



20130220-8533

Special Service Arrangement Agreement

Case Number KY12-2769-05

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between AT&T Kentucky, ("Company") and Louisville/Jefferson County Metro Government ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as 50% of remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Kentucky.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company



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AT&T Kentucky
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer
Louisville/Jefferson County Metro Government
768 Barret Avenue
Louisville, KY 40202-

9. **Assignment.** Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. **Severability.** In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. **Merger Clause.** Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer 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.
12. **Acceptance.** 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.
13. **Taxes and Fees.** All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. **Risk of Loss or Damage.** All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. **Security Interest.** Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. **Software License.**
 - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
 - B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable



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form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.

- C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.

17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.

- A) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- B) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- C) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- D) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

18. Maintenance.

- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- B) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. At the expiration of the initial term, any requested maintenance would be provided on a time and materials basis, unless the contract is renewed for an additional term.

19. Remedies and Damages Limitations.

- A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL



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FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
22. Confidentiality.
 - A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
 - B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation,



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such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer 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 the undersigned have the authority to bind Customer and Company to this Agreement.
27. (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



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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.

(d) Notice and Cooperation. The party seeking defense or settlement of a third party claim under this Section VI will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the other party.

28. 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 therefore, 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 therefore.

(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 therefore.

(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.

29. 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



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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.



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Offer Expiration: This offer shall expire on: 4/10/2013.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides Rates and Charges along with the Notes for Cassidian and Cisco Public Safety Systems Corporation E911 Public Safety Answering Point (PSAP) equipment and software.

This Agreement is for sixty (60) months.

The service interval will be negotiated.

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

Accepted by:

Customer:
Louisville/Jefferson County Metro Government

Approved as to Form and Legality:

By: *Debbie H. Fox*
Authorized Signature

By: *William P. O'Brien*

Printed Name: Debbie H. Fox

Printed name: William P. O'Brien
Michael J. O'Connell

Title: Executive Director

Title: AEST.
Jefferson County Attorney

Date: 02/22/13

Date: 4/18/2013

Company:
AT&T Kentucky

By: *Donna Bryant-Johnson*
Authorized Signature

Printed Name: Donna Bryant-Johnson

Title: Customer Contracts Specialist

Date: 2-20-13



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, MetroSafe	\$.00	\$10,824.00	
2	NG911 CPE Lease, Sentinel Patriot Sys, Software, MetroSafe	\$.00	\$12,831.00	
3	Maintenance for Sentinel Patriot CPE, MetroSafe	\$.00	\$14,372.00	
4	Required Maintenance for Sentinel Patriot Software, MetroSafe	\$.00	\$6,482.00	
5	Sentinel Patriot Installation, MetroSafe	\$.00	\$3,638.00	
6	NG911 CPE Lease, Aurora, CPE, MetroSafe	\$.00	\$645.00	
7	NG911 CPE Lease, Aurora, Software, MetroSafe	\$.00	\$3,397.00	
8	Required Maintenance for Aurora Software, MetroSafe	\$.00	\$1,019.00	



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RATES AND CHARGES

9	Aurora Installation, MetroSafe	\$.00	\$228.00
10	CiscoUCM, CPE, MetroSafe	\$.00	\$5,511.00
11	CiscoUCM, Software, MetroSafe	\$.00	\$4,261.00
12	CiscoUCM, Hardware Maintenance, MetroSafe	\$.00	\$2,137.00
13	CiscoUCM, Software Maintenance, MetroSafe	\$.00	\$3,648.00
14	CiscoUCM, Installation, MetroSafe	\$.00	\$1,955.00
15	Sentinel Monitor, CPE, MetroSafe	\$.00	\$66.00
16	Sentinel Monitor, Software, MetroSafe	\$.00	\$1,650.00



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RATES AND CHARGES

17	Sentinel Monitor, Software Maintenance, MetroSafe	\$.00	\$53.00
18	Sentinel Monitor, Installation, MetroSafe	\$.00	\$8.00
19	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, Barrett	\$.00	\$7,453.00
20	NG911 CPE Lease, Sentinel Patriot Sys, Software, Barrett	\$.00	\$8,744.00
21	Maintenance for Sentinel Patriot CPE, Barrett	\$.00	\$10,204.00
22	Required Maintenance for Sentinel Patriot Software, Barrett	\$.00	\$4,489.00
23	Sentinel Patriot Installation, Barrett	\$.00	\$2,189.00
24	NG911 CPE Lease, Aurora, Software, Barrett	\$.00	\$1,140.00



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25	Required Maintenance for Aurora Software, Barrett	\$.00	\$506.00
26	CiscoUCM, CPE, Barrett	\$.00	\$1,861.00
27	CiscoUCM, Software, Barrett	\$.00	\$196.00
28	CiscoUCM, Hardware Maintenance, Barrett	\$.00	\$1,019.00
29	CiscoUCM, Installation, Barrett	\$.00	\$450.00
30	Sentinel Monitor, CPE, Barrett	\$.00	\$66.00
31	Sentinel Monitor, Software, Barrett	\$.00	\$1,140.00
32	Sentinel Monitor, Software Maintenance, Barrett	\$.00	\$53.00



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33	Sentinel Monitor, Installation, Barrett	\$.00	\$8.00
34	Sentinel Patriot Installation, Jefferson Cnty Sheriff	\$.00	\$870.00
35	Maintenance for Sentinel Patriot CPE, Jefferson Cnty Sheriff	\$.00	\$1,085.00
36	NG911 CPE Lease, Sentinel Patriot Sys, Software, Jefferson Cnty Sheriff	\$.00	\$1,264.00
37	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, Jefferson Cnty Sheriff	\$.00	\$643.00
38	Required Maintenance for Sentinel Patriot Software, Jefferson Cnty Sheriff	\$.00	\$542.00
39	NG911 CPE Lease, Aurora, Software, Jefferson Cnty Sheriff	\$.00	\$188.00
40	Required Maintenance for Aurora Software, Jefferson Cnty Sheriff	\$.00	\$83.00



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RATES AND CHARGES

41	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, Jeffersontown PD	\$.00	\$983.00
42	NG911 CPE Lease, Sentinel Patriot Sys, Software, Jeffersontown PD	\$.00	\$1,230.00
43	Maintenance for Sentinel Patriot CPE, Jeffersontown PD	\$.00	\$1,174.00
44	Required Maintenance for Sentinel Patriot Software, Jeffersontown PD	\$.00	\$741.00
45	Sentinel Patriot Installation, Jeffersontown PD	\$.00	\$543.00
46	NG911 CPE Lease, Aurora, Software, Jeffersontown PD	\$.00	\$215.00
47	Required Maintenance for Aurora Software, Jeffersontown PD	\$.00	\$96.00
48	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, Anchorage PD	\$.00	\$531.00



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49	NG911 CPE Lease, Sentinel Patriot Sys, Software, Anchorage PD	\$.00	\$417.00
50	Maintenance for Sentinel Patriot CPE, Anchorage PD	\$.00	\$630.00
51	Required Maintenance for Sentinel Patriot Software, Anchorage PD	\$.00	\$349.00
52	Sentinel Patriot Installation, Anchorage PD	\$.00	\$357.00
53	NG911 CPE Lease, Aurora, Software, Anchorage PD	\$.00	\$106.00
54	Required Maintenance for Aurora Software, Anchorage PD	\$.00	\$47.00
55	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, Shively	\$.00	\$645.00
56	NG911 CPE Lease, Sentinel Patriot Sys, Software, Shively	\$.00	\$620.00



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RATES AND CHARGES

57	Maintenance for Sentinel Patriot CPE, Shively	\$.00	\$844.00
58	Required Maintenance for Sentinel Patriot Software, Shively	\$.00	\$447.00
59	Sentinel Patriot Installation, Shively	\$.00	\$380.00
60	NG911 CPE Lease, Aurora, Software, Shively	\$.00	\$133.00
61	Required Maintenance for Aurora Software, Shively	\$.00	\$59.00
62	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, St Matthews PD	\$.00	\$531.00
63	NG911 CPE Lease, Sentinel Patriot Sys, Software, St Matthews PD	\$.00	\$417.00
64	Maintenance for Sentinel Patriot CPE, St Matthews PD	\$.00	\$630.00



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65	Required Maintenance for Sentinel Patriot Software, St Matthews PD	\$.00	\$349.00
66	Sentinel Patriot Installation, St Matthews PD	\$.00	\$357.00
67	NG911 CPE Lease, Aurora, Software, St Matthews PD	\$.00	\$106.00
68	Required Maintenance for Aurora Software, St Matthews PD	\$.00	\$47.00
69	NG911 CPE Lease, Prem Based, Sentinel Patriot Sys, CPE, U of L PD	\$.00	\$645.00
70	NG911 CPE Lease, Sentinel Patriot Sys, Software, U of L PD	\$.00	\$620.00
71	Maintenance for Sentinel Patriot CPE, U of L PD	\$.00	\$844.00
72	Required Maintenance for Sentinel Patriot Software, U of L PD	\$.00	\$447.00



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RATES AND CHARGES

73	Sentinel Patriot Installation, U of L PD	\$.00	\$380.00
74	NG911 CPE Lease, Aurora, Software, U of L PD	\$.00	\$133.00
75	Required Maintenance for Aurora Software, U of L PD	\$.00	\$59.00



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RATES AND CHARGES

NOTES:

1. A termination liability charge will be applicable if the Customer terminates all or any part of the service provided in this Agreement prior to the end of the sixty (60) month service period. The applicable charge is equal to the number of months remaining in the Agreement term multiplied by fifty percent (50%) of the monthly rates.
2. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
3. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
4. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 5 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

5. Company will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Agreement). Where improper grounding is found Company will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.
6. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
7. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
8. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.



Special Service Arrangement Agreement

Case Number KY12-2769-05
Option 1 of 1

9. 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).


1. (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.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

CONTRACT DATA SHEET



PSC Type (check one): New Addendum Sole Source: Yes No

Contractor Information	
1. Legal Name of Contractor:	<u>AT & T</u>
2. Address:	<u>PO Box 9001307</u>
3. City, State, & Zip:	<u>Louisville, KY 40290-1307</u>
4. Contact Person Name & Telephone Number:	<u>Betty Farmer</u>
5. LeAP Supplier #:	_____
6. Revenue Commission Taxpayer ID#:	_____
7. Federal Tax ID # (SSN if sole proprietor):	

Department Information	
8. Requesting Department:	<u>EMA/MetroSafe</u>
9. Contact Person Name & Telephone:	<u>Tonya Sangester 502-572-3452</u>

Contract Information	
10. Not to exceed amount:	<u>\$ 2,800,000.00</u>
11. Are expenses reimbursed?	<u>No</u>
12. If yes list allowable expenses and maximum amount reimbursable:	_____
13. Beginning and ending date of the contract:	<u>July 1, 2014 - June 30, 2015</u>
14. Coding:	_____ - _____ - _____ - _____ - _____
15. Funding Source	<u>Multiple accounts</u> Federal Funds <input type="checkbox"/> yes <input type="checkbox"/> no
16. Scope & Purpose of the contract:	<u>To provide MetroSafe with 911 support, installation and maintenance of every component of the managed 911 solution. Also, provide upgrade to technology that is currently in place</u>

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

Authorizations	
Department Director:	<u></u> Date: <u>08/24/14</u>
Department certifies:	
<input type="checkbox"/>	Funds are available
<input type="checkbox"/>	Contractor is registered and in good standing with the Revenue Commission
<input type="checkbox"/>	Human Relations Commission registration requirements have been met
<input type="checkbox"/>	Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII – Federally Funded Contracts & Agreements
<u></u> Purchasing: Approval of Sole Source Designation	Date: <u>8/5/14</u>
_____ Risk Management: Certifies Insurance requirements satisfied.	Date: _____
_____ County Attorney:	Date: _____
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.	

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
Marian Salanon 8/5/14
OMB/Purchasing Approval Date

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

MEMORANDUM

LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT

TO: Marian Salmon
Purchasing Department

FROM: Debbie Fox, Director 
Emergency Mgmt Agency/
MetroSafe

DATE: June 23, 2014

RE: Request for Professional Services Contract

Louisville Metro Emergency Management Agency/MetroSafe requests the following Professional Services Contracts (PSC) be renewed instead of being put out under a competitive bid for the reasons stated below: AT & \$2,800,000

The City of Louisville's E911 telephony service is a collection of mission critical systems and services with many integrated components that server a total of (8) public safety answering points (PSAP). This total solution approach is the foundation for EMA/MetroSafe current system stability and is critical to processing 911 calls efficiently and reliably.

EMA/MetroSafe is seeking to replace/upgrade the current aging analog E911 system that has been deemed end of life and no longer manufactured. Please consider this request to Sole Source managed 911 services to AT&T .The following bullet points describe the current status of the city's E911 system and delineates the justification for this sole source request:

- AT&T is the County's only authorized 911 local exchange carrier (LEC) and routes 100% of the 911 for Jefferson County
- AT&T is a total solution provider: support, installation, and maintenance of every component of the managed 911 solution are available. This includes 911 call routing, customer premise equipment (CPE), maintenance, and 24X7X365 support with 1 hour response. This one stop approach is critical to eliminating any 'finger-pointing' that may occur when troubleshooting or repair is necessary.
- AT&T has a proven track record of superior reliability (99.9% system uptime since 2007; 0 unscheduled downtime)
- The proposed contract is an upgrade to technology that is currently in place. All interfaces with systems external to the managed solution are currently integrated and covered under an upgrade provision. Any change to the 911 'system' would force a redesign of the current data exchanges with other critical systems and lead to additional significant expense (est. 250-300k).
- This upgrade will leverage existing leased equipment (where applicable), and results in new, stable and supported technology; expansion of services; at a neutral expense impact.