



Scott County, Kentucky

Request for Information

for

Partnership for Deployment of High-Speed Broadband in Scott County, Kentucky

Issued: January 25, 2021

Other Important Dates:

- **February 5, 2021** – Deadline for submitting questions about RFI
 - **February 18, 2021** – Responses to questions issued
 - **March 2, 2021** – RFI responses due by 5:00 P.m. EST

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I. Introduction

Scott County, Kentucky is committed to ensuring that the County continues to prosper and evolve as the global economy shifts and the need for high-speed broadband access grows.

The County therefore issues this Request for Information (RFI) to determine the interest of private entities to collaborate with the County to address the lack of broadband infrastructure in Scott County. The County seeks ideas and interest from private entities regarding bringing broadband to currently unserved and underserved County homes and businesses. To support the collaboration, the County can assist in seeking federal and state grant funding, providing access to community assets and rights-of-way (ROW), navigating the permitting process, and offering any other reasonable support the County can bring to the collaboration.

The County's preferred technology is fiber-to-the-premises (FTTP). The County understands, however, that the geography and population density of the unserved areas of the County may require creative options for ubiquitous broadband deployment. As such, the County is open to considering hybrid fiber/wireless solutions and last-mile wireless solutions. Another possibility is the extension of hybrid fiber-coaxial service from adjacent areas, as long as the resulting network provides the necessary level of service.

In responses to this RFI, the County seeks to learn how the respondent's approach will further the County's goals of ensuring that residents, businesses, and visitors to our community have access to market-leading broadband services.

The County also seeks input from potential partners regarding the terms and conditions under which they would participate in such a project. We are prepared to consider a variety of business models that may share technological and operational responsibilities and financial risk between the partners and the County in innovative ways.

We encourage respondents to share their expertise, which may be used to shape the direction and form of this potential initiative. Respondents may work together to respond to this RFI. The County is open to creative solutions that will maximize private investment, as well as state and federal broadband funding, while providing reliable and high-quality services to meet its residents' needs.

We welcome the responses of all prospective partners, including incumbent service providers, as well as competitive providers, nonprofit organizations, public cooperatives, and entities that are not traditional internet service providers (ISPs) but are interested in acting as a partner in offering service under innovative business models. Nontraditional providers may respond as part of a partnership with an ISP or may provide separate responses outlining their approaches.

The County will review responses based on the respondents' experience, how well the responses address the County's objectives, how the proposed business model balances and shares risks and rewards, and other factors. The County may provide more detailed information on available assets to one or more respondents and ask those respondents to refine their responses.

Following the evaluation of responses, the County may issue a request for more detail relating to the County-initiated project, cancel or delay plans to deploy a network, or choose another direction that is deemed in the County's best interest.

Responding to the RFI is not a guarantee of a contract award. Further, there is no guarantee an RFP will be developed as a result of this RFI. The County reserves the right to withdraw the RFI or any subsequent RFP, or to decline to award a contract.

II. Background on Scott County

Scott County is located in north central Kentucky, situated directly north of Fayette County and the Lexington metro area. Scott County's population, as of the 2019 Census estimate, is just below 58,000 residents, a nearly 10,000 increase from the 2010 population. Its largest city and County seat, Georgetown, is at the crossroads of I-75 and U.S. Route 460 in the south-central section of the County. The other two population centers in the County include Sadieville, located in the northeast corner of the County, with a population of approximately 365 (the 2019 Census estimate), and Stamping Ground, in the western side of the County, with a population of approximately 800 (the 2019 Census estimate).

The largest industry in the County include manufacturing, health care and social services, and educational services. Companies that have chosen to take advantage of Scott County's advantageous location, skilled workforce, and quality of life include Toyota Motor Manufacturing Kentucky, Phoenix Transportation, Vascor, Ryder System, Toyota Tsusho America, R.J. Corman Railroad Group, and Lyons Co., to name a few. Additionally, the County is home to historic Georgetown College (founded in 1829).

III. Current State of Broadband in Scott County

Scott County recognizes that technological infrastructure, including broadband for high-speed internet access, is key to sustaining its economic success and improving future opportunities for all residents. Broadband speed tests conducted in August 2019 by GEO Partners revealed that residents are eager for the County to expand access to high-speed internet.

While parts of Scott County are currently served by Spectrum, All Points Broadband, and AT&T, many areas of the County cannot access internet service that meets the federal government's definition of broadband. The less densely populated areas of the County tend not to have service

at all; some areas receive only very low speed DSL service, and that service is frequently not available for new customers.

The County's main focus under this initiative is to make new high-speed broadband services available in areas of the County that currently are unserved or underserved by existing broadband providers. This RFI is meant to be a tool to allow the County to undertake significant steps to build an environment that is conducive to investment and broadband expansion, including a strategic effort to identify and analyze unserved and underserved areas and potential solutions. The County hopes to build on this foundation with a partner or partners to fully meet its connectivity needs.

The County has issued a new speed survey request to local residents and businesses in an effort to further understand the gaps in service availability.

Finally, the County has analyzed a range of federal and state funding opportunities to identify potential sources of grants or loans (to the County or to a partner) that could be leveraged to meet the County's broadband goals.

IV. The County's Vision

Access to broadband is critical to the future of Scott County. Equal and affordable access to communications infrastructure and service is essential to promoting equal opportunity in business, education, employment, healthcare, and all other aspects of day-to-day life. We recognize the need and the challenges of expanding broadband to businesses and residents in the less densely populated sections of the County.

The County intends to empower its residents and local businesses to be network economy producers—not just consumers of network information and data services. Further, we intend to provide our stakeholders with the broadband capacity they need to compete successfully in the global marketplace.

The County intends to support this vision in a manner with a fiscally sustainable long-term solution. It recognizes that broadband bandwidth needs expand at a rapid pace and that savvy solutions ideally consider community needs not just of today, but for 10-15 years into the future.

V. Project Goals

The County seeks creative partnerships that will meet its current connectivity needs and will work collaboratively with the County to anticipate future needs. Ideal partners will be enthusiastic about and plan for a long-term relationship with the County and should take the County's vision and goals into consideration in developing its response.

The County seeks partners to offer fast, affordable broadband internet and data services. The County has prioritized partnerships that:

1. Consider creative ways by which the County can support private investment and opportunity in broadband
2. Provide the broadband infrastructure to currently unserved Scott County homes and businesses to enable residents, workers, and visitors the opportunity to access affordable, reliable high-speed broadband connections to the internet and other networks; the infrastructure will ideally be capable of 1 Gbps, but the ability to provide a minimum of 25 Mbps downstream and 3 Mbps upstream will still be a substantial improvement, especially if there is a technological roadmap to higher speeds in the future
3. Deliver an unfettered data offering that does not unreasonably impose restrictions (i.e., does not limit the types of uses that enable distance learning, telework, and telehealth) or caps (i.e. the allowable bandwidth of data use per month)
4. Substantially improve service to unserved areas within three years

The County is acutely aware that some existing providers report to the FCC as “served” some areas in which residents and businesses in fact cannot obtain broadband service or are told that service is only available if they individually fund construction. The County wishes to address this problem by requesting that the Partner clearly identify its proposed services area, and that it extend service to a large number of passings at once, with an equitable approach to sharing costs among the potential customers.

VI. Network Design and Construction Parameters

The County is willing to consider all proposals for partnerships and welcomes respondents’ unique approaches to network design and construction. The County prefers the following baseline technical attributes:

- Supports a minimum of 25 Mbps downstream and 3 Mbps upstream. The County has a preference for wireline solutions, especially fiber optics, that exceed the minimum bandwidth and can offer hundreds or megabits of connectivity
- Provides universal service within service areas so that all homes and businesses are able to receive the same level of service
- Low latency

While the County prefers fiber-based broadband solutions, respondents that believe this goal to be a barrier to their ability to successfully partner with the County should clearly articulate their

reasoning and describe how they may provide a “good-enough” technological alternative to FTTP.

For example, the County will consider hybrid fiber/wireless approaches that may reduce fiber construction costs while still providing high-speed broadband access to remote areas of the County.

VII. County Contributions and Assets

We are in the early stages of determining exactly what the County’s role will be in promoting enhanced broadband access, and we are willing to consider various levels of public involvement.

Among other roles, the County might consider the following:

1. Assign a point of contact who will be the liaison to the company and its contractor(s), and providing services to help prevent or lessen conflicts in the construction schedule
2. Assist the company in navigating necessary permitting to streamline planning and construction efforts
3. Dedicate resources to support private companies through plan review, coordination, and inspection services to expedite and potentially reduce the cost of construction in the public rights-of-way
4. Provide access to the County’s own broadband-enabling assets
5. Provide access to data that identify County infrastructure including the location of traffic, sewer, water, and storm-drainage facilities
6. Provide multiple forms of support for pursuit of state and federal broadband awards, such as the Federal Communications Commission’s Rural Digital Opportunity Fund, the U.S. Department of Agriculture’s ReConnect and Community Connect programs, and the Economic Development Administration Public Works and Economic Adjustment Assistance programs

The County is open to suggestions for other roles it can play in supporting this project, including a model in which County-funded fiber is deployed on main roads, and the Partner(s) is/are responsible for drop cables and laterals into subscribers’ homes and businesses. We encourage partners to suggest creative and innovative ways the County can leverage its strengths to accomplish its goals by enabling private sector opportunity.

Additionally, the County is interested in supporting business models that encourage partnerships between existing ISPs; such as a middle-mile provider partnering with a last-mile provider (or either type of provider proposing to do so as part of their RFI response).

Although the County prefers a standard public-private partnership in which the respondent will own and operate the network with partial financial support, it is open to other business models in which the County would own and lease part of the infrastructure.

VIII. RFI Response Format and Content

Scott County requests the following information from respondents:

1. **Cover Letter:** Please include company name, address of corporate headquarters, address of nearest local office, contact name for response, and that person's contact information (address, phone, cell, email).

Page limit: 1 page

2. **Specific Questions to Answer in Response:**

- Please describe your current plans for expansion of service within Scott County in the next three years. Please describe how many unserved passings your network expansion would impact.
- For incumbent providers, please identify areas where your company would prioritize expansion within Scott County. How many unserved passings would receive service if you expanded to these areas?
- For incumbent providers, please describe any barriers in the past that have limited network expansion within Scott County.
- Please describe your existing network, including:
 - Technologies used
 - Number of subscribers
 - Service territories with a focus on service territories near Scott County
 - Years in operation
- Please describe the technical solution you propose for Scott County. For example "fiber optic cable," "coax cable," "ADSL," "DSL," etc. If multiple technologies are used, describe how technologies will be deployed and which technologies will be deployed where.
 - Technology
 - Design standards
 - Backhaul
- Using the attached map (See Appendix A), please indicate in the table below in what areas of the County your project(s) will be undertaken. Additionally, please outline what areas in the County that you would prioritize with the deployment of your network. How many unserved and underserved passings would your proposed solution serve?

Map Area: Census Tract(s) Project in Area (name project and indicate specific tract); Number of Passings Proposed

Greater Georgetown Area: 401.00, 402.03, 402.04, 402.05, 402.06, 403.03, 406.03	
Sadieville Area: 404.00	
Stamping Ground Area: 405.01	
403.01	
403.02	
405.02	
406.01	
406.02	

- Please describe your maintenance and operations plan for serving customers with Scott County as it relates to the proposed projects you have outlined in your response. Where and how would staffing be located to support the network?
- The County puts great importance on oversight of public funds. The County is willing to consider all business models that will expand broadband service in the unserved and underserved areas of the County and will entertain requests for support to enable those plans. Please describe what business model(s) your company would like to pursue within Scott County. This should be a concise explanation of the key components of your business model, including but not limited to the division of network and operations responsibility and ownership, as well as a discussion of what you would expect from the County as part of this collaboration. Please outline who would own the assets, who would operate them, and how the funding would be distributed among the partners. For example, if proposing a standard public-private partnership model, the proposer should note the approximate share of funding the proposer will invest relative to the share of funding coming from other sources, such as the County or grants. How would your business plan help to meet the County’s goals? What are your main areas of risk, and how can the County help reduce the risks? What are the County’s main areas of risk, and how will you attempt to reduce the risk to the County?

Page Limit: 10 pages

3. **Experience:** Please provide a statement of experience discussing past performance, capabilities, and qualifications. Please describe your experience in residential and business/enterprise services. Please share such information as other networks you operate and other partnerships with governments or nonprofit entities. Describe the nature of the projects and your firm’s role. For entities currently providing communications services in or near Scott County, please describe your current service footprint in the County and the region, including a description of the type of infrastructure and services you currently offer and the technology platform(s) used.

Page Limit: 3 pages

4. **Schedule:** If you were to pursue providing broadband services in the areas that you have identified within Scott County, what would be your timeline for completion of the network and activation of customers? *Please indicate timelines with and without support from the County.*

Page limit: 1 page

5. **Financing and Funding:** Please clearly describe any financial requirements the County must meet for you to collaborate with the County on projects as described in your response.

Page limit: 1 page

6. **Services:** Please describe the service options you currently offer and plan to offer over this network. Utilize the tables below in your response. Would those same service levels and pricing levels be available in Scott County? Please list costs for different service tiers summarized in table format, and should include activation fees, equipment rental fees, and monthly costs for different service tiers.

Speed Tiers Offered – The proposer should list numbers of addresses passed for each speed tier and technology. The following are the speed tiers to be used for broadband speeds:

Broadband Performance Tier	Speed	Monthly Usage Allowance
Minimum	≥ 25/3 Mbps	≥ 250 GB
Baseline	≥ 50/5 Mbps	≥ 250 GB
Above Baseline	≥ 100/20 Mbps	≥ 2 TB
Gigabit	≥ 1 Gbps/500 Mbps	≥ 2 TB

In addition, the Proposer may list improved non-broadband speeds, as long as they are not lower than 10/1, in the following performance tiers:

Non-Broadband Performance Tier	Speed	Monthly Usage Allowance
Internet-upper	≥ 10/3 Mbps	≥ 150 GB
Internet-lower	≥ 10/1 Mbps	≥ 150 GB

Proposer may respond to this and the previous requirement with a single table listing the area descriptor, number of addresses, performance tier, and technology. For example:

Map Area/Census Tract #	Passings	Performance Tier	Technology
403.01	1,000	Gigabit	Fiber
406.02	1,500	Internet-upper	ADSL
Greater Georgetown; 401.00	500	Gigabit	Fiber

Additionally, if available, please list drop costs to be assessed to the customer per foot beyond an allowable amount. If this varies depending on the conditions of the path extending to the dwelling unit, list the assumptions and provide representative scenarios for alternate assumptions (e.g., electricity poles are available along the path, or there is unobstructed space on the side of the path for burying microduct for drop cables). For example:

<u>Drop Pricing Assessed to Subscriber</u>		
First 500 Feet	Subsequent Cost per Foot	Assumption/Scenario
\$0	\$2	Electricity pole available
\$0	\$8	Unobstructed shoulder available for drilling microduct/blowing fiber (or both)

7. **References:** Please provide one to three references, including contact information, from previous contracts or collaborations with other localities or non-profit entities.

The County understands that some information requested as part of the RFI response may be considered confidential. As such, the County and its consultant is willing to sign the attached draft **Non-Disclosure Agreement** (Attachment B).

IX. Response Process

Please submit your response via email to ScottCoKYBB@ctcnet.us.

Questions

Questions related to this RFI should be emailed to ScottCoKYBB@ctcnet.us no later than **Close of Business, February 5, 2021**.

Response Deadline

Final RFI submissions must be received via email no later than **March 2, 2021 at 5:00 PM EST**. Please send to ScottCoKYBB@ctcnet.us.

Summary of RFI Process Deadlines

The following is the schedule for responding to this RFI. The schedule is subject to change:

January 25, 2021 – RFI issued

February 5, 2021 – Deadline for submitting questions about RFI

February 18, 2021 – Responses to questions issued

March 2, 2021 – RFI responses due by 5:00 P.m. EST

Scott County thanks you in advance for your thoughtful response. We look forward to the opportunity to work with the private sector to meet our community's broadband goals.

X. Personal Presentations

At its discretion, the County may request that vendors and other parties that provide a timely response to this RFI make an individual and personal presentation to better explain information or solutions identified in the response. These presentations, if requested by the County, shall be held at a time and place of mutual convenience.

XI. County Rights Reserved

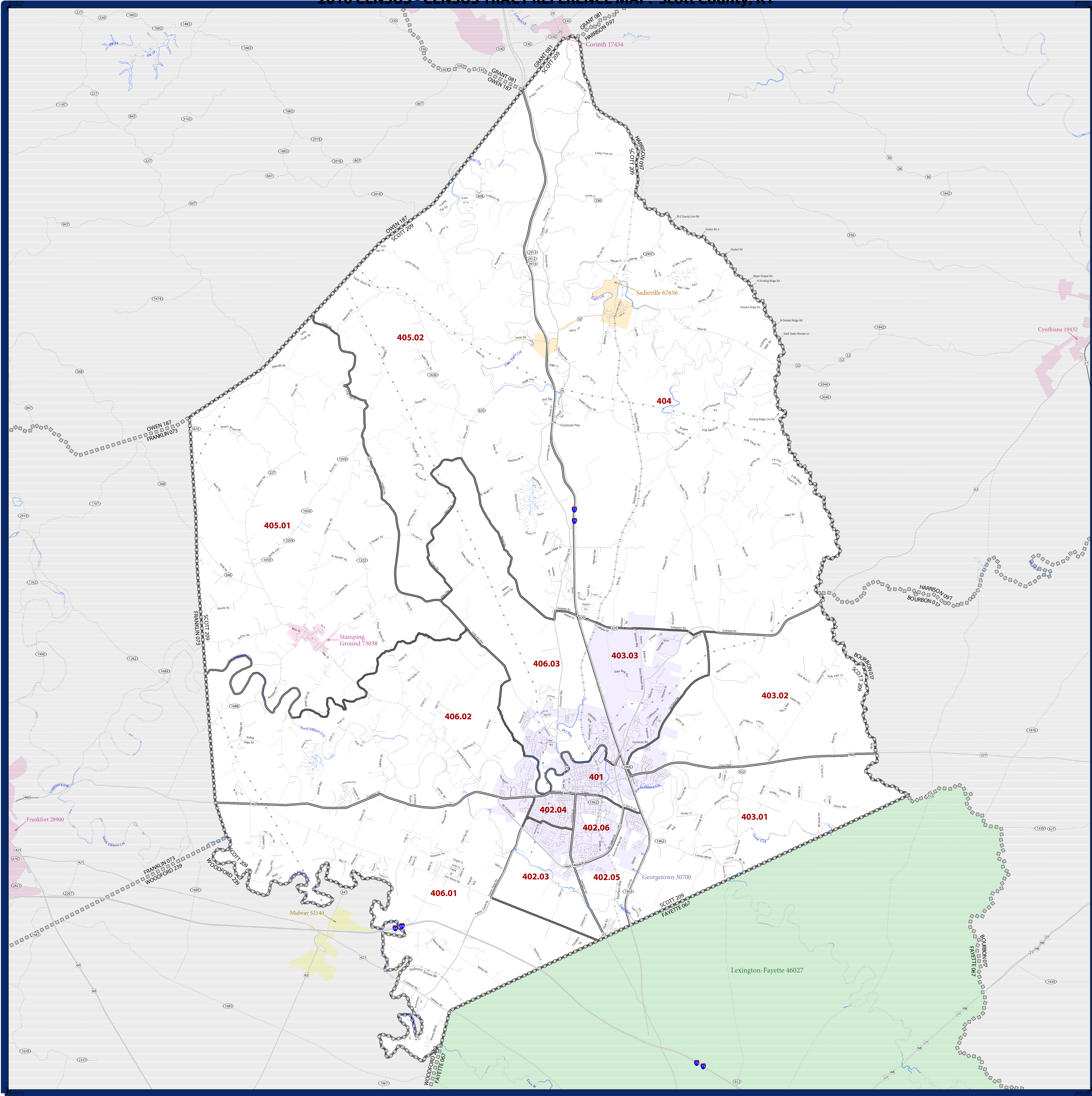
1. The County reserves the right to accept or reject all or portions of any response(s) to the RFI, to waive any formalities of the RFI process, to re-advertise the RFI, to amend the

terms of the RFI, to extend the dates provided herein, to suspend the procurement if the desired outcomes are not achieved, to award the contract to the most responsive and responsible respondent(s) as deemed in the best interest of the County, and/or to proceed to provide the services otherwise, as the County may determine in its sole discretion is in the best interest of the County.

2. No reimbursement will be made by the County for any costs incurred in responding to this RFI, developing or submitting responses to the RFI, or attendance at a site inspection, pre-bid conference, or interviews.
3. The County reserves the absolute right to conduct such investigations as it deems necessary to assist in the evaluation of any response to the RFI and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the respondent(s), proposed subconsultants, independent Consultants and suppliers. The purpose of such investigation is to satisfy the County that the respondent has the experience, resources and commercial reputation necessary to perform the work and support any warranties in the prescribed manner and time.
4. In the event the RFI responses are considered for an award, the County reserves the right to award the Project to the firm that demonstrates the best ability to fulfill the requirements for the performing the subject services. The successful firm will be chosen based on the qualifications, evaluation of submittals and a possible interview. The County reserves the right to conduct such discussions or negotiations with Proposers or other entities as it deems necessary to assist in the evaluation of any proposal, to secure maximum clarification and completeness of any proposal, and select the proposal that best meets the requirements of the County and the public interest.

Attachment A: Census Tract Map of Scott County, KY

2010 CENSUS - CENSUS TRACT REFERENCE MAP: Scott County, KY



SYMBOL DESCRIPTION		LEGEND	
Federal American Indian Reservation	[Symbol]	Federal American Indian Reservation	L'ANSE RES 1880
Off Reservation Trust Land, Hawaiian Home Land	[Symbol]	Off Reservation Trust Land, Hawaiian Home Land	T1880
Oklahoma Tribal Statistical Area, Alaska Native Village Statistical Area, Tribal Designated Statistical Area	[Symbol]	Oklahoma Tribal Statistical Area, Alaska Native Village Statistical Area, Tribal Designated Statistical Area	KAW OTSA 5340
State American Indian Reservation	[Symbol]	State American Indian Reservation	Tama Res 4125
State Designated Tribal Statistical Area	[Symbol]	State Designated Tribal Statistical Area	Lumbee STSA 9815
Alaska Native Regional Corporation	[Symbol]	Alaska Native Regional Corporation	NANA ANRC 52120
State (or statistically equivalent entity)	[Symbol]	State (or statistically equivalent entity)	NEW YORK 36
County (or statistically equivalent entity)	[Symbol]	County (or statistically equivalent entity)	ERIE 029
Minor Civil Division (MCD) ^{1,2}	[Symbol]	Minor Civil Division (MCD) ^{1,2}	Bristol town 07485
Consolidated City	[Symbol]	Consolidated City	MILFORD 47500
Incorporated Place ^{1,3}	[Symbol]	Incorporated Place ^{1,3}	Davis 18100
Census Designated Place (CDP) ³	[Symbol]	Census Designated Place (CDP) ³	Incline Village 35100
Census Tract	[Symbol]	Census Tract	33.07

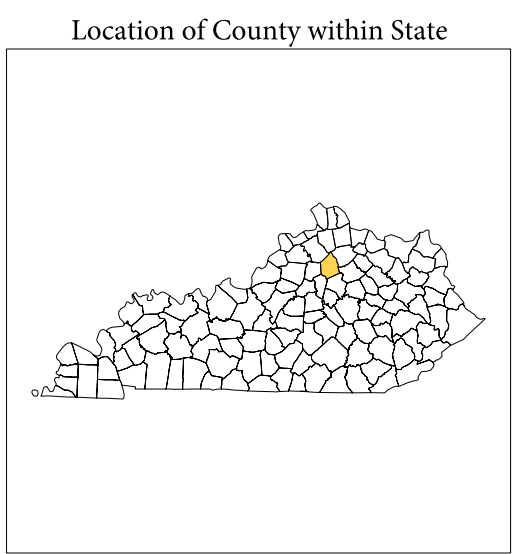
DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
Interstate	[Symbol]	Water Body	[Symbol]
U.S. Highway	[Symbol]	Swamp or Marsh	[Symbol]
State Highway	[Symbol]	Glacier	[Symbol]
Other Road	[Symbol]	Military	[Symbol]
4WD Trail, Stamen, Alley, Walkway, or Ferry	[Symbol]	National or State Park, Forest, or Recreation Area	[Symbol]
Railroad	[Symbol]	Inset Area	[Symbol]
Pipeline or Power Line	[Symbol]	Outside Subject Area	[Symbol]
Ridge or Fence	[Symbol]		
Property Line	[Symbol]		
Nonvisible Boundary or Feature Not Elsewhere Classified	[Symbol]		

Where state, county, and/or MCD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries.

1 A " " following an MCD name denotes a false MCD. A " " following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2 MCD boundaries are shown in the following states in which MCDs have functioning governments: Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

3 Place label color correlates to the place fill color.



All legal boundaries and names are as of January 1, 2010. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2010 Census (reference date: January 1, 2010)
 Data Source: U.S. Census Bureau's MAI/TIGER database (TAB10021)
 Map Created by Geography Division: December 08, 2010

U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau

Projection: Albers Equal Area Conic
 Datum: NAD 83
 Spheroid: GRS 80
 1st Standard Parallel: 36 56 19
 2nd Standard Parallel: 38 42 20
 Central Meridian: 85 46 05
 Latitude of Projection's Origin: 36 29 49
 False Easting: 0
 False Northing: 0

0 1 2 3 4 5 Kilometers
 0 1 2 3 4 Miles

The plotted map scale is 1:14000

USCENSUSBUREAU

PARENT SHEET 1
 Total Sheets: 1
 Index Sheets: 0
 Parent Sheets: 1
 Inset Sheets: 0

NAME: Scott County (209)
 ENTITY TYPE: County or statistically equivalent entity
 ST: Kentucky (21)

2010 CENSUS TRACT REF MAP (PARENT)
 20101209001

Attachment B: Draft Non-Disclosure Agreement

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement is entered into as of _____

BETWEEN

Scott County Fiscal Court

a County of the Commonwealth of Kentucky with offices at

101 East Main Street, #210
Georgetown, KY 40324

AND

_____ [Name]

a _____ of the _____ of _____ with offices at

Both companies hereafter are referred as "Parties".

Section 1 Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

Section 2 Confidential Information. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records

immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Section 3. Non-use and Non-disclosure. Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder.

Section 4. Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

Section 5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

Section 6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Section 7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

Section 8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

Section 9. Term. The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

Section 10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Section 11. Miscellaneous. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section 11 will be null and void. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the signing parties, at the addresses stated on the first page, or to such other address as the either party may specify to the other in writing form time to time.

Scott County Fiscal Court

_____ **[NAME]**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____