



Addendum to Pricing Schedule

KY18-1591-02  
Case Number KY18-1591-02

201305217621UA  
AT&T MA Reference No. 201305217621UA

CUSTOMER ("Customer")	AT&T ("AT&T")
<p><b>Louisville Jefferson County Metro Government</b> Street Address: 611 W. Jefferson Street City: Louisville State: KY Zip Code: 40202-</p> <p><b>Billing Address</b> Street Address: 611 W. Jefferson Street City: Louisville State: KY Zip Code: 40202-</p>	<p>For purposes of this Pricing Schedule, AT&amp;T means the Service Provider specifically identified herein.</p>
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
<p>Name: Gary Vance Title: Manager Telephone: 502-572-3471 Fax: - - Email: Gary.Vance@louisvilleky.gov Street Address: 410 S 5th Street City: Louisville State: KY Zip Code: 40202-</p>	<p>Name: Kim Rankin Title: Account Manager Telephone: 859-699-0107 Fax: - - Email: kr9465@us.att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7<sup>th</sup> Floor City: Atlanta State: GA Zip Code: 30319</p> <p><u>With a copy to:</u> AT&amp;T Corp. One AT&amp;T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com</p>

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

THE UNDERSIGNED PARTIES, AT&T Kentucky, ("Company") and Louisville Jefferson County Metro Government ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule KY12-2769-05. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.



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Offer Expiration: This offer shall expire on: 1/17/2019.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Edward J. Meiman III</i>	By: <i>Laura Morales</i>
Printed or Typed Name: Edward J. Meiman III	Printed or Typed Name: Laura Morales
Title: Executive Director	Title: Contract Specialist CGI
Date: 11/19/18	Date: 21 Nov 2018

jx507m



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Service description:

**SERVICE:** This Addendum adds additional rate elements to the existing E911 Public Safety Answering Point (PSAP) equipment and software.

**TERM:** This Addendum provides for a sixty (60) month service period from the acceptance of this Addendum by the Company.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Lease - E911 Equipment	\$ .00	\$365.00	WXX3D
2	Lease - Software	\$ .00	\$50.00	WXX3E
3	Lease - Hardware Maintenance	\$ .00	\$76.00	WXX3F
4	Lease - Software Maintenance	\$ .00	\$199.00	WXX3G
5	Lease - Installation	\$ .00	\$155.00	WXX3K
6	Lease - Training	\$ .00	\$10.00	WXX3L
7	Lease - Professional Services	\$ .00	\$108.00	WXX5K



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### RATES AND CHARGES

#### NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' pages of the existing Special Service Arrangement is replaced in its entirety with the following:

1. 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.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
  - damages caused by disasters such as fire, flood, wind, lightning, 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 4 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.

4. 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.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. 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.



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**7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS**

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

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

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

**END OF ARRANGEMENT AGREEMENT OPTION 1**

**Customer:** Louisville Jefferson County Metro Government  
**Prepared by:** Kevin Weitlauf  
**Subject:** E911 PSAP quote

**Quote Detail**

Description	QTY	USOC	Install	Monthly
<b>Custom Entry (KY)</b>				
<i>Description - E911 Addendum KY18-1591-02</i>				
<i>Payment Term - 60 months</i>				
Lease - E911 Equipment	139	WXX3D	\$ -	\$ 365.00
Lease - Software	139	WXX3E	\$ -	\$ 50.00
Lease - Hardware Maintenance	139	WXX3F	\$ -	\$ 76.00
Lease - Software Maintenance	139	WXX3G	\$ -	\$ 199.00
Lease - Installation	139	WXX3K	\$ -	\$ 155.00
Lease - Training	139	WXX3L	\$ -	\$ 10.00
Lease - Professional Services	139	WXX5X	\$ -	\$ 108.00
<b>Total Monthly Cost</b>				<u>\$ 963.00</u>

**Circuit Location Information**

E911 PSAP (KY) - 139 stations

AT&T SouthEast's price quote identifies the various charges applicable for the provisioning of the proposed services; however there are additional charges that may be applicable but cannot be precisely quantified such as taxes, dual relay charges, hearing and speech impairment charges in accordance with the tariffs or other applicable service agreement terms, the Customer will be billed and such charges incurred, and the Customer is responsible for the payment of such charges.

Prepared by: Kevin Weitlauf

Quote Number: BBS1811010001

This quote is based on KY18-1591-02, Federal, State and Local tax not included

The information provided in this quote is proprietary to AT&T SouthEast and is offered solely for the purpose of evaluation. It may not be used for any other purpose without prior written permission from AT&T SouthEast. The quote is subject to the availability of the services set forth above.

<b>Extended Monthly</b>

\$ 50,735.00  
 \$ 6,950.00  
 \$ 10,564.00  
 \$ 27,661.00  
 \$ 21,545.00  
 \$ 1,390.00  
 \$ 15,012.00

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\$ 133,857.00

are miscellaneous  
impaired charges, etc. In  
I will be held responsible

not be disclosed to third  
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