

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-089**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the contract with eCloud Managed Solutions for AWS Infrastructure as a Service.


BE IT FURTHER RESOLVED, to authorize the Judge/Executive to execute the necessary documents.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting of 10 May 2022.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk



February 23, 2022

STATEMENT OF WORK

AWS ENVIRONMENT DESIGN AND DEPLOYMENT

PREPARED FOR:

Hardin County, KY
Aaron Miller
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PREPARED BY:

Todd Watson, Regional Sales Director
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IMPORTANT CONFIDENTIALITY NOTICE

The use of the information contained in this document is subject to the following conditions and restrictions:

- This document contains proprietary information belonging to eCloud Managed Solutions and the CSB Technologies Inc. Such information is supplied solely to the purpose of assisting explicitly and properly authorized readers in the proposed Customer solution.
- No part of its contents may be used for any other purpose, disclosed to any person or firm or reproduced by any means, electronic or mechanical, without the express prior written permission of eCloud Managed Solutions and the Customer.
- The text and graphics are for the purpose of illustration and reference only. The specifications on which they are based are subject to change without notice.

I. ENGAGEMENT SUMMARY

PROJECT OVERVIEW AND HISTORY

Hardin County, KY ("CUSTOMER") with offices at 150 North Provident Way, Elizabethtown, KY 42702 has engaged eCloud Managed Solutions ("eCloud") to develop, test, and deploy AWS infrastructure and services as defined below.

This Statement of Work ("SOW") is subject to the terms and conditions and sets forth the specific business details regarding the services to be provided to Customer for this SOW. This SOW supersedes all prior communications between the parties concerning the specific details of the services, whether oral, written, electronic, or otherwise and is the binding contract between eCloud and Customer (together the "Parties").



II. SCOPE OF WORK

PROJECT MANAGEMENT

eCloud's Project Management Office (PMO) will manage and implement the deployment of the services described in this SOW. Project Management will be provided for the duration of the Service, including a Project Manager (PM) who will have the primary responsibilities to conduct the project kick-off meeting, develop a project plan, schedule resources, and provide change management as needed. eCloud and Customer will each assign a project manager who will coordinate the activities to be performed under this SOW. The Project Manager for each party will serve as the point-of-contact for all communications and any modification to the scope, requirements, or responsibilities under this SOW.

PHASE 1: ACCOUNT OPENING AND SETUP, AND ACCESS MANAGEMENT

ACCOUNTS:

org, logs, prod, test, dev

REGIONS:

us-east-2

DELIVERABLES:

1.1 CORE INFRASTRUCTURE

1.1.1 Account Setup: Create new AWS Account joined to an AWS Organization

1.1.2 VPC & Networking: Deploy VPC and core networking to AWS account

1.1.3 Consolidated Logging: Create a centralized account for logging

1.1.4 CloudTrail: Enable logging of all AWS API events in CloudWatch and S3

1.1.5 Config: Enable logging of all AWS API events in CloudWatch and S3

1.1.6 CloudWatch billing alarms: Enable email alerts for billing above a set threshold

1.1.7 S3 buckets (common): Deploy S3 buckets for object storage with secure/best practice resource & lifecycle policies

Deployment Notes:

- Deploy buckets
- Bucket configuration overrides:
 - Public access block
 - Resource access policies



- SSL required
- Bucket Owner Full Control required
- Versioning: enabled by default
- Encryption: enabled by default using KMS CMK
- Lifecycle Policy
 - aborted multipart uploads deleted after 30 days
 - non-current versions deleted after 30 days
- Replication: not enabled
- Tiering: not enabled

1.1.8 AWS Backup: Implement organization-wide AWS Backup solution

Deployment Notes:

- AWS Backup is deployed with a daily and monthly backup policy.
- DailyBackup runs daily and is retained for 30 days
- MonthlyBackup runs monthly and is retained indefinitely
- Inclusion of resources is based on tags (e.g. DailyBackup=True)
- Backups can be copied to a backup account (not currently in scope)
- Backups can be "locked" to prevent modification/deletion outside defined lifecycle policy (not currently in scope)

1.2 IDENTITY & ACCESS

1.2.1 AWS Managed Microsoft Active Directory (Standard): Deploy a directory service for user and group management

Deployment Notes:

- Includes setup and creation of 5 users and 5 security groups
- Includes integration with SSO
- Excludes sync/replication with On-Prem or Azure AD
- Excludes creation/deployment of Group Policy

1.2.2 Single Sign On (SSO): Deploy SSO to organization, which provides a single log in to AWS Management Console & CLI with MFA for all AWS accounts. AWS SSO can also authenticate users for Client VPN access to AWS resources.

Deployment Notes:

- Create 4 functional roles as follows
 - Administrator - Full unrestricted access
 - PowerUser - Full access except IAM (create/modify/delete users & roles)
 - Developer - ReadOnly access to common services and limited ability to create/modify resources



- ReadOnly - ReadOnly access to all services. Role is not permitted to access data (e.g. S3 objects)
- Apply PermissionSets to accounts
- Create up to 5 users according to customer requests
- Demo user creation and permission assignment

1.2.3 Identity & Access Management: Deploy SSO PermissionSets to AWS Accounts requiring login

Deployment Notes:

- IAM service-linked roles are created where required.
- IAM user roles are provisioned for SSO only.

1.2.4 Client VPN: Deploy Client VPN Access to Development account

Deployment Notes:

- In general, all AWS resources will be deployed in private subnets without direct inbound access from the internet.
- Client VPN is the best tool for developers to access to AWS private resources from their device.
- Authentication to the Client VPN is handled by AWS SSO (or Active Directory, if preferred)
- For access from a corporate network, a Site-to-Site network should be used instead.

1.3 HARDENING

1.3.1 Security Hub: Deploy Security Hub for security configuration monitoring

1.3.2 AWS Foundations: Deploy AWS Foundational Security Best Practices v1.0.0

Deployment Notes:

- The AWS Foundational Security Best Practices standard is a set of automated security checks that detect when AWS accounts and deployed resources do not align with security best practices. The standard is defined by AWS security experts. This curated set of controls helps improve your security posture in AWS, and covers AWS's most popular and foundational services.

1.3.3 CIS Benchmark: Deploy CIS AWS Foundations Benchmark v1.2.0

Deployment Notes:

- The Center for Internet Security (CIS) AWS Foundations Benchmark v1.2.0 is a set of security configuration best practices for AWS. This Security Hub standard automatically checks for your compliance readiness against a subset of CIS requirements.

1.3.4 Guard Duty: Deploy Guard Duty intrusion detection system

PHASE 2: DEPLOY & MIGRATE PRODUCTION RESOURCES

ACCOUNTS:



prod

REGIONS:

us-east-2

DELIVERABLES:

2.1 MIGRATE

2.1.1 AWS Managed Microsoft Active Directory (Standard): Deploy a directory service for user and group management

Deployment Notes:

- Includes setup and creation of 5 users and 5 security groups
- Includes integration with SSO
- Excludes sync/replication with On-Prem or Azure AD
- Excludes creation/deployment of Group Policy

2.1.2 FSx Windows File Share: Deploy AWS-managed FSx for Windows file share

2.1.3 EC2 Instance Migration: Migrate EC2 instances from current environment to AWS using Application Migration Service

Deployment Details:

Item 1:

name: Financial Application

service: EC2

instance_type: c5.2xlarge

storage: 1 TB SSD

O/S: Windows Server 2019

IP: Private

- Requires client installation of migration agent
- Migrate from source server using CloudEndure/AWS Application Migration Service
- Configure and launch EC2 instance once replication is complete
- Connect instance to AD domain
- Configure access to server via VPN
- Configure nightly instance backups

Deployment Notes:

- Requires deployment of CloudEndure replication agent to source instance
- Instances must meet agent minimum specifications [see here](#)
- Instances will be deployed in a private subnet without direct inbound internet access.



- Instances will be accessible to end users via Application Load Balancer.
- Instances will be accessible to developers via Client VPN and SSH/RDP

III. ASSUMPTIONS

GENERAL ASSUMPTIONS

The services specified in this statement of work are based on a close teaming arrangement between the Customer and eCloud. In order to ensure that the project can be executed efficiently and in accordance with the scope presented in this Statement of Work, the scope is subject to the following assumptions listed below. If the assumptions used to develop the Statement of Work are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the Statement of Work, Service Levels and/or Purchase Price, as appropriate.

CUSTOMER RESPONSIBILITIES

Customer agrees to complete all scope responsibilities identified in this section below:

- Customer will assign a Project Manager for this SOW. Project Manager will be responsible for managing all activities on Customer's part including:
 - Providing the eCloud PM with a list of designated Customer personnel roles and responsibilities under this service engagement. Such personnel may include but is not limited to: architecture design and planning engineers, software engineers, and network engineers, and system administrators.
 - Participate in scheduled project review meetings or conference calls, if required;
 - Providing access to facilities, systems and personnel as required by this SOW;
 - Responding to all information requests, and providing all other information required by eCloud for the completion of the Project.
 - Coordinate with any external third parties, such as in country Carrier/Telco activities, deliverables, and schedules.
 - Ensuring that eCloud's request for information or documentation needed for the project is provided within three (3) business days of eCloud's request, unless the parties agree to another period for response.
- Customer will provide administrator or super-user logons to host systems, or (alternatively) assign system administrator(s) to perform those logon activities on behalf of eCloud technical personnel.
- Customer will provide eCloud employees access to relevant systems and facilities as necessary to perform the Services, subject to Customer's operational, legal, and security restrictions.
- Customer to provide all relevant hardware, software and licenses associated with the scope prior to the engagement.



- Customer is responsible to have setup redundant power and will have adequate cooling in the current environment to accommodate the new systems to be installed.
- Customer will verify that all deployment scripts and application code to be deployed to resources created by eCloud under this SOW are fully functional on test systems. Delays introduced due to non-functioning application code or deployment scripts are the responsibility of the customer.
- Customer will be responsible for all data and have a working, reliable, and recent backup available as a precautionary measure for any systems involved for this deployment should any data need to be restored.

E-CLOUD RESPONSIBILITIES:

- eCloud will assign a Project Manager for this SOW and the eCloud Project Manager will be responsible for managing all eCloud service activities and will serve as the central point of contact for Customer including:
 - Developing a high-level project plan using the timelines discussed in the project kickoff call;
 - Work with Customer and eCloud project personnel to prioritize and plan the activities for the duration of this engagement;
 - Serve as the central point of contact for Customer;
 - Use both Customer and eCloud resources, where applicable, to accomplish all tasks;
 - Report on project progress, tasks and risks from eCloud team's perspective;
 - Organize and conduct regular status meetings with appropriate stakeholders.
- If Customer requires additional skills outside of the skill set employed by the current eCloud resource, eCloud will apply a reasonable best effort to providing additional skill sets.
- If eCloud is requested to take on additional responsibilities resulting in management ownership, or deliverables, eCloud requires an addendum to this Statement of Work in the form of a change order.
- Unless otherwise stated in the Agreement all travel associated with this project will adhere to eCloud's travel policies. Reimbursable expenses for required travel, plus out-of-pocket expenses in support of this Statement of Work will be billed separately as actual expense incurred and approved by Customer.
- All travel requires at least 10 business days to book. If project deadlines require travel in less time additional charges may apply and be approved by Customer in advance.

PROJECT SPECIFIC ASSUMPTIONS

- Customer has reviewed and will provide the inventory of workloads (hostname, IP address and credentials) as required.



- System, application, and network dependencies will be clearly communicated to eCloud at the beginning of the project to allow for deployment of discovery toolset.
- Upon the completion of the Professional Services, Customer shall sign the Professional Services Project/Milestone Completion form. This signed form indicates that Customer acknowledges and accepts satisfactory completion of the services described herein. If Customer does not respond within five (5) business days, the consulting services for the milestone or project will be considered accepted.
- Services do not include any additional applications not mentioned in Service Description. Assumes Customer's LAN/WAN meets or exceeds manufacturer published specifications for architecture solution. Assumes Customer's Virtual Infrastructure meets or exceeds manufacturer published specifications to accommodate any new applications described in this scope-of-work.

OUT OF SCOPE

All items not specifically defined in the scope above are considered out of scope for this Statement of Work. Any additional work requested must be requested in writing and will require the execution of a Change Order to be provided to Customer in writing. Change Order may result in additional cost. Any changes to cost will be clearly identified in the Change Order. Items considered out of scope:

- Modifications of DNS entries for customer-owned domains
- Migration of data, databases, or server images
- Deployment of application code to servers
- Debugging or code review to identify root cause of application errors (eCloud will support identification and resolution of any issues specifically related to AWS infrastructure and will support process of eliminating infrastructure issues as a possible source of any errors)
- Changes to application code to support use of AWS services
- End user application and front-end development

IV. CHANGE MANAGEMENT PROCESS

Any changes and/or modification to this Statement of Work must be done in writing and approved by both eCloud and CUSTOMER. Some changes may result in a change to the project fees associated with this SOW and shall describe the requested modifications in detail including but not limited to scope and assumption changes, resource or schedule changes. Should the changes result in additional time or materials, eCloud will provide CUSTOMER in writing an estimated cost for approval before such costs are incurred. Approval from both an eCloud Professional Services representative and a Customer representative is required in order for the change to take effect.

V. TERMS AND CONDITIONS

This Statement of Work is entered into by and between eCloud Managed Solutions, LLC, a Georgia Limited Liability corporation ("eCloud") and Hardin County, KY ("Customer"). eCloud shall provide those services (the



"Services") described in any Statement of Work referencing this Agreement which is executed by Customer and accepted by eCloud. Acceptance by eCloud will be evidenced by return of a signed copy of the Statement of Work to Customer. The Statement of Work will incorporate, and be subject to, the terms and conditions of this Agreement. No changes to a Statement of Work shall be made except in writing and executed by authorized representatives of both parties.

1. **Confidential Information:** Customer acknowledges that the Proprietary Information (as that term is defined in Section 2 below) and all information transmitted by eCloud in connection with the performance of the Services, which is clearly marked as confidential, constitutes Confidential Information. Confidential Information of each party also includes information that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. eCloud acknowledges that information transmitted by Customer, which is clearly marked as confidential, constitutes Confidential Information. Each party agrees that it will receive and maintain the Confidential Information of the other party in confidence and, except as provided herein, will not use the Confidential Information for its own benefit or disclose it or otherwise make it available to third parties. The parties will take reasonable steps to ensure that their employees, representatives and agents comply with this provision. Confidential Information will not include information which is evidenced by written documentation: (i) is or becomes publicly available without the breach of this section by the receiving party; (ii) was known to the recipient prior to the time it was disclosed; (iii) is independently developed by the recipient without breach of this Agreement; or (iv) is received from a third party without obligation of confidentiality. At the termination of this Agreement and upon request from the other party, all information marked as confidential shall be returned to the respective owner or destroyed.

2. **Ownership Rights of eCloud:** Unless otherwise set forth in the respective Statement of Work, the ideas, concepts, know-how or techniques developed during the course of this Agreement by eCloud shall be the sole and exclusive property of eCloud, subject to a royalty-free, full paid-up non-exclusive license to Customer, and may be used by eCloud in any way it may deem appropriate. Unless otherwise set forth in the respective Statement of Work, all Deliverables, including without limitation any software, specifications, data, documentation, discoveries, improvements and inventions conceived, made or developed in the performance of this Agreement ("Proprietary Information") shall be the sole and exclusive property of Customer. eCloud agrees to execute all documents necessary to fully secure and perfect Customer's interest in the Proprietary Information, including the filing of patent and copyright applications. eCloud may elect to develop materials, which are competitive with Deliverables, which might be supplied to the Customer hereunder, irrespective of their similarity to such Deliverables.

3. **Limited Warranty:** eCloud warrants that the services furnished hereunder shall be performed in a professional and workmanlike manner. This warranty will be valid for a period of ninety (90) days from performance of the services. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF WORK HEREUNDER, eCloud MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES SUPPLIED UNDER THIS AGREEMENT. eCloud EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THESE SERVICES.

4. **Indemnity; Limitation of Liability:** eCloud carves out for Breach of Confidential or IP agrees to indemnify, defend and hold Customer harmless from and against any claims, demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of or caused by the breach of any representation, warranty or obligation of eCloud under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING ANY



LOSS OF PROFIT, REVENUE OR DATA) ARISING OUT OF THE USE, PERFORMANCE OR FURNISHING OF ANY DELIVERABLES OR SERVICES, EVEN IF EITHER PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. Each party's liability to the other party for damages, from any cause whatsoever and regardless of the form of action, shall be limited to the remedies set out in this Agreement, but in any event shall not exceed the charges paid or payable by Customer under this Agreement for the particular Services or Deliverables from which the liability arises. Customer agrees that eCloud will not have any responsibility or liability for hardware, software or other items or services provided by persons other than eCloud or its subcontractors. No actions arising out of the performance of Services or the furnishing of Deliverables under this Agreement may be brought by either party more than two (2) years after the cause of action arises, except that an action for non-payment may be brought within two (2) years of the date of the last payment made hereunder.

5. Independent Contractor: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship or employment relationship between the Customer and eCloud. Neither party has the right or authority to assume or create any obligation on behalf of the other party.

6. Insurance Requirements: eCloud represents that it carries sufficient worker's compensation, public liability and property damage insurance to protect against related liability, which may arise in the performance of services specified on any applicable Project hereto.

7. Entire Agreement: The overall project contract, along with this Statement of Work, represents the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements, commitments, representations or communications regarding the subject matter of this Agreement and any Statement of Work. All terms other than references to this Agreement or those business terms necessary to process and complete an order, contained in any purchase order or other type of Order Form you may use will be considered void. Any modification to this Agreement must be in writing and signed by a duly authorized agent of both parties. In the event of a conflict between the provisions of a Statement of Work and the provisions of this Agreement, the provisions of this Agreement shall prevail. The laws of Georgia, USA shall govern this agreement without regard to Georgia conflict of laws provisions.

8. Non-Solicitation: The parties each acknowledge that they are both involved in a highly strategic and competitive business. The parties further acknowledge that the hiring party would gain substantial benefit and that the non-hiring party would be deprived of such benefit, if one party were to directly hire personnel employed by the other. Therefore, except as otherwise provided by law, neither party shall, without the prior written consent of the other, solicit the employment of any personnel who performed work by reason of this Agreement or the work described hereunder ("Covered Employees"), during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. The parties agree that the damages resulting from breach of this provision are uncertain and that it would be impracticable or extremely difficult to ascertain the actual amount of the damages. Therefore, in the event either party violates this provision, the breaching party shall immediately pay to the non-breaching party an amount equal to US \$25,000 for non-exempt employees and US \$75,000 for exempt employees, as liquidated damages and the non-breaching party shall have the option to terminate this Agreement without further notice or liability. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated by the parties based upon the projected costs the non-breaching party would incur to identify, recruit, hire, and train suitable replacements for such personnel. If any court of competent jurisdiction determines that any part of this provision or Agreement is invalid, the remainder of this provision or Agreement will continue in full force and effect. The offending part will be interpreted to whatever extent possible to give effect to its stated intent. Notwithstanding the foregoing, this Section 8 shall not be deemed to prohibit (i) generalized



solicitations of employment through media advertisement, web site postings, employment firms or other general or non-targeted recruiting tools placed by or on a party's behalf to solicit for any employment position or positions, that are not specifically directed to the other party's Covered Employees, or (ii) the hiring of any Covered Employee whose employment with the other party has been terminated prior to the commencement of employment discussions between a party and such Covered Employee (absent any other actions otherwise prohibited by this Section 8).

VI. PURCHASE PRICE AND ENGAGEMENT AGREEMENT

PURCHASE PRICE

eCloud will provide Professional Services which include the deliverables as described in this document for the price indicated below. Travel related expenses incurred by eCloud for this engagement are not included in the quoted price and will be billed separately as an actual expense incurred. Quoted price below is valid for thirty (30) days from date of Statement of Work and does not include applicable sales taxes, if applicable. All amount shall bill be billed according to the below schedule and are due net 30 days from invoice date.

DESCRIPTION/MILESTONE	TOTAL AMOUNT
Phase 1 Account setup, security hardening and access management	\$8,500.00
Phase 2 Deploy & migrate production resources	\$1,375.00
AWS Funding	-\$9375.00
Travel & Expenses Not Included	\$0.00
GRAND TOTAL	\$0.00

MONTHLY MANAGED SERVICES	MONTHLY AMOUNT
Managed Service Fully managed AWS support, backup & disaster recovery provided by eCloud	\$1,100.00
GRAND TOTAL	\$1,100.00

ENGAGEMENT AGREEMENT

The signatures below indicate both parties' agreement to the deliverables, assumptions, Terms and Conditions, billing estimates, expenses, and terms identified in this Statement of Work. This agreement will not be valid until eCloud contacts Customer to validate that the Statement of Work meets the Hardin County, KY needs in terms of scope and deliverables. Start of the Project will commence upon acceptance and signature of this Statement of Work.

Hardin County, KY

eCloud Managed Solutions

Signature/Date

April 27, 2022

Signature/Date



Hardin County, KY	eCloud Managed Solutions
Printed	Printed
Judge/Executive	
Title	Title

VII. NEXT STEPS AND E-CLOUD TEAM

Please review the SOW and sign, date, and email and/or fax the completed document using the contact information below. Please provide a copy of the approved purchase order for this project. In the meantime, if we can answer any questions, clarify any issues, or provide assistance of any kind, please do not hesitate to contact us directly.

The individuals below will also support this professional services engagement and will meet to review any open issues and will provide Executive Leadership and oversight to the Account and PMO Team. This hands-on approach by our Senior Management will ensure prompt resolution of all issues that might arise and demonstrates eCloud's total commitment towards the success of this contract.

Eric Sanders, Managing Partner
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