

**DATA SHARING AGREEMENT
BETWEEN
WASHINGTON EMPLOYMENT SECURITY DEPARTMENT
AND
SKAGIT COUNCIL OF GOVERNMENTS**

1. INTRODUCTION

This Agreement is made and entered into by and between the Washington State Employment Security Department (hereinafter “ESD”) and the Skagit Council Of Governments (hereinafter called “SCOG”), pursuant to authority granted in chapters 39.34, 50.13 and 50.38 of the Revised Code of Washington (RCW), other relevant federal statutes, and related regulations.

2. DEFINITIONS

- 2.1** “Confidential Unemployment Insurance Data” or “UI data” means information in the records of ESD collected from employers and individuals for the administration of the state unemployment insurance program as set forth in the federal law (20 CFR 603) and state statutes (chapters 50.13 and 50.38 RCW). “UI data” is classified as Category 4 data under Washington’s OCIO Standards No. 141.10.
- 2.2** “Authorized user” means any SCOG employee approved by both parties to receive confidential Unemployment Insurance data.

3. PURPOSE

The purpose of this Agreement is to:

- 3.1** Set out the Terms and Conditions under which ESD will share Confidential Unemployment Insurance Data with SCOG as set forth in the federal law (20 CFR 603) and state statutes (chapters 39.34 and 50.13 RCW).
- 3.2** Define the safeguards against unauthorized use and re-disclosure of Unemployment Insurance data by SCOG.

4. STATEMENT(S) OF WORK

- 4.1** The parties shall share data based on the specifications of each numbered *Statement of Work* incorporated into this agreement by reference as Exhibit A.
- 4.2** Each numbered *Statement of Work* shall specifically identify the data requested, the purpose for which it will be used, the legal authority for the disclosure by ESD to SCOG and will be authorized and signed by both parties.

5. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the Terms and Conditions contained in this Agreement.

6. PERIOD OF PERFORMANCE

- 6.1** Subject to its other provisions, the period of performance of this Agreement shall start on the date of execution and end on 30 Nov 2023, unless terminated sooner as provided herein. ESD reserves the right to extend the Agreement for up to three additional year terms by mutual written consent of both parties. The total duration of this Agreement, including extensions, will not exceed five years.
- 6.2** Each Statement of Work, incorporated into this Agreement as Exhibit A, shall terminate on the date stated in the PERIOD OF PERFORMANCE clause of the respective Statement of Work, unless amended or modified as provided herein. No Statements of Work shall go past the end date of the entire agreement.

7. CONSIDERATION

SCOG agrees to adhere to the requirements of the Consideration clause stated in each of the numbered *Statements of Work* incorporated into this agreement as Exhibit A.

8. AGREEMENT MANAGEMENT

SCOG staff member responsible for the management of this Agreement is:	ESD staff member responsible for the management of this Agreement is:
Name: Kevin Murphy Executive Director 315 South Third Street, Suite #100 Mount Vernon, WA 98273 Phone: 360-416-7871 Email address: kmurphy@scog.net	Name: Madeline Veria-Bogacz UI Data Sharing Specialist 212 Maple Park Ave SE Olympia, WA 98501 Phone: 360-763-2340 Email address: mveriabogacz@esd.wa.gov

Agreement Managers:

- 8.1** Shall monitor the performance and compliance of this Agreement;
- 8.2** Shall be responsible for the review and acceptance of the other party's performance, deliverables, and reports; and
- 8.3** Will be the main contacts for any questions about the Agreement.

9. LIMITATION ON ACCESS AND USE

SCOG agrees to the following limitations on the use of the information provided by ESD:

- 9.1** The information provided by ESD will remain the property of ESD and will be returned to ESD according to the following procedures when the work

for which the information was required, as fully described in Exhibit A, numbered *Statement(s) of Work*, has been completed:

- 9.1.1** All ESD data records or screen prints not admitted as exhibits will be purged from all systems, servers, and computers.
- 9.1.2** All paper or compact disc copies will be shredded to a size no larger than 1/8 by 1 1/8 inch size in a crosscut shredder or deposited into a locked shredder bin to be shredded by a company contractually bound to maintain confidentiality of materials being shredded.
- 9.1.3** SCOG shall be responsible for the destruction of confidential Unemployment Insurance data after the work for which the data was required, as fully described in Exhibit A, numbered *Statement(s) of Work*, has been completed. SCOG's Statement of Work Manager identified in the respective Statements of Work shall inform the ESD Statement of Work Manager identified in the Statement of Work as to the method and frequency of which Unemployment Insurance is destroyed.
- 9.2** The information provided by ESD shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described in the applicable numbered *Statement(s) of Work*.
- 9.3** The information provided by ESD will not be duplicated or re-disclosed without the written authority of ESD.
- 9.4** SCOG shall not use the information provided for any purpose not specifically authorized under this Agreement.
- 9.5** SCOG shall protect the confidentiality of the information as required by the laws cited in this Agreement. SCOG shall protect the confidentiality of the information when sharing Unemployment Insurance data as provided under this Agreement.
- 9.6** If SCOG has reason to believe that personal information transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, or applicable law, SCOG will, as soon as is practical but no later than 24 hours, give ESD notice and take actions to eliminate the cause of the breach. SCOG shall provide detailed information, including the nature of the unauthorized activity, names of individuals involved, work locations where the incident occurred, and the action taken by SCOG in sufficient detail to enable ESD to conduct its own investigation if necessary.

To the extent the ESD deems warranted, in its sole discretion, SCOG may be required by ESD to provide notice to individuals whose personal information may have been improperly accessed or disclosed.

10. PHYSICAL SAFEGUARDS

SCOG agrees to the following minimum safeguards for the information provided by ESD as follows:

- 10.1** Access to the information provided by ESD will be restricted to only those authorized personnel who need it to perform their official duties in the performance of the scope of work fully detailed in Exhibit A, numbered *Statement(s) of Work*.
- 10.2** The information will be stored in areas that are safe from access by unauthorized persons during regular business hours as well as non-business hours or when not in use.
- 10.3** The information will be protected in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- 10.4** SCOG shall take precautions to ensure that only authorized personnel are given access to data files. Electronic access is to be authorized using hardened passwords that are changed at least every 90 days.
- 10.5** When applicable SCOG shall furnish encryption and decryption software compatible with ESD's software to ensure security and confidentiality.
- 10.6** SCOG will have up-to-date anti-virus software installed and shall be diligent in the timely updating of this software. This includes the timely installation of security patches for all information technology assets, hosts, and networks that process ESD confidential information.
- 10.7** SCOG shall establish a manual audit trail that logs the activities of authorized users. SCOG shall grant ESD access to the audit trail upon request for investigative and compliance monitoring purposes.
- 10.8** SCOG shall instruct all authorized personnel regarding the confidential nature of the information, the requirements of the LIMITATION ON ACCESS AND USE and PHYSICAL SAFEGUARDS clauses of this Agreement, and the sanctions specified in RCW 50.13 and other federal and state laws against unauthorized disclosure of information covered by this Agreement.
- 10.9** SCOG employees shall only access the ESD data provided through hardware or via subscription service owned or administered by SCOG which is located on county government premises. Data will not be accessed via the following devices, including but not limited to: cell phones or at wireless hotspots. ESD data may be accessed by authorized SCOG personnel through an encrypted connection to a virtual private network administered by SCOG.

11. REDISCLOSURE OF INFORMATION

- 11.1** Redisclosure of confidential information received from ESD is prohibited by chapter 50.13 RCW unless there is written authorization by ESD for the official purpose for which the information was originally requested. As part of approval of the redisclosure, the SCOG remains liable for the data after redisclosure, and shall ensure and party that obtains the confidential information is compliant with the terms and conditions of this Data Sharing Agreement.

11.2 Parties or individuals redisclosing confidential information in violation of chapter 50.13 RCW are subject to civil penalty. ESD may pursue criminal charges against individuals engaged in unauthorized redisclosure of Unemployment Insurance data.

11.3 SCOG agrees to reimburse ESD for all costs associated with the criminal referral and conviction of any SCOG employee engaged in any form of unauthorized redisclosure of Unemployment Insurance data.

12. EXPORT

SCOG agrees not to export, report, or transfer, directly or indirectly, Unemployment Insurance Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, SCOG agrees that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) is not, and is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) it will not use any Unemployment Insurance Data for, and will not permit any Unemployment Insurance Data to be used for, any purpose prohibited by applicable law.

13. DATA CLASSIFICATION

According to the Office of the Chief Information Officer (OCIO) Standard No.141.10, Section 4.2, agencies must classify data into categories based on the sensitivity of the data. Agency data classifications must translate to or include the following classification categories:

Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- a. Personal information about individuals, regardless of how that information is obtained.
- b. Information concerning employee personnel records.
- c. Information regarding IT infrastructure and security of computer and telecommunications systems.

Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

The information provided to SCOG under this Agreement is classified by ESD as **Category 4 – Confidential Information Requiring Special Handling.**

14. DATA REPROCESSING

SCOG shall have the right to reformat and/or reprocess the Unemployment Insurance Data using software or other technology, and the reprocessed Unemployment Insurance Data will be owned by ESD; provided that such reprocessed Unemployment Insurance Data shall be subject to the same restrictions regarding confidentiality, use, disclosure and transfer as the Unemployment Insurance Data covered hereby, and so marked to indicate such restrictions.

15. NO GUARANTEE OF ACCURACY

ESD does not guarantee the accuracy of the data provided.

16. TERMINATION OF ACCESS

- 16.1** ESD may at its sole discretion disqualify any individual authorized by SCOG from gaining access to Unemployment Insurance data. Notice of termination of access to Unemployment Insurance data will be by written notice and become effective upon receipt by SCOG. Termination of access of one individual by ESD does not affect other individuals authorized under this Agreement.
- 16.2** ESD Agreement Manager identified in Section 8 of this Agreement shall be responsible for informing the SCOG Agreement Manager of the termination of access.

17. SUBCONTRACTING

SCOG will not subcontract work or services contemplated under this Agreement and/or use an outside consultant except as provided for in the individual Statement of Work(s) without obtaining the prior written approval of ESD. SCOG acknowledges that such approval does not relieve its responsibility for Subcontractor compliance with all the terms and conditions of this Agreement.

18. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any provision of this Agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam-Era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief, provided that the prohibition against discrimination

in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

19. RECORDS MAINTENANCE

Both parties shall retain all records, books or documents related to this Agreement for six (6) years beyond the expiration/termination of this Agreement. Federal auditors and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

20. INDEMNIFICATION AND INSURANCE

20.1 To the fullest extent permitted by law, SCOG shall indemnify, defend, and hold harmless the state of Washington, ESD, and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of this Agreement. SCOG's obligation to indemnify, defend, and hold harmless includes any claim by SCOG's agents, employees, representatives, or any Subcontractor, or its employees.

SCOG expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to SCOG's or any Subcontractor's performance or failure to perform this Agreement. SCOG's obligation to indemnify, defend and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees or officials.

20.2 SCOG shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Agreement, as follows:

20.2.1 Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than one million dollars (\$1,000,000) per occurrence. Additionally, SCOG is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

20.2.2 Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by SCOG, automobile liability insurance shall be required. The minimum limit for automobile liability is:

One million dollars (\$1,000,000) per occurrence, using a Combined Single Limit for bodily injury and property damage.

20.2.3 The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance

policy/policies. All policies shall be primary to any other valid and collectable insurance. SCOG shall instruct the insurers to give Agency thirty (30) days' advance notice of any insurance cancellation.

20.3 If self-insured, the SCOG warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Agreement, and that the SCOG's Risk Officer or appropriate individual will provide to the Agency evidence of such insurance.

20.4 The SCOG will provide the Agency with a copy of the applicable insurance facesheet(s) or certification of self-insurance reflecting these coverage's and limits defined in this section. Insurance coverage(s) must be effective no later than the effective date of this Agreement and for the term of this Agreement. SCOG shall submit renewal certificates as appropriate during the term of this Agreement.

21. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.

22. NONDISCLOSURE AGREEMENT

SCOG agrees that all their authorized personnel who will have access to the information provided by ESD will sign a Nondisclosure statement, identical to that in Exhibit B, Nondisclosure Statement. The statement is consistent with chapter 50.13 RCW and the Terms and Conditions of this Agreement. No data may be released to any SCOG personnel until ESD receives the completed Nondisclosure Statement for that individual.

23. RIGHT OF INSPECTION

SCOG shall provide access to ESD, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor, evaluate and ensure the requirements of the state and federal statutes, related regulations, and this Agreement are being met. SCOG agrees to accommodate ESD's request for inspection, electronic monitoring, review, or audit and to allow on-site audits during regular business hours.

24. WAIVER

Any waiver by any party with regard to any of its rights shall be in writing and shall not constitute a waiver to any other or future rights of the party.

25. PENALTIES

SCOG understands and acknowledges that it has an affirmative obligation to take all reasonable actions necessary to prevent disclosure of Confidential Unemployment Insurance Data. Any redisclosure of information under Section 12, must be expressly permitted by ESD and documented in an amendment to this Agreement prior to any re-disclosure. Failure to obtain ESD's prior approval could subject the recipient to fines.

If misuse or unauthorized disclosure occurs, all parties aware of the violation must inform the ESD immediately but in no event longer than 24 hours. SCOG must take all reasonable available actions to rectify the disclosure to ESD's standards.

26. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

27. TERMINATION

27.1 This Agreement shall remain in full force and effect until terminated as provided in this Agreement. Either party may terminate this Agreement by giving ten (10) calendar days' written notice to the other party. The obligations of confidentiality shall continue and survive this Agreement.

27.2 In the event of termination of this Agreement, SCOG shall be liable to ESD for payment of services rendered by ESD that met the requirements of Exhibit A, Statement of Work and shall return Unemployment Insurance data to ESD on or before the effective date of termination, unless destroyed according to section 9.1 of this Agreement.

27.3 Immediately following termination or expiration of this Agreement for any reason, SCOG shall cease any and all use and distribution of the Unemployment Insurance Data, information and services derived therefrom, related documentation, and all other information and materials provided by ESD to SCOG under the Agreement, and SCOG shall at its sole cost return, delete, or destroy Unemployment Insurance Data then in its possession or under its control including, without limitation, originals, and copies of such Unemployment Insurance Data and provide certification thereof all of the foregoing items and materials to ESD within 60 days of such termination or expiration.

Certification of Destruction. SCOG agrees to certify that Unemployment Insurance Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where SCOG maintains Regional Data within 60 days of termination. SCOG shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

The failure to follow this section will subject the SCOG to the penalties stated in **Section 25**.

28. TERMINATION FOR CAUSE

Either party may terminate this Agreement in whole or in part at any time prior to the date of completion when it is determined that the other party has failed to comply with the conditions of this Agreement. The cancelling party shall immediately notify the other party in writing of the termination and the reasons for termination, together with the effective date of termination.

29. TERMINATION FOR FUNDING REASONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the affected party may unilaterally terminate this Agreement. Written notification of termination shall be mailed return receipt requested. Such action is effective upon receipt of the written notification.

30. SUBPOENA

Should either party receive a request or subpoena that would, fairly construed, seek production of privileged information that it received pursuant to this Agreement, the party receiving such a request or subpoena shall take reasonable measures, including but not limited to asserting the common interest privilege, to preclude or restrict the production of such information for ten (10) business days, and shall promptly notify the donor agency that such a request or subpoena has been received, so that the donor agency may file any appropriate objections or motions, or take any other appropriate steps, to preclude or condition the production of such information.

31. JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any legal action pertaining to this agreement shall be the Washington State Superior Court for Thurston County. All parties agree to the exclusive jurisdiction of such court and waive any right to challenge jurisdiction or venue.

32. AGREEMENT AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

33. ASSURANCES

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

34. ASSIGNMENT

Neither party shall assign this Agreement in whole or in part.

35. DISCLAIMER

Exchange of such information pursuant to this Agreement is not a public disclosure under 42.56 RCW.

36. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

- 36.1** Applicable Federal and State Statutes and Regulations;
- 36.2** Terms and Conditions as contained in this Agreement; and
- 36.3** Any other provisions of this Agreement, including the attached Exhibits.

37. SURVIVAL OF TERMS

The provisions of **Section 27** "Termination", **Section 9** "Limitation on Access and Use", **Section 10** "Physical Safeguards", **Section 11** "Redisclosure of Information", **Section 19** "Records Maintenance", **Section 25** "Penalties" shall survive the termination of this Agreement for any reason.

38. ALL WRITINGS CONTAINED HEREIN

This Agreement sets forth in full the entire agreement of the parties; and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

By signing this Agreement, both parties certify that their policies and procedures comply with the confidentiality requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State
Employment Security Department

Steven Ross

By

Director, LMEA

Title

DocuSigned by:

Steven Ross

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3/31/2021

Date

Skagit Council of Governments

Kevin Murphy

By (print name)

Executive Director

Title

DocuSigned by:

Kevin Murphy

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3/31/2021

Date

EXHIBIT A**STATEMENT OF WORK # 1****1. PURPOSE**

This Statement of Work establishes the terms and conditions under which ESD will share confidential Unemployment Insurance data with SCOG for purpose of regional planning.

Skagit Council of Governments is requesting access to confidential Quarterly Census Employment and Wages (QCEW) data for the purposes of regional planning. The employment data is an integral component used in the development of the travel demand models for Skagit County. Employment data is one component used to develop base year travel estimates. The base year travel demand estimates are used in the development of the regional transportation plan required to be developed by Regional Transportation Planning Organizations. The employment data is also used in the development of growth management plans for Skagit County. Base year employment data is used to assist in the development of future employment estimates for growth management planning.

2. DATA ELEMENTS TO BE DISCLOSED

ESD shall provide the following data to authorized SCOG employees for the purposes of carrying out activities described in this Statement of Work, Section 1. **PURPOSE**

3. FREQUENCY OF DATA TRANSFER AND SECURITY

ESD will provide to SCOG the following confidential data representing the appropriate quarter of data necessary for required purpose:

Quarterly QCEW Data which includes:

- Employer name
- Account number
- Serial Number
- Wages
- Description of the business
- Address of the business
- NAICS code
- Number of employees

Confidential data must be provided to SCOG on a secured medium such as a secured FTP server. Confidential data stored on SCOG system will be maintained in a secured manner and destroyed after use as specified in **Section 9, LIMITATION ON ACCESS AND USE** of the Interagency Agreement.

4. NON-DISCLOSURE STATEMENT

Authorized SCOG staff that review or work with Unemployment Insurance data must read and sign the ESD Non-Disclosure statement prior to viewing or working with the data. Signed copies of Non-Disclosure statements shall be returned to ESD Statement of Work Manager. The ESD Non-Disclosure statement is attached hereto and incorporated by reference to this Agreement as Exhibit "B".

5. PERIOD OF PERFORMANCE

The Period of performance for this Statement of Work shall commence on the date of execution and shall continue through 30 Nov 2023 unless terminated sooner as provided in the Master Agreement. ESD reserves the right to extend the Agreement for up to three additional year terms by mutual written consent of both parties. The total duration of this Agreement, including extensions, will not exceed five years.

6. STATEMENT OF WORK AMENDMENTS

This Statement of Work may be waived, changed, modified, or amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7. CONSIDERATION

No cost.

8. AGREEMENT MANAGEMENT

The work described herein shall be performed under the coordination of the following Statement of Work Managers or their successors, who will provide the assistance and guidance necessary for the performance of this Statement of Work.

SCOG staff member responsible for the management of this Statement of Work is:	ESD staff member responsible for the management of this Statement of Work is:
Name: Kevin Murphy Executive Director 315 South Third Street, Suite #100 Mount Vernon, WA 98273 Phone: 360-416-7871 Email address: kmurphy@scog.net	Name: Jeff Robinson UI Research & Forecasting Manager 212 Maple Park Ave SE Olympia, WA 98501 Phone: 360-890-3731 Email address: JRobinson@ESD.WA.GOV

9. APPROVAL

Now, therefore, in consideration of the mutual promises and undertakings contained herein and in the Interagency Agreement it supplements, the parties hereto consent to the provisions of Exhibit A, Statement of Work # 1.

Washington State
Employment Security Department

Steven Ross

By

Director, LMEA

Title

DocuSigned by:

Steven Ross

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3/31/2021

Date

Skagit Council of Governments

Kevin Murphy

By (print name)

Executive Director

Title

DocuSigned by:

Kevin Murphy

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3/31/2021

Date

EXHIBIT B**WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT
NOTICE OF NONDISCLOSURE**

As a non-Employment Security Department (ESD) employee, you may be given access to records or information that is deemed private and confidential by statute.

You may not make any unauthorized disclosure of private or confidential information about employers, clients/claimants or employees to any person or entity. Confidential information includes but is not limited to employee's wages or hours, unemployment insurance benefit records, and North American Industry Classification System (NAICS) codes of individual employers.

The unauthorized disclosure or abuse of information deemed private and confidential may subject you to a civil penalty of TwentyThousand dollars (\$5,000) and other applicable sanctions under state and federal law. (RCW 50.13)

I have read and understand the above Notice of Nondisclosure.

Printed Name

Job Title or User ID (AAAA000)

(Signature)

(Date)

The above individual has been informed of the obligations of the above referenced agreement and Statement of Work including any limitations, use or publishing of Confidential Data.

Supervisor's Name

Agency Name

Supervisor's Signature

(Date)

(An original of this notice must be returned to the Employment Security Department.)



P.O. BOX 9046, OLYMPIA, WASHINGTON 98507-9046

Amendment Number 1 to Contract Number K7106



BETWEEN

WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT

AND

SKAGIT COUNCIL OF GOVERNMENTS

Amendment Purpose: to extend the period of performance.

In accordance with Section 32, Agreement Amendments, the parties hereby agree to amend the contract as follows:

1. **Section 6 – Period of Performance:** The term is extended to November 30, 2026.

This Amendment is effective on December 1, 2023. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.

The parties hereby agree to execute this Agreement.

Skagit Council of Governments

DocuSigned by:
10/12/2023
711DD13472BE409...
Signature Date

Kevin Murphy

Print Name

Executive Director

Title

**Washington State
Employment Security Department**

DocuSigned by:
10/12/2023
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Signature Date

Emily Jitske Kok

Print Name

Chief Data Privacy Officer

Title