

KENTUCKY INTERACTIVE, LLC

SERVICE LEVEL AGREEMENT

Lexington-Fayette Urban County Government

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SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT ("Agreement") is entered into between the Lexington-Fayette Urban County Government or ("Partner") and Kentucky Interactive, LLC, a Kentucky corporation ("KI") which manages, markets and operates the Commonwealth of Kentucky ("State") e-Government Portal ("Portal") and Finance and Administration Cabinet and the Commonwealth Office of Technology as the State e-Government oversight entity, the (the "e-Government Authority").

This Agreement is subordinate to Kentucky E-Government Master Contract, MA 758 1000000126, ("Master Contract") and is subject to all terms and conditions therein, unless any exceptions to that Master Contract have been specifically approved in writing by the Finance and Administration Cabinet, Department for Material and Procurement Services.

The contractual period will begin on the date it has been signed by both parties.

RECITALS

WHEREAS, pursuant to a document defined below, infra, as the Master Contract, the State has engaged KI to develop a Portal to provide electronic access to government information and transactions at the state and local levels across multiple agencies, boards, and commissions, to residents, businesses and other users; and

WHEREAS, the e-Government Authority, has delegated to KI certain responsibilities, including responsibilities to be fulfilled under this Agreement; and

WHEREAS, the State desires to provide electronic transactions on behalf of the Partner, to users of the Portal, if permitted by the Partner,

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Part I: Terms and Conditions

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define the overall circumstances and responsibilities related to providing various online electronic access and transactions through the Portal at Partner's discretion, to obtain or create certain public records that are maintained in electronic form, or which will in the future be maintained in electronic form, by the Partner.

SECTION 2: Term of Agreement.

This Agreement shall commence on the date it is signed by the parties or on such date specified in this Agreement and shall expire on a date co-terminous with the Master Contract and any subsequent renewals of the Master Contract. This Agreement may be amended by the written agreement of the parties and with the approval of the e-Government Authority. This Agreement shall not extend past the termination of the Master Contract.

SECTION 4: Termination.

At the Partner's option, this Agreement may be terminated for cause separately from the Master Contract upon the occurrence of any of the following:

- i. KI's allowance of unauthorized access prohibited by this Agreement; or
- ii. KI's material breach of any term, provision or condition of this Agreement, which continues uncured for twenty (20) days following written notice and demand for cure unless Partner has in writing approved an extension of time to cure such breach.

At the option of KI and upon 30 days advance written notice to the PARTNER, KI may terminate:

- i. A particular service application if there is insufficient interest in such application demonstrated by the Portal users or subscribers; or
- ii. This Agreement or a particular service for a continuing failure by the Partner to keep the related information updated and available to KI in accordance with the schedule agreed upon by KI and the Partner.

It is understood and agreed by the parties that if any part, term, provision or subject matter of this Agreement is held by the courts to be illegal or in conflict with any law of the this State, in a ruling that is pursued to finality including appeal, then this Agreement shall be reformed by the parties in order to conform to such ruling if at all possible without violating the intent of the Agreement and provided that the economics of the Agreement are, in the opinion of the Portal, still viable. If it is not possible to so conform the Agreement or if in the Portal's opinion, the economics are no longer viable, then the e-Government Authority may permit termination of this Agreement upon application by the Partner. Portal shall not have any right of action due to this event.

SECTION 5: Partner Copyright and Content Non-Supervision Acknowledgment.

The Partner represents to KI that the content materials furnished to KI by the Partner for electronic access on the Portal do not violate any third party's copyright right or intellectual property rights. The Partner acknowledges that KI exercises no control, censorship, or direction over the links the Partner may request to other non-Portal sites that may be made available on the Portal. Further, the Partner acknowledges that KI exercises no control, censorship, or direction over the content of the Partner's public records or text furnished by the Partner to KI or the Portal.

SECTION 6: Assignment.

KI may not assign this Agreement without the prior written consent of the Partner, and such consent shall not be unreasonably withheld by the Partner. Any assignment of this Agreement without the permission of the Partner shall be null and void.

SECTION 7: Notices.

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

To the PARTNER:

Lexington-Fayette Urban County Government

Attn: Aldona Valicenti, Chief Information Officer
200 E. Main Street
Lexington, KY 40507

To KI:

Kentucky Interactive, LLC
Attn: Lee Tompkins, General Manager
229 West Main Street, Suite 400
Frankfort, KY 40601

To the e-Government Authority:

Commonwealth Office of Technology/Finance and Administration Cabinet
Attn: Commissioner of Technology
Capital Annex
702 Capital Avenue, Suite 258
Frankfort, KY 40601

SECTION 8: Severability.

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 9: Construction and Interpretation.

The Agreement shall be construed in accordance with the laws of the State.

SECTION 10: Paragraph Headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 11: Complete Agreement.

Except as otherwise provided herein, this Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither the Partner nor KI shall be bound by any oral agreement or representation relating hereto.

Part II: Services, Collections and Payments

SECTION 1: Applications Developed Under This Agreement

Each application developed for the Partner under this Agreement will be described in a separate Statement of Work (“SOW”), which will be made part of this Agreement. Each SOW will describe the public records to be accessed, the transactions to be facilitated and the services to be provided through the Portal. Since the SOW is the document that describes the purpose and scope of the proposed application, the Partner is expected to collaborate with KI on the preparation of this document.

The SOW will describe the services that will be available to users and subscribers, and the fees, if any, to the users of the services. The funds so collected will be apportioned between the Partner and KI as indicated in the SOW. The e-Government Authority will need to approve the services to be offered and KI portion of any fees to be charged. The Partner may increase or decrease the statutory fees as directed by law, which increase or decrease will be passed directly through to those accessing such records or conducting such transactions through the Portal.

Each SOW will, at a minimum address the following issues as necessary and appropriate:

- Overview
- Subordination to Service Level Agreement
- Project Participants
- Purpose Statement
- Overview of Current Process
- Scope Statement
- Anticipated Risks
- Fees and KI Compensation
- Principal Deliverables, Estimates and Projections
- Responsibilities of the Partner
- Responsibilities of KI
- Delivery of Final Application
- Change Process
- Ongoing Maintenance and Support
- Future Software Modifications and Enhancements
- Sign Off
- Appendix A: Letter of Acceptance

SECTION 2: Development Schedules and Timetables

KI will work with the Partner to create a development timetable to be included in each SOW. However, schedule projections are made in most cases without extensive investigation of legacy systems, without knowledge of business rules and business flow, without estimates of staff time committed to projects and without design and architect steps being taken. KI will work diligently to accomplish each such application according to the schedule in accordance with the relative priority assigned by the e-Government Authority. The Partner will be responsive to KI by providing information and assistance as needed to meet the delivery dates on the schedule. The Partner understands that the schedule and assignment of priority may need to be adjusted to accommodate reasonable delays due to policy, marketing and technical issues outside the control of KI or as directed by the e-Government Authority. Regular meetings will be set to discuss and update the project plan as necessary throughout the term of the Agreement. KI will make every effort to keep the Partner informed of problems that may cause a

delay in the delivery of the application contained in the SOW. The Partner and KI may modify the SOW to add or delete services only by mutual agreement.

SECTION 3: Portal Access to Data Records

Where applicable and as stated in the Statement of Work, the Partner authorizes the Portal to access electronic public records and confidential records maintained by the Partner in accordance with this Agreement. Access by the Portal will be on an as needed basis for the purpose of providing access, facilitating transactions or offering other services to users of and subscribers to the Portal as permitted by State law.

SECTION 4: Application Costs

KI shall be responsible for costs and expenses in establishing electronic access or other applications for electronic services, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Partner computer applications to provide access to the public records maintained by the Partner unless otherwise defined and agreed to in the SOW.

SECTION 5: Collections

KI shall be responsible for the collection of payments in accordance with the terms of the Master Contract or SOW.

SECTION 6: Payments

Payments shall be made in accordance with the terms of the Master Contract and as described in the SOW. Reconciliation and audit information will be provided as set forth in the Master Contract or as separately agreed in the SOW.

SECTION 7: Auditing of Online Usage

Consistent with State policies, Partner shall have web (read) access to the computerized log of Portal users accessing for-fee Partner data and their security status, without access cost to Partner. Partner will be responsible for the cost of terminal(s) and the cost of internet access, whichever is used.

Partner must be able to sign on to KI's system to audit enhanced access to its for-fee records. On-line audit capability must be available for the length of time after transaction processing specified by Partner. After the on-line retention period has expired, KI shall, as specified between KI and Partner, retain, destroy, or provide the Portal user log information to other State agencies without cost. Insofar as these records may be public, KI shall act as directed by Partner in compliance with the State law on retention or access of public records.

At a minimum, the Portal shall retain the following data: name of Portal user, transaction data and time, type of inquiry and access keys.

KI shall notify Partner and the eGovernment Authority of any unauthorized access to Portal operations lying within KI's control, within two (2) hours of detection of the same. The notice shall contain detailed information to aid the State or Partner in examining the matter.

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this SLA the day and year first above written:

Lexington-Fayette Urban County Government


Print Name _____

By _____

Date _____

Authorized Officer or Agent

Kentucky Interactive, LLC

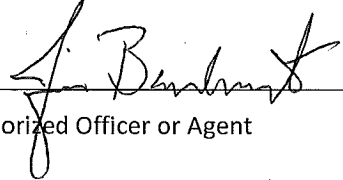
By  _____

Date 1-21-15

Lee K. Tompkins, General Manager

e-Government Authority

Print Name Jim Barnhart

By  _____
Authorized Officer or Agent

Date 1/21/15