

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
ORDINANCE 2023-15**

**AN ORDINANCE RELATING TO AN INTERLOCAL AGREEMENT BETWEEN
MADISON COUNTY FISCAL COURT AND JACKSON COUNTY FISCAL COURT
FOR THE USE OF THE KENTUCKY COUNTIES GOVERNMENT CLOUD (KCGC)**

WHEREAS, the Madison County Fiscal Court desires to offer data center services to Kentucky Counties to promote regionalism by providing secure, reliable and cost-effective data center access; and

WHEREAS, the intention of the Madison County Fiscal Court is to provide data center services known as Kentucky Counties Government Cloud (KCGC); and

WHEREAS, under the Interlocal Cooperation Act set forth in KRS 65.210 to 65.300 (the "Act"), any powers, privileges or authority capable of being exercised by a local government may be exercised jointly with one or more local government entities under a Cooperation Agreement allowing joint and cooperative action; and

WHEREAS, the Madison County Fiscal Court has a facility that meets the specifications of a tier 3 data center by providing 99.982% availability; and

WHEREAS, the Madison County Fiscal Court facility has the appropriate power requirements, cooling requirements, technological infrastructure, technical staff to operate a data center; and

WHEREAS, the Madison County Fiscal Court will charge for the services at the rates listed in the Bill of Services signed by both entities.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto agree, each with the other, as follows:

ARTICLE I – EFFECTIVE DATE AND DURATION

Subject to the approval of the Kentucky Department of Local Government this Agreement shall become effective on the date listed on the signature page. This Agreement shall be in full force and effect for a period of twelve (12) months from the date listed on the signature page and shall

automatically be renewed for a subsequent term unless a party to this Agreement provides written notice of the intent to terminate at least sixty (60) days prior to the automatic renewal date.

ARTICLE II – PURPOSE

The Agreement is created for the purpose of offering data center services to Kentucky County Governments to promote regionalism by providing secure, reliable, and cost-effective data center access that meets the cybersecurity needs of local governments.

ARTICLE III – DEFINITIONS

Bare-metal recovery means a technique in the field of data recovery and restoration where the backed-up data is available in a form which allows one to restore a virtual system, without any requirements to previously installed operating systems or software. This allows the entire machine to be copied and booted up on a new system without having to reinstall any software.

Bill of Services means the agreed upon allocated server resources and pricing for systems hosted in the KCGC.

Cloud Outage means an instance in which the high availability features are unable to restore services successfully between production servers. A Cloud Outage will not include downtime associated with virtual machines that are automatically restarted on other production servers with spare capacity in the event of a server failure within the server resource pool.

Member means any entity that signs an Interlocal Agreement with Madison County Fiscal Court for the use of the Kentucky Counties Government Cloud (KCGC).

Network Service Outage means an instance in which no traffic can pass into or out of the KCGC's carrier through which the Member connects to the KCGC System. A Network Service Outage will not include downtime due to Scheduled Maintenance, or any unavailability resulting from (a) problems with the Member's applications, equipment, or facilities; or (b) any acts of God and other such events outside of KCGC's reasonable control.

Service Availability means that the covered service is functioning in accordance with KCGC's specifications without any interruption or degradation that would impact the Member's use, as determined by KCGC.

Time-to-Repair means a four (4) hour interval which begins when KCGC becomes aware or is notified of a Network Service Outage or a Cloud Service Outage by the Member. If the issue is determined to last longer than four (4) hours KCGC will notify the affected Members.

ARTICLE IV – MAINTENANCE NOTIFICATIONS

Announcements - KCGC will provide periodic email announcements about maintenance activities and planned or possible service interruptions.

Scheduled Maintenance - KCGC will use commercially reasonable efforts to announce scheduled maintenance activities that may result in likely, imminent, or certain interruptions of service. KCGC may not make announcements for maintenance activities it deems unlikely to result in loss of service at any time.

Emergency Maintenance - Should KCGC encounter circumstances that could be a threat to its equipment or the integrity of services of Members, KCGC may at any time perform emergency maintenance on its infrastructure that may affect the services of Members. KCGC will make an announcement of Emergency Maintenance as needed at or immediately after the time the maintenance is required to be performed. KCGC will make reasonable efforts to contact Members if an emergency occurs.

Threat of Harm - KCGC reserves the right, at its sole discretion and without prior notice, to restrict or disable service or to remove from service any of the Member's equipment that it determines may pose a threat to life or property or to the integrity of any of KCGC's infrastructure, equipment, or services, including but not limited to any machine which has been compromised by an attacker, virus, or is being used to violate local, state or federal laws.

ARTICLE V – COST OF DATA CENTER SERVICES

Madison County Fiscal Court will invoice the Member monthly for the systems hosted in the KCGC. Members will be billed in accordance with the executed Bill of Services that will be signed by each entity. A new Bill of Services will be executed by both entities as services are added, removed, or upgraded.

ARTICLE VI - DISASTER RECOVERY

Systems hosted in the KCGC will have two forms of disaster recovery. The first form of disaster recovery is local snapshots that are stored in the primary data center on the primary hardware.

Local snapshots allow for individual file recovery and bare metal machine recovery in the event of user error or system corruption. The second form of disaster recovery is offsite snapshot replication and bare metal replication, this provides disaster recovery in the event of a catastrophic event where the primary data center is unavailable or is destroyed. Systems hosted in the KCGC can have files recovered or systems can be run from the disaster recovery site in a reduced capacity for mission critical systems as resources are available.

ARTICLE VII – LICENSES

The only licenses provided to the Member through this agreement are the Microsoft Server Licenses associated with each guest virtual machine. The Member must purchase all other Microsoft Licenses as a one-time purchase from the Madison County Fiscal Court.

ARTICLE VIII – LIMITATION OF LIABILITY

If there is a breach to a member system hosted by Madison County offered as Kentucky Counties Government Cloud Services, Madison County will make all reasonable efforts to restore data and services from backup and restore all service operations as quickly as possible. If data loss is incurred in the event of a breach and the backups fail, Madison County will make all reasonable efforts to help restore services and assist in any manner feasible to restore data. In the event of a complete failure to restore data and services all costs associated with the restoration of data from other sources will become the cost of the member's cyber security insurance.

For damages related to claims based on a breach of its obligations set forth in this document, Madison County's liability under this agreement shall in no event exceed the Madison County service fees paid by member county for the Madison County service during the twelve (12) months preceding the event that resulted in such claim.

Damages related to either party's unauthorized use, distribution, or disclosure of the other party's intellectual property, in no event shall either party be liable for incidental, special, consequential, or punitive damages, including but not limited to damages for loss or inaccuracy of data, loss of profits or revenue, business interruption, however arising, even if it has been advised of the possibility of such damages.

ARTICLE IX - TERMINATION

Termination of this agreement by either party must be provided in writing at least sixty (60) days prior to the automatic renewal date. In the event of termination by either party, Madison County Fiscal Court will provide the Member with a final copy of the data housed in the KCGC or a full bare metal copy of the virtual machine. The Madison County Fiscal Court will not aid in reconfiguring, converting or copying data to new systems. The Member shall be responsible for providing storage media to be used to provide the final copy of data or full base metals copy of virtual machines.

In the event of termination of the agreement the Madison County Fiscal Court will transfer the purchased Microsoft Licenses to the Member.

NOW, THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF MADISON, COMMONWEALTH OF KENTUCKY, THAT IT DOES HEREBY APPROVE TO ENTER INTO AN INTERLOCAL AGREEMENT FOR DATA CENTER SERVICES BETWEEN MADISON COUNTY FISCAL COURT AND JACKSON COUNTY FISCAL COURT.

THIS ORDINANCE SHALL BECOME EFFECTIVE ON THE DATE OF THE SECOND READING AND ADOPTION.

DATE OF FIRST READING: 10-24-23

MOTION BY: Hughes

SECONDED BY: Combs

VOTE:	YES	NO
Magistrate James Brian Combs	<u>✓</u>	_____
Magistrate Stephen Lochmueller	<u>✓</u>	_____
Magistrate Billy Ray Hughes	<u>✓</u>	_____
Magistrate Tom Botkin	<u>✓</u>	_____
Judge Executive Reagan Taylor	<u>✓</u>	_____

DATE OF SECOND READING: 11-14-23

MOTION BY: ^{KB} Combs Botkin

SECONDED BY: Combs

VOTE:

YES

NO

Magistrate James Brian Combs
 Magistrate Stephen Lochmueller
 Magistrate Billy Ray Hughes
 Magistrate Tom Botkin
 Judge Executive Reagan Taylor

<u>✓</u>	_____
<u>✓</u>	_____
<u>✓</u>	_____
<u>✓</u>	_____
<u>✓</u>	_____

COUNTY OF MADISON, KENTUCKY

COUNTY OF JACKSON, KENTUCKY

R-20
 County Judge Executive

Sharon Gow
 County Judge Executive

ATTEST:

ATTEST:

Henry Bybee
 County Clerk

Donna K. Moore
 County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jeanie Y. Raymond
 County Attorney

Ross E. Murray
 County Attorney

INTERLOCAL COOPERATION AGREEMENT

ICA 23-044: The County of Madison, Kentucky and the County of Jackson, Kentucky for the Provision for the Use of Kentucky Counties Government Cloud

Reviewed as to compliance with KRS 65.210 to 65.300
And recommended for approval:



David B. Gibson
Staff Attorney
Department for Local Government

11/17/2023

Date

Approved:



Dennis Keene
Commissioner
Department for Local Government

11-20-2023

Date