

**MADISON COUNTY FISCAL COURT  
MADISON COUNTY, KY  
RESOLUTION 2025-013**

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COUNTY CLERK: KENNY BARGER  
DEPUTY CLERK: BRIAN ABNEY  
COUNTY: MADISON COUNTY  
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**A RESOLUTION RELATING TO AN INTERLOCAL AGREEMENT BETWEEN THE  
MADISON COUNTY FISCAL COURT AND THE CITY OF RICHMOND KENTUCKY  
FOR GEOGRAPHIC INFORMATION SYSTEMS DATA HOSTING**

**WHEREAS**, the City of Richmond, Kentucky, has requested to host their Geographic Information Systems (GIS) data in the Madison County Fiscal Court Geographic Information System; and

**WHEREAS**, the City of Richmond desires to enter into an Interlocal Agreement with the Madison County Fiscal Court, Kentucky, for GIS Data Hosting services; 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 will charge for the services at the rates listed in the Bill of Services signed by both entities; and

**WHEREAS**, the Madison County Fiscal Court will provide the services under the attached agreement known as the Geographic Information Systems (GIS) Hosting Agreement;

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE/EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.**

Motion made by Botkin, seconded by Combs.

Vote: YES NO ABSTAIN

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> | <u>      </u> |
| <u>      </u> | <u>      </u> | <u>      </u> |
| <u>✓</u>      | <u>      </u> | <u>      </u> |
| <u>✓</u>      | <u>      </u> | <u>      </u> |

Signed:

Reagan Taylor  
Madison County Judge/Executive

Attested:

Kenny Barger  
Madison County Clerk

2-25-2025  
Date

2-25-2025  
Date

**MADISON COUNTY FISCAL COURT  
MADISON COUNTY, KY  
GEOGRAPHIC INFORMATION SYSTEMS (GIS)  
HOSTING AGREEMENT**

In consideration of the mutual promises made in this agreement and pursuant to the authority of the Kentucky Interlocal Cooperation Act, KRS 65.210 et seq., the City of Richmond, Kentucky and the Madison County Fiscal Court agree as follows:

**ARTICLE I – EFFECTIVE DATE AND DURATION**

Subject to the approval of the Kentucky Department for Local Government (DLG), 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 providing GIS Hosting Services to the City of Richmond, Kentucky to promote standardization of GIS Data, improved Next Generation 911 Data submissions and to enhance to accuracy of GIS Data for first responders and other entities that rely on the accuracy of GIS Data across Madison County, Kentucky.

**ARTICLE III – DEFINITIONS**

Bill of Services means the agreed upon services and pricing for GIS systems hosted with Madison County Fiscal Court.

Outage means an instance in which the high availability features are unable to restore services successfully between systems. A Network Service Outage will not include downtime due to Scheduled Maintenance, or any unavailability resulting from (a) problems with the City of Richmond's applications, equipment, or facilities; or (b) any acts of God and other such events outside of Madison County Fiscal Court's reasonable control.

**Time-to-Repair** means a four (4) hour interval which begins when Madison County Fiscal Court becomes aware or is notified of an outage. If the issue is determined to last longer than four (4) hours, Madison County Fiscal Court will notify the City of Richmond Information Technology Department.

#### **ARTICLE IV – MAINTENANCE NOTIFICATIONS**

**Announcements** – Madison County Fiscal Court will provide periodic email announcements about maintenance activities and planned or possible service interruptions that will be sent to the City of Richmond Information Technology Department.

**Scheduled Maintenance** – Madison County Fiscal Court will use commercially reasonable efforts to announce Scheduled Maintenance activities that may result in likely, imminent, or certain interruptions of service. Madison County Fiscal Court may not make announcements for maintenance activities, it deems unlikely to result in loss of service at any time.

**Emergency Maintenance** – Should Madison County Fiscal Court encounter circumstances that could be a threat to its equipment or the integrity of services the City of Richmond, Madison County Fiscal Court may at any time perform emergency maintenance on its infrastructure that may affect the services to the City of Richmond. Madison County Fiscal Court will make an announcement of Emergency Maintenance as needed at or immediately after the time the maintenance is required to be performed. Madison County Fiscal Court will make reasonable efforts to contact the City of Richmond Information Technology Department if an emergency occurs.

**Nightly GIS Data Transfer** – Madison County Fiscal Court will provide a nightly SQL Table.

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

#### **ARTICLE V – COST OF HOSTING SERVICES**

Madison County Fiscal Court will invoice the City of Richmond Department of Planning and Zoning for the GIS Systems hosted in the Madison County Fiscal Court's GIS Infrastructure. The City of Richmond 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 with the Madison County Fiscal Court will have two (2) 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, this provides disaster recovery in the event of a catastrophic event where the primary data center is unavailable or is destroyed. Systems hosted with Madison County Fiscal Court 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**

Madison County Fiscal Court will not provide any licenses for end users at the City of Richmond. Server Licenses are covered under the Bill of Services as part of this Agreement. All server licenses and software licenses used by Madison County Fiscal Court to provide this service are the property of Madison County Fiscal Court. Any licenses, software or equipment purchased by the City of Richmond to access systems hosted by Madison County Fiscal Court are the responsibility of the City of Richmond.

## **ARTICLE VIII - LIMITATION OF LIABILITY**

If there is a breach to a system hosted by Madison County Fiscal Court, Madison County Fiscal Court 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 Fiscal Court 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 City of Richmond's cyber security insurance.

For damages related to claims based on a breach of its obligations set forth in this document, Madison County Fiscal Courts liability under this Agreement shall in no event exceed the service fees paid by the City of Richmond during the twelve (12) months preceding the event that resulted in such claim.

Neither party shall 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, or any damages that are related to either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

## 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 City of Richmond 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 City of Richmond 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.

### COUNTY OF MADISON, KENTUCKY

  
\_\_\_\_\_  
County Judge Executive

2-25-2025  
Date

### CITY OF RICHMOND, KENTUCKY

  
\_\_\_\_\_  
Mayor

1-28-2025  
Date

**ORDER NO. 25-18**

**AN ORDER OF THE CITY OF RICHMOND APPROVING AN MEMORANDUM  
OF AGREEMENT (MOA) BETWEEN MADISON COUNTY FISCAL COURT  
AND CITY OF RICHMOND FOR GEOGRAPHIC INFORMATION SYSTEMS  
HOSTING (GIS)**

**WHEREAS**, the Madison County and City of Berea already have an agreement for sharing GIS Hosting Services and now City of Richmond would like to also enhance the cohesiveness between all three local governments by entering into a Memorandum of Agreement with Madison County Fiscal Court's GIS Infrastructure, and

**WHEREAS**, in an effort to best serve our citizens, the City has requested Madison County Fiscal Court enter into a Memorandum of Agreement (MOA); and

**NOW, THEREFORE BE IT ORDERED** by the City of Richmond Board of Commissioners that:

- (1) The City of Richmond does hereby approve the MOA and authorize the Mayor to sign any all documents required on behalf of the city. Funding for this service will Planning & Zoning Departmental expenditures #2800-5312 by Fiscal Year 2025 Budget Ordinance.

This order shall be in full force and effect upon reading and adoption by the City of Richmond Board of Commissioners.

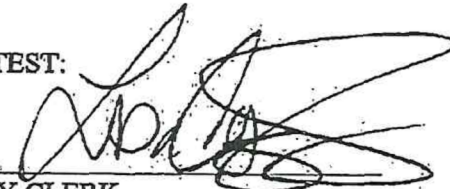
**DATE ADOPTED: January 28, 2025**

**MOTION BY: Commissioner Goble**

**SECONDED BY: Commissioner Cole**

| <b>VOTE:</b>        | <b>YES</b> | <b>NO</b> |
|---------------------|------------|-----------|
| Commissioner Brewer | x          |           |
| Commissioner Cole   | x          |           |
| Commissioner Goble  | x          |           |
| Commissioner Newby  | x          |           |
| Mayor Blythe        | x          |           |

**ATTEST:**

  
CITY CLERK

  
MAYOR

Received and Filed:  
Date: 3/4/2025  
Michael G. Adams  
Secretary of State  
Commonwealth of Kentucky  
by: kellis

## INTERLOCAL COOPERATION AGREEMENT

ICA 25-008: The City of Richmond, Kentucky and the County of Madison, Kentucky, Provision for Geographic Information Systems (GIS) Hosting Agreement.

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

*David B. Gibson*

\_\_\_\_\_  
David B. Gibson  
Staff Attorney  
Department for Local Government

3/3/2025  
\_\_\_\_\_  
Date

Approved:

*Matt Sawyers*

\_\_\_\_\_  
Matt Sawyers  
Commissioner  
Department for Local Government

3/3/2025  
\_\_\_\_\_  
Date