corrective devices (at Customer's expense) adapted for particular locations and installations. AMK will investigate interference complaints and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. AMK does not assume responsibility for signal strength unless the deficiency is the result of substandard equipment furnished by the Contractor and not altered or neglected by Customer. If, due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by AMK upon request of, and at the expense of, Customer.

6. LIMITATION OF LIABILITY

The total liability of Contractor including its subcontractors or suppliers, on any and all claims shall not exceed the price allocable to the equipment or Service which gives rise to the claim. This Section titled "Limitation of Liability" shall apply notwithstanding any other provisions of this Agreement and shall expiration or termination of this Agreement.

7. INDEMNITY

The acts and omissions of the Customer's employees, representatives, subcontractors, guests, invitees or agents of any kind or tier shall be deemed to be those of the Customer. The Customer shall indemnify and hold harmless Contractor and its members, managers, officers, and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind (collectively "Costs") by reason of injury to or death of any person or damage to or destruction of property arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Customer. The Customer shall not be responsible for any such Costs caused by the sole negligence or sole willful misconduct of Contractor, its members, managers, officers, and employees. In the event a claim is filed against Contractor for which the Customer is to be responsible under this provision, Contractor shall promptly notify the Customer in writing of such claim and Customer shall resolve such claim in a prompt and efficient manner.

8. INSURANCE

Upon Customer's written request, AMK shall furnish Customer with certificates of insurance showing that AMK carries General Liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) and which certificates of insurance shall name Customer as an additional insured.

9. CONFIDENTIALITY

In regard to technical and other information exchanged during the performance of this Agreement between the Customer and Contractor, which such information has been marked and identified as "confidential" by the party producing such information (the "Disclosing Party"), the party receiving the confidential information (the "Receiving Party") shall regard and preserve as confidential and proprietary all such information. Receiving Party will not, without prior written consent from the Disclosing Party, disclose to any person or use for its own benefit any such information. This undertaking by Receiving Party shall survive the term and termination of this Agreement. Receiving Party shall take all necessary precautions to ensure that all of its employees and employees of its agents treat such material and information as confidential and do not divulge such material. All such material provided to Receiving Party remains the property of Disclosing Party and shall not be reproduced in any manner except as required for performance of this Agreement.

The Parties agree that the Receiving Party shall have no confidentiality obligations with respect to information, which:

- a. Is or falls into the public domain through no wrongful act of the Receiving Party;
- b. Is approved for release by the written authorization of the Disclosing Party; or
- c. Is required to be disclosed by law provided, however, that in the event of a proposed disclosure pursuant to this subsection, not less than ten (10) days' prior written notice is given to the Disclosing Party before such disclosure is made.

Disclosing Party warrants that it has unrestricted right to disclose any information it submits to Receiving Party under this Agreement free of all claims by any other party. Disclosing Party further warrants that the performance of this Agreement will not breach or conflict with any agreements between Disclosing Party or other Party.

10. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, blackouts, or embargoes. Any obligation of AMK or the Customer under this Agreement will be postponed until the cause underlying the force majeure has been eliminated at which time the obligation will again be in effect. Any loss of time by the force majeure will not be held against the party who was unable to comply with obligations under this Agreement because of the force majeure. Either AMK or the Customer shall immediately notify the other party in writing if a force majeure event delays performance and shall state the revised date for performance.

11. MISCELLANEOUS

11.1 PARTIAL INVALIDITY, HEADINGS

If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding same, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The headings of each section of this Agreement are provided for convenience only. If any conflict of interpretation arises between a heading and the text of this Agreement, the text will control.

11.2 NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been duly given upon being delivered personally or upon receipt when mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative/address for which notice was provided pursuant to this section.

Madison County, KY
560 S Keeneland Drive
Richmond, KY 40475

AMK Services LLC
Greg Graham
9291 Crouse Willison Road
Johnstown, OH 43031

11.3 GOVERNING LAW:

This Agreement has been executed in the State of Ohio, and for this reason, it shall be construed in accordance with, and governed by, the laws of the State of Ohio. The parties agree that any action brought by a party against another in state court shall be properly venued in the Franklin County Court of Common Pleas in Columbus (Franklin County), Ohio and that any action brought in federal court shall be properly venued in the United States District Court for the Southern District of Ohio, Eastern Division, located in Columbus, Ohio. The parties further agree that they do hereby waive all questions of personal jurisdiction or venue for purposes of giving effect to this provision.

11.4 ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, AMK may assign all of its rights, obligations and liabilities under this Agreement to any subsidiary.

11.5 FINAL AGREEMENT; AMENDMENTS; BINDING EFFECT

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and this Agreement supersedes and replaces all prior Agreements and understandings, either oral or written, regarding the subject hereof. This Agreement cannot be amended, modified or any provisions waived orally. All amendments and modifications must be in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.6 NON-WAIVER

No delay or failure by either party to exercise any rights hereunder and no partial or single exercise of any right shall constitute a waiver of that or any other right. All waivers must be provided in writing by the party waiving their rights under this Agreement

12. AUTHORITY

Each of the parties warrants and represents to the other that it has the full power and authority to execute, deliver, enter into and perform this Agreement, that the execution, delivery and performance hereof has been fully and properly authorized and approved on its part, and that the individual executing and delivering this Agreement on its behalf has been duly authorized, and is fully empowered to do so. All parties acknowledge that they have reviewed this Agreement and that they are signing this Agreement of their own free will and not based on any representations made by the other parties or their agents, other than those set forth herein.

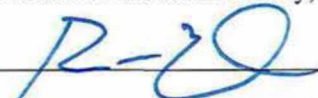
IN WITNESS WHEREOF, the parties have executed this Agreement the day, month and year above mentioned.

Contractor: AMK SERVICES

By:  _____

September 13, 2023

Customer: Madison County, KY

By:  _____
SEPTEMBER 12, 2023