

IBM RESILIENCY SERVICES

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS**

FOR

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310**

SUBMITTED BY:

**Attn: IBM Resiliency Services - Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number: CFT639F
Package ID: 20160624152541
Date Generated: 06/24/2016
This offer is good until: 09/01/2016

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310

REFERENCE NUMBERS

Attachment: B000715
Agreement: HQ12291
Customer: 5142941
Enterprise: 5143106

CONTRACT PERIOD

Start Date: 01/01/2013
End Date: 12/31/2018

SUPPLEMENT

Number: CFT639F
Effective Date: 09/01/2016
Revision (yes/no): Yes
Renewal (yes/no): No

Primary Recovery Site
Sterling Forest, NY

IBM Address for Notices:

Attn: IBM Resiliency Services - Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Monthly Charges

Total Monthly Charge: \$1,132
Minimum Total Monthly Charge: \$1,132

Recovery Charges

Initial Recovery Charge: \$1,132
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$566

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period – Total Hours: 80
Number of Exercises: 1
Additional Recovery Exercise Time, per 4-hour block: \$600
Additional Recovery Exercise, per Exercise: \$1,200

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 09/01/2016.

Agreed to:
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By _____
Authorized signature

Title: Mayor
Name (type or print): Jim Gray
Date: 30 Aug -16
Customer identification number: 5142941

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

Title: Res. Energy Sales Manager
Name (type or print): Jeff Popel
Date: 6-25-16
Attachment number: B000715

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name: LEXINGTON-FAYETTE URBAN COUNTY
 GOVERNMENT
 Customer Number: 5142941
 Address: 200 E MAIN ST
 LEXINGTON, KY 40507-1310
 Primary Recovery Site: Sterling Forest, NY
 Contract Number: CFT639F.3.1.1

Processor type/model: CLIENTSRV CPU
 LB System Storage (GB) N/A
 DASD (GB) N/A

Equipment Configuration

Quantity Or Units	Type	Model	Product Description
----------------------	------	-------	------------------------

CLIENTSRV/CPU[1]

- | | | | |
|---|-----------|------|--|
| 1 | CLIENTSRV | CPU | Client Server CPU |
| 1 | HP9050DN | MCR1 | HP9050 MICR Kit |
| 2 | HP9050DN | PRT1 | HP9050 Series L'Jet 128MB Eth
HP9050 Series LaserJet Printer
Ethernet connectivity included
128MB Memory, 50PPM |
| 2 | PCOPT FC | DVD1 | Sony DVD+RW Drive
Sony DVD+RW Drive |

Includes: DVD+RW Drive
 USB Interface

This item cannot be selected for temporary transfer.

- | | | | |
|---|-----------|-------|--|
| 4 | PCOPT FC | FC18 | Emulex LP12002 PCI-Xpress FC
Emulex LP12002 - Dual Port PCI-Express fiber adapter |
| 5 | PCWS-266Q | PKG A | QC-2.66Ghz Desktop W/Wkspc
Includes workspace equipped with a PC and voice services |

Includes: Intel Core 2 Quad 2.66Ghz Processor
 2GB Memory
 250GB SATA Hard Drive
 1 DVD-ROM
 Color Monitor W/20" viewable screen size
 Monitor supports 1600x1200 resolution and
 1000:1 contrast ratio
 Keyboard and Mouse
 Gigabit Ethernet Adapter
 USB Ports
 Includes the preloading of a supported customer hard drive image.

Voice services for Call Centers and individuals
 Includes:

- Voicemail
- Interactive information and employee status service
- Automatic Call Distribution
 - * The answering and queuing of incoming calls
 - * The creation and use of preprogrammed and stored call flow scripts that make use of Automatic Call Distribution, skills based routing, Interactive Voice Response functions, and DID redirection to deliver calls to agents and non agents.
 - * Agent recording for up to 288 simultaneous agents.
 - * Interactive supervisor capabilities
 - * Real time data and historical reporting
 - * There is a \$265 per hour charge to create scripts and to

modify existing scripts.

- 6 PRELOAD SR1 OS Preload For Intel Server
Operating Systems (OS) supported for Preload:
Win Server 2003 Standard & Enterprise 32/64 R2 (Virtual Only)
Win Server 2008 Standard & Enterprise 32/64 Bit (Full Installation)
Win Server 2008 Standard & Enterprise 64 Bit (Full Installation) R2
Win Server 2012 Standard and Enterprise 64 Bit (Full Installation)R2
VMWare ESX 2.5.x, 3.0.x, 3.5.x; vSphere 4.x; ESXi 4.x, 5.x, 6.x
Refer to associated amendment for Preload Services

- 2 X3850C SR00 IBM x3850C 2 x 8C 32GB
Includes: PCI-Express Architecture (5 Slots)
(2) Intel 2.26Ghz 8 Core Processors,
32 GB Memory, (8) 300 GB SAS Hard Drive,
(2) 4 port 1Gb, & (2) 2 port 10Gb Ethernet Adapters,
(2) 2 port FC HBA,
(1) IBM SAS Array Controller, USB Support, DVD Drive

- 8 X3850D PRC1 Add'l x3850D 10C-2.4Ghz Proc
4 X3850D SR02 IBM x3850D 2 x 10C 128GB
Includes: PCI-Express Architecture (5 Slots)
(2) Intel 2.4Ghz 10 Core Processors,
128 GB Memory, (8) 300 GB SAS Hard Drive,
(1) Dual Integrated 10/100/1000MB Ethernet Adapter,
(2) 4 port 1Gb, & (2) 2 port 10Gb Ethernet Adapters,
(2) 2 port FC HBA,
(1) IBM SAS Array Controller, USB Support, DVD Drive

IBM RESILIENCY SERVICES

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS**

FOR

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310**

SUBMITTED BY:

**Attn: IBM Resiliency Services - Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number: CFT63DF
Package ID: 20160624152541
Date Generated: 06/24/2016
This offer is good until: 09/01/2016

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310

REFERENCE NUMBERS

Attachment: B000715
Agreement: HQ12291
Customer: 5142941
Enterprise: 5143106

IBM Address for Notices:

Attn: IBM Resiliency Services - Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

CONTRACT PERIOD

Start Date: 01/01/2013
End Date: 12/31/2018

SUPPLEMENT

Number: CFT63DF
Effective Date: 09/01/2016
Revision (yes/no): Yes
Renewal (yes/no): No

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Primary Recovery Site

Sterling Forest, NY

Monthly Charges

Total Monthly Charge: \$1,625
Minimum Total Monthly Charge: \$1,625

Recovery Charges

Initial Recovery Charge: \$1,625
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$813

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period – Total Hours: 104
Number of Exercises: 1
Additional Recovery Exercise Time, per 4-hour block: \$600
Additional Recovery Exercise, per Exercise: \$1,200

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 09/01/2016.

Agreed to:
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By _____

Authorized signature

Title: Mayor
Name (type or print): Jim Gray

Date: 30 Aug 16

Customer identification number: 5142941

Agreed to:
International Business Machines Corporation

By _____

Authorized signature

Title: Resiliency Sales Manager
Name (type or print): Jeff Pop. II

Date: 6-25-16

Attachment number: B000715

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name:	LEXINGTON-FAYETTE URBAN COUNTY	Processor type/model:	_MULTICPU RISC
	GOVERNMENT	LB System Storage (GB)	160.00
Customer Number:	5142941	DASD (GB)	1,800.00
Address:	200 E MAIN ST	OS Name:	AIX
	LEXINGTON, KY 40507-1310		
Primary Recovery Site:	Sterling Forest, NY		
Contract Number:	CFT63DF.3.1.1		

Equipment Configuration

Quantity Or Units	Type	Model	Product Description

_MULTICPU			
1	_MULTICPU	RISC	MULTICPU RISC - PCI BASED
9117/MMA[1]			
1	9117	MMA	9117 P6 MMA Server
128	9117/MMA	GB	9117 P6 1Gb Memory
3	9117/MMA	4WAY	9117 P6 4.7 GHz 4WAY Proc
7	9117/MMA	LPAR	9117 P6 LPAR
1	9117/MMA	XXX	9117 P6 I/O Drawer
2	9117/MMA	300	9117 P6 300GB Internal Disk
7	9117/MMA	5759	9117 P6 4Gb Dual DDR Fibre Ch
1	9117/MMA	DVD	9117 P6 4.7GB IDE DVD-RAM
1	9117/MMA	HMC	9117 P6 Server HMC
7	9117/MMA	5767	9117 P6 2-Port 10/100/1000
8233/E8B[1]			
1	8233	E8B	8233 P7 E8B Server
32	8233/E8B	GB	8233 P7 1Gb Memory
6	8233/E8B	CORE	8233 P7 3.2GHz Core
1	8233/E8B	LPAR	8233 P7 LPAR
4	8233/E8B	300	8233 P7 300GB Internal Disk
2	8233/E8B	5735	8233 P7 8Gb Dual DDR Fibre Ch
1	8233/E8B	DVD	8233 P7 SATA Slimline DVD-RAM
1	3592-FC	E06	IBM TS1130 Tape Drive
Includes: 1 3592-E06 tape drive with 1 Fibre channel interface			
For iSeries use select one 940X/5704 8XX for each 3592-FC E06			
1	8233/E8B	HMC	8233 P7 Server HMC
1	8233/E8B	5717	8233 P7 10/100/1000 4P PCIE
IMAGE/NIM[1]			
1	IMAGE	NIM	NIM Server-BCRS SRS Use Only
The IMAGE NIM found in this subscription includes only the hardware to support the Open Systems System Restore Services performed by IBM personnel. The number of images to restore per event is found in either the: Addendum for Operating System Restore to the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services or Schedule for IBM Managed Services for Business Resilience and Continuity Resilience Program Management			

Addendum for Operating System Restore

Customer Name and Address

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310

Referenced Attachment No.: B000715
Supplement No.: CFT63DF
Customer No.: 5142941
Enterprise No.: 5143106

IBM Address for Notices:

Attn: Resiliency Services - Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Addendum Effective Date: 09/01/2016

Revised Addendum: Yes
Renewal Addendum: No

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

CONTRACT PERIOD--

Start Date: 01/01/2013
End Date: 12/31/2018

pSeries – MKSYSB Restore

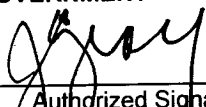
Number of Exercises (Initial Contract Period Year 1): 1
Number of Exercises (Each Subsequent 12-Month Period): 1
Number of System Images to be Restored per Exercise: 8
Additional OSR Charge (per image): \$431

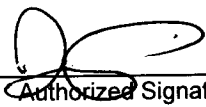
OSR Monthly Charge: See Note 1


Note 1: Included in the Total Monthly Charge for Supplement Number CFT63DF.

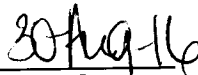
Agreed to: LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

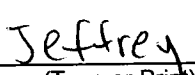
Agreed to: International Business
Machines Corporation

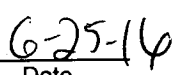
By: 
Authorized Signature

By: 
Authorized Signature


Name (Type or Print)


Date


Name (Type or Print)


Date

Amendment to the IBM Customer Agreement

Attachment for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2, "IBM Responsibilities", subsection "Product Removal", at the end of the subsection, insert the following new subsection:

Device "End of Life" Notice

You have requested that IBM include one or more Cisco ASA 5510, 5520, 5540, or 5550 devices ("Withdrawn Equipment") in the Configuration IBM provides you. The manufacturer has announced that these devices will no longer be supported after September 30, 2018. If you request IBM provide the devices after September 30, 2018, you acknowledge and agree that:

- a. IBM's ability to provide the Withdrawn Equipment after September 30, 2018 is dependent on the availability of properly functioning equipment;
- b. IBM will use commercially reasonable efforts to procure maintenance coverage for the Withdrawn Equipment, however (a) any maintenance coverage provided will be subject to the availability of parts and necessary skill, (b) may result in changes to the charges, and (c) IBM will not warrant maintenance on devices that are not supported by the manufacturer;
- c. Withdrawn Equipment will not be subject to any performance expectations (including SLAs however stated) nor will IBM be liable for any failure or delay in providing the Services to the extent that such failure is attributable to a failure of the Withdrawn Equipment.

2. In Section 4, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

Notwithstanding the preceding paragraph, during the period of 01/01/2016 through 12/31/2018 and on three (3) months' written notice and payment of an adjustment charge, you may terminate any of your Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by twenty percent (20%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

3. At the end of Section 5 "Charges", insert the following one new subsection:

Guaranteed Monthly Charges

Notwithstanding the foregoing, during the period of 01/01/2014 through 12/31/2018, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

4. At the end of Section 7 "Other Terms", insert the following one new subsection:

Open Systems Imaging Support - System p NIM/NIM2 Restore

Under this subsection, IBM will use the standard System p save/restore facility and Network Installation Manager ("NIM") procedures to load your System p operating system and to recover "ROOTVG" onto a Configuration that is provided for your use during an Event and that includes a System p machine as part of the Configuration. The provisions of this subsection are applicable whenever: i) "IMAGE NIM" or "IMAGE NIM2" is included in the Configuration, and ii) a corresponding Operating System Restore amendment or Recovery Program Execution Statement of Work is included in a Subscription.

IBM Responsibilities for System p NIM/NIM2 Restore

For each Event, IBM will:

- a. using the standard System p save/restore NIM procedures and the backup images you provide to IBM, load your System p system(s) at the beginning of the Event, using such images; and
- b. turn control of the system over to you at the completion of the restoration.

Your Responsibilities for System p NIM/NIM2 Restore

For each Event, you will:

- a. provide IBM with the required system software at the current level prior to a scheduled Exercise, or as soon as feasible following your declaration of an Outage Emergency;
- b. complete and return worksheets that describe your system environment;
- c. assume control of the operating system and recovery of your other data and/or applications; and
- d. warrant that you have the appropriate licenses and written authorization to use any software you request IBM to load on your behalf. You also warrant that you have received written authorization for IBM to copy such software to the Configuration to which you will have access during an Event. You agree that under no circumstances will IBM be liable for any damages relating to the license agreements between you and your software providers. You agree to indemnify IBM against any third party claims arising from IBM's performance of System p NIM/NIM2 Restore.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement, 2) the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, or its 3) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, Attachment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement, 3) the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services and 4) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By _____

Authorized signature

Title: Mayor

Name (type or print):

Sam Gray

Date:

30 Aug-16

Customer identification number: 5142941

Customer address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Agreed to:

International Business Machines Corporation

By _____

Authorized signature

Title:

Name (type or print):

Resiliency Sales Mgr &
Jeff Popel

Date:

6-25-16

Attachment number: B000715

IBM address:

Attn: IBM Resiliency Services - Contract Operations
IBM Corporation
P.O. Box 700
Suffern, NY 10901-0700