

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into by and between the Finance and Administration Cabinet, Department for Facilities and Support Services for the use and benefit of the Commonwealth Office of Technology, 101 Cold Harbor Drive, Frankfort, KY 40601 (“Lessor”) and the Board of Education of Jefferson County d/b/a the Jefferson County Public School System (“Lessee”);

WHEREAS, the Lessor is the Executive Branch agency charged with the responsibility for managing the Commonwealth Data Center located at 101 Cold Harbor Drive, Frankfort, Kentucky 40601; and,

WHEREAS, the Lessee is a political subdivision of the Commonwealth of Kentucky and wishes to lease space at the Commonwealth Data Center to act as the location for the Jefferson County Public School System data processing equipment pursuant to the Memorandum of Agreement entered into by the parties effective December 1, 2018;

NOW THEREFORE, it is mutually agreed by and between the First and Second Parties that;

I. The Lessor agrees to provide the following:

Provide space for the Lessee’s data processing equipment as more fully specified in exhibits “A” which is attached hereto and incorporated by reference herein.

II. The Lessee agrees to perform the services described as follows:

Physically transport and install the data processing equipment that will be stored in the leased space and provide internal security. In addition, the Lessee shall provide any other requirements the Lessee may need.

III. Terms. The term of this Agreement will commence on December 1, 2018, and continue until June 30, 2019. Thereafter, this Agreement shall be subject to renewal for two additional two (2) year periods upon terms and conditions mutually agreeable to the parties.

IV. Consideration. During the term of this Agreement, the Lessee shall pay the Lessor the sum of \$350.00 per rack space per month for a total of (1) rack space for the lease of the premises specified in Paragraph I, above. Additional payment may be made pursuant to statements of work, which may be entered into from time to time.

V. Security. It is critical that security of Commonwealth offices, personnel, and network resources be maintained at all times. All Lessee personnel entering Commonwealth locations are required to display an agency/company photo ID at all times. All other COT policies, procedures and processes, whether formally released or in draft, related to security must be followed. In addition, all enterprise security policies must be followed, where applicable. The Lessor shall adhere to any Lessee specific policies that are more stringent than what COT mandates.

- VI. Ownership/Risk of Loss. During the period of this Agreement or any renewals or extensions thereof, all data processing equipment (hereafter the "Property") will remain the property of the Lessee. Furthermore, the Lessee shall insure the Property and submit proof thereof to the Lessor. Such insurance may be provided in whole or in part by the Lessee's existing self-insurance program.
- VII. Termination. This Agreement shall be subject to termination by either party or any time for cause or without cause upon thirty (30) days advance written notice to the other party.
- VIII. Interpretation. All questions as to execution, validity, interpretation and performance of this Agreement shall be governed by the laws of Kentucky and applicable federal law. Any legal action brought in connection with this Agreement shall be brought in the Franklin Circuit Court.
- IX. Audit of the Lessee's records. The contractor, as defined in KRS 45A.030 (9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to this Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.
- X. Approval. This Agreement is contingent upon the approval of Jefferson County Board of Education, and it shall not become effective unless or until approved by the Jefferson County Board of Education.
- XI. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and supersedes any prior written or oral agreement. The terms and conditions of this Agreement may be amended by mutual written consent of the parties.

LESSOR:

Secretary,
Finance and Administration Cabinet

Date

LESSEE:

Jefferson County Board of Education

Date

Examined as to Form and Legality:

Authorized Agency

Date

Attorney, Finance and Administration Cabinet

Date

RECOMMENDED:
Department for Facilities and Support Services

Commissioner

Date

RECOMMENDED:
Commonwealth Office of Technology:

CIO

Date

Exhibit “A”

This rate is available to Non-Consolidated Agencies Only.

The Floor Space Only rate (1 Standard Rack) is created to recover the cost of housing, powering, and cooling a single, standard equipment rack.

The 16 square foot minimum encompasses “working clearances”, front and back, required for a safe working environment. “Working clearance” Space cannot be utilized for equipment storage.

Equipment requiring more than 16 sq. ft. will be billed in 16 sq. ft. increments until the foot-print is covered.

Equipment requiring connectivity to Commonwealth Server platforms, or other Networks, will be considered on a individual basis. For consideration of floor-space requirements and/or connectivity needs, agencies may contact the Commonwealth Service desk (502) 564-7576 and request an informational ticket be opened with COT's Infrastructure Support Branch.

The floor space only model allows non-consolidated agencies an opportunity to house computer equipment in the CDC. All equipment will be evaluated on a case by case basis before being allowed occupancy in the CDC.

COT will consider and evaluate customer requests for non-standard or customer-supplied racking and equipment.

Power is defined as: Two (2) Cabinet Distribution Units (CDU's), each having one (1) 30 amp service of 110 volts single phase on both A/B supply line and (10) 110 volt outlets each.

WAN connections are an additional cost. The costs to connect customer equipment to the WAN will be passed through to agency.

Includes the following hardware:

Appropriate Racking: 1 billable unit (rack) per 16 sq. feet and other hardware items used to provide necessary power.