

Sole Source: X Yes No

1. Legal Name of Contractor: AT&T

2. Address: 601 W Chestnut St

3. City, State, & Zip: Louisville, KY 40202

4. Contractor Contact Person: Betty Farmer

5. Phone: 502-561-5962 Email: BF6164@att.com

6. Revenue Commission Taxpayer

7. Federal Tax ID # (SSN if sole pro)

8. Requesting Department: Department of Information Technology

9. Contact Person Name & Telephone: Sandy Sundberg 502-574-3502

10. Not to exceed amount: \$ 1,100,000.00

11. Are expenses reimbursed? No

12. If yes list allowable expenses and maximum amount reimbursable: _____

13. Beginning and ending date of the contract: 07/01/2016 - 06/30/2017

14. Funding Source Operational Budget Federal Funds yes no

15. Scope & Purpose of the contract: _____

AT&T to provide service, part and maintenance for the AT&T DMS100 Centrex Service, AT&T 5ESS Centrex Services, and AT&T Flat Rate Business Lines as used by various agencies within Metro Government and those external agencies supported by Metro Government.

Department Director: [Signature] Date: May 26, 2016
Purchasing Director: [Signature] Date: 5/27/16
County Attorney: [Signature] Date: 6/8/16

The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.

Contractor is registered and in good standing with the Revenue Commission
Human Relations Commission requirements have been met
Insurance requirements have been satisfied
If federally funded, Federal Debarment standing has been verified

Attach all justification documentation to this form, along with signed Written Findings Form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

X _____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.


_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 _____
Requesting Department Director Date

**Mayor Date
**Signature is required only for Written Finding A

 _____
OMB/Purchasing Approval Date

MEMORANDUM

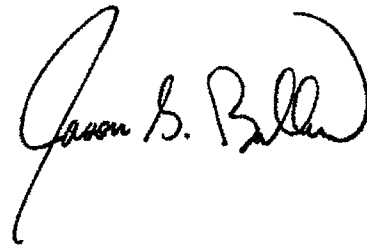
Department of Information Technology

To: Joel Neaveill
Executive Administrator, Purchasing

From: Jason G. Ballard
Director, Department of Information Technology

Subject: Professional Service Contract AT&T

Date: July 1, 2016



Please find attached the PSC documentation and supporting documentation for AT&T. In the Metro area, AT&T is the only provider of service, parts and maintenance for the described systems. This is due to the way the systems are used and configured for Metro Government.

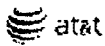
Systems that are being sole sourced:

- DMS100 Centrex
- SESS Centrex
- Flat Rate Business lines

The Department of Information Technology issued an RFP to transition from these legacy systems to new technology, Voice Over Internet Protocol (VoIP). These contracts were awarded to several vendors to begin replacing these legacy proprietary AT&T systems. We estimate that the transition to VoIP should be completed during Fiscal Year 2017.

These PSC documents are not inclusive of EMA/MetroSafe's AT&T expenditures. EMA/MetroSafe will be completing PSC documentation for this request.

I am available if you have any questions regarding this request.



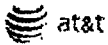
Addendum Agreement

Case Number KY12-3075-04

THE UNDERSIGNED PARTIES, AT&T Kentucky, ("Company") and Louisville-Jefferson County Metro Government ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY03-J473-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate law fully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 1/25/2013.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



Addendum Agreement

Case Number KY12-3075-04

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Louisville-Jefferson County Metro Government

By: Beth Niblock

Authorized Signature

Printed Name: Beth Niblock

Title: CIO

Date: 1/10/13

Company:

AT&T Kentucky

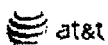
By: Natasha J. Ball

Authorized Signature

Printed Name: Natasha J. Ball

Title: Customer Contracts Specialist

Date: 12/18/2012



Addendum Agreement

Case Number KY12-3075-04
Option 1 of 1

Service description:

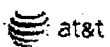
This Addendum Agreement offers an extension to the service period of the Customer's existing BellSouth® Centrex service served from a DMS central office.

This Agreement is effective upon execution and will continue through June 30, 2015.

Two (2) one year renewals after June 30, 2015 of this Agreement may be implemented under the following conditions:

- a) sixty (60) day advanced written notification of the Customer's intent to renew for an additional twelve (12) month period; and
- b) mutual agreement of Company; and
- c) Approval of the Agreement by the Louisville Metro Council.

All terms and conditions of Contract Service Arrangement Agreement KY07-A597-01 apply to this Addendum Agreement unless modified herein.



Addendum Agreement

Case Number KY12-3075-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the current rates, however, pricing is dependent on number of station links per chart in Agreement Notes.	\$.00	\$.00	



Addendum Agreement

Case Number KY12-3075-04
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' PAGES OF Contract Service Arrangement Agreement KY03-J473-00 is modified with the following:

1. Rate tiers are based upon the volume of Centrex Station Links. The volume discount tiers and corresponding Station Link rates are:

Tier	Quantity of Station Links	Monthly Rate per Station Link
1	1-1,499	\$13.05
2	1,500+	\$6.56

Customer's installed service will be reviewed by the Company periodically, or no less than annually on the anniversary date of the signing of this Addendum to determine if the appropriate tier minimum quantity is being maintained. If it is determined that the minimum is not met, then the recurring rates for each rate element will increase to the appropriate discounted rate based on the above schedule.

2. Customer agrees to maintain a minimum base of 1500 Centrex stations until end of contract, 6/30/2015. For the remainder of the Pricing Schedule Term, the Customer may migrate Centrex stations to an alternative AT&T Voice over Internet Protocol (VoIP) service of an equivalent quantity (as solely determined by AT&T), subject to the requirements of this paragraph, without incurring termination liability. Customer agrees to maintain the same minimum base as a combined total of Centrex or the alternative AT&T Voice over Internet Protocol (VoIP) service(s). Such alternative AT&T VoIP service(s) shall be purchased by Customer under separate agreement(s) and includes, subject to availability AT&T Voice DNA, AT&T IP Flexible Reach and/or such other VoIP service(s) that AT&T may, in its sole discretion, offer as an alternative AT&T VoIP service(s) shall be as mutually agreed between the parties in the separate agreement(s), which shall have a term equal to or greater than the remainder of the Pricing Schedule Term. Should Customer migrate all Centrex station to the alternate VoIP service(s) prior to the expiration of the Pricing Schedule term this Pricing Schedule shall immediately terminate.

3. If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 5 (Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).



Addendum Agreement

Case Number KY12-3075-04
Option 1 of 1

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

Rate Change for Kentucky Business Local Lines



Thank you for being an AT&T Kentucky customer. Your business is important to us. In keeping with our ongoing commitment to let you know about upcoming changes to your service or billing, please note that effective on or after July 5, 2013, the monthly rates for the following services will increase as follows:

Description	Rate Group	Old Rate	New Rate
Business Lines and Trunks	1, 2, 3, 4, 5, 13	\$42.15	\$51.00
Business Back-Up Lines	1, 2, 3, 4, 5, 13	\$24.00	\$32.00
Business Public Announcement Service Mass Calling	1, 2, 3, 4, 5, 13	\$27.40	\$33.15
Business Additional Back-Up Lines with Business Plus	All	\$24.00	\$32.00
Business Message Lines	5	\$36.00	\$42.00
E911 Exchange Lines	1, 2, 3	\$47.40	\$56.25
	4, 5, 13	\$45.90	\$54.75
Business Message Trunks	1, 2, 3, 4, 13	\$28.00	\$36.00
Additional Business Message Trunks	1, 2, 3, 4, 13	\$23.00	\$36.00
	5	\$31.00	\$36.00

For questions regarding these changes, please call your AT&T Kentucky representative at the number on your bill. Thank you for choosing AT&T Kentucky.

LG31969
HP-SBALK

Description	Old Rate	New Rate
Interoffice Channels - Wired Music - Series 6000 3.0 kHz Types 6211 & 6215 - Fixed	\$118.60	\$142.30
Interoffice Channels - Wired Music - Series 6000 3.0 kHz Types 6211 & 6215 - 1 thru 8 Miles	\$7.20	\$8.60
Interoffice Channels - Wired Music - Series 6000 3.0 kHz Types 6211 & 6215 - 9 thru 25 Miles	\$7.20	\$8.10
Interoffice Channels - Wired Music - Series 6000 3.0 kHz Types 6211 & 6215 - > 25 Miles	\$6.80	\$7.90
Interoffice Channels - Wired Music - Series 6000 5.0 kHz Types 6212 & 6216 - Fixed	\$198.40	\$218.10
Interoffice Channels - Wired Music - Series 6000 5.0 kHz Types 6212 & 6216 - 1 thru 8 Miles	\$15.20	\$17.60
Interoffice Channels - Wired Music - Series 6000 5.0 kHz Types 6212 & 6216 - 9 thru 25 Miles	\$15.10	\$16.90
Interoffice Channels - Wired Music - Series 6000 5.0 kHz Types 6212 & 6216 - > 25 Miles	\$14.60	\$16.60
Interoffice Channels - Wired Music - Series 6000 8.0 kHz Types 6213 & 6217 - Fixed	\$277.90	\$305.20
Interoffice Channels - Wired Music - Series 6000 8.0 kHz Types 6213 & 6217 - 1 thru 8 Miles	\$23.50	\$26.10
Interoffice Channels - Wired Music - Series 6000 8.0 kHz Types 6213 & 6217 - 9 thru 25 Miles	\$22.90	\$25.90
Interoffice Channels - Wired Music - Series 6000 8.0 kHz Types 6213 & 6217 - > 25 Miles	\$22.60	\$25.40
Optional Features and Functions - Bridging - Voice Grade Bridges - Voice - Two-Wire	\$93.10	\$100.30
Optional Features and Functions - Bridging - Voice Grade Bridges - Voice - Four-Wire	\$108.80	\$112.80
Optional Features and Functions - Bridging - Voice Grade Bridges - Data	\$155.60	\$156.90
Optional Features and Functions - Conditioning - C-Type Conditioning	\$8.10	\$9.70
Optional Features and Functions - Conditioning - D-Type Conditioning	\$8.10	\$9.70
Optional Features and Functions - Signaling Arrangements - Type A (0-199 ohms) & Type B (200-899 ohms)	\$25.40	\$28.50
Optional Features and Functions - Signaling Arrangements- Type C (900 or more ohms)	\$12.50	\$14.00
Optional Features and Functions - Signaling Arrangements- Ringdown-Manual Type	\$47.10	\$56.50
Optional Features and Functions - Signaling Arrangements- Ringdown-Automatic Type	\$51.70	\$57.80
Optional Features and Functions - Signaling Arrangements- E&M Type	\$46.20	\$55.40

For questions about these changes, please call your AT&T Representative at the toll-free number on your bill.

Thank you for choosing AT&T Kentucky.

Rate Change for Analog Private Line Service



Thank you for being an AT&T customer. Your business is important to us. In keeping with our ongoing commitment to let you know about upcoming changes in your service or billing, please note that effective on or after July 1, 2013, the month-to-month rates for Analog Private Line service will increase as provided below.

Description	Old Rate	New Rate
Local Channels - Voice Grade - Per Point of Termination - Voice - Type 2230	\$235.20	\$261.10
Local Channels - Voice Grade - Per Point of Termination - Voice - Type 2231	\$142.20	\$170.60
Local Channels - Voice Grade - Per Point of Termination - Voice - Type 2432	\$257.00	\$308.40
Local Channels - Voice Grade - Per Point of Termination - Voice - Type 2434	\$56.30	\$67.60
Local Channels - Voice Grade - Per Point of Termination - Voice - Type 2261	\$188.20	\$225.80
Local Channels - Voice Grade - Per Point of Termination - Voice - Type 2462	\$282.90	\$339.50
Interoffice Channels - Sub Voice Grade - Series 1000 - Fixed	\$118.60	\$120.40
Interoffice Channels - Voice Grade - Series 2000 - Fixed (Types 2230, 2231, 2432, 2434, 2435, 2261 & 2462)	\$171.20	\$205.40
Interoffice Channels - Voice Grade - Series 2000 - Per Mile	\$10.30	\$12.40
Interoffice Channels - Voice Grade - Series 2000 - Fixed (Types 2463 & 2464)	\$118.60	\$142.30
Interoffice Channels - Voice Grade - Series 2000 - Per Mile	\$6.80	\$8.20

**AGREEMENT
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY SERVICES**

THIS CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its DEPARTMENT OF TECHNOLOGY SERVICES, herein referred to as "METRO GOVERNMENT" or "CUSTOMER", and BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY, with offices located at 601 West Chestnut Street, Louisville, Kentucky 40203, herein referred to as "AT&T KENTUCKY" or "CONTRACTOR",

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase service for the AT&T DMS100 Centrex Service, AT&T 5ESS Centrex Services, and AT&T Flat Rate Business Lines and miscellaneous related Services as used by various Metro Government agencies, both internal and external (the Services); and

WHEREAS, AT&T Kentucky currently provides the Services pursuant to the Contract Service Arrangement Agreements (the CSAs) dated March 16, 2004, December 14, 2004 and August 20, 2007, between AT&T Kentucky and Metro Government and attached hereto as Attachment A.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Contractor shall, at the request of the Metro Government, provide the Services under the terms of this Agreement.

B. If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the Services required of this Agreement, then Contractor shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro

Government make available its resources without the full consent and understanding of both parties.

- C. The Services of Contractor shall include but not be limited to the following:
 - 1. Service, parts and maintenance for the AT&T DMS100 Centrex Service, AT&T 5ESS Centrex Services, AT&T Flat Business Rate Lines as used by various Metro Government agencies, both internal and external, as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for services rendered pursuant to and as described in Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00)**.

B. Payment shall be made pursuant to the schedule in Attachment A.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

III. DURATION

A. This Agreement shall continue through and including June 30, 2015.

- B. Auto-renewal of this Agreement may be implemented under the following conditions:
- a) sixty (60) day advanced written notification of the Customer's intent to renew for an additional twelve (12) month period; and
 - b) mutual agreement of Company; and
 - c) Approval of the Agreement by the Louisville Metro Council.

C. If Metro Government cancels this Agreement at any time prior to the expiration of the service period set forth in the Contract Service Arrangement Agreement, Metro Government shall be responsible for all termination charges. Unless otherwise specified by the tariff or service guide, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by AT&T

Kentucky and Metro Government set forth in the Contract Service Arrangement Agreement (Attachment A).

D. If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 5 (Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) It will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

IV. AUDIT RIGHTS

(a) Subject to AT&T Kentucky's reasonable security requirements and not more than once every twelve (12) months, Metro Government may, at its own expense, review AT&T Kentucky's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T Kentucky's invoices to Metro Government. Metro Government may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T Kentucky's Confidential Information. Metro Government shall cause any person retained for this purpose to execute a non-disclosure agreement provided by AT&T Kentucky. Such reviews shall take place at a time and place agreed upon by the parties. Metro Government's normal internal invoice reconciliation procedures shall not be considered a review of AT&T Kentucky's relevant billing records for purposes of this Section.

(b) AT&T Kentucky shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Metro Government in the form of a credit as soon as reasonably practicable under the circumstances.

(c) AT&T Kentucky shall cooperate in any Metro Government billing review, providing AT&T Kentucky billing records as reasonably necessary to verify the accuracy of AT&T Kentucky's invoices. AT&T Kentucky may redact from the billing records provided to Metro Government any information that reveals the identity or non-public information of other AT&T Kentucky customers or other AT&T Kentucky Confidential Information that is not relevant to the purposes of the review.

V. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with Attachment B attached hereto.

VI. THIRD PARTY CLAIMS

(a) **AT&T Kentucky's Obligations.** AT&T Kentucky agrees at its expense to defend or settle any third-party claim against Metro Government, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Metro Government under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Metro Government's, its Affiliate's or a User's content; (b) modifications to the Service by Metro Government, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T Kentucky; (c) AT&T Kentucky's adherence to Metro Government's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

(b) **Metro Government's Obligations.** Except as required by law, Metro Government agrees at its expense to defend or settle any third-party claim against AT&T Kentucky, AT&T Kentucky's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Metro Government's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T Kentucky under Section VI(a); (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section VI(a); or (c) alleges a breach by Metro Government, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

(c) **Infringing Services.** Whenever AT&T Kentucky is liable under Section VI(a), AT&T Kentucky may at its option either procure the right for Metro Government to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the Commonwealth of Kentucky, and has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his Immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to

involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement and all Attachments hereto constitute the entire agreement and understanding of the parties with respect to the Services set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements

or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

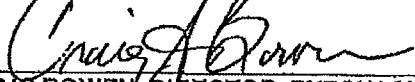
XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY


CRAIG BOWEN, DIRECTOR, PURCHASING
DEPARTMENT

Date: 4/4/2013

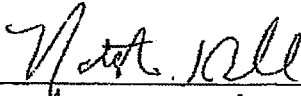
Date: 4/5/13

DEPARTMENT OF TECHNOLOGY SERVICES


BETH NIBLOCK, DIRECTOR

Date: 1/18/13

AT&T KENTUCKY

By: 
Title: Customer Contracts Specialist
Date: 12/18/2012

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

I. INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. **The following clause shall be added to Contractor's (and approved subcontractors) Commercial General Liability Policies:**

1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The

Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

3. **PROFESSIONAL LIABILITY** (Architects and Engineers [A&E]) coverage insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, and **\$2,000,000 aggregate limit**. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
4. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee**.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.