

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
SKAGIT COUNCIL OF GOVERNMENTS

THIS AGREEMENT is made and entered into by and between Skagit Council of Governments ("Agency") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

Agency agrees to the terms of each service as set forth in this agreement, including:

General Conditions for Service; Exhibit A
Technology Services; Exhibit B
Data Sharing Agreement; Exhibit C

Copies of which are attached hereto and incorporated herein by this reference as if set forth herein.

1. PURPOSE:

This agreement shall address services provided by the County to Agency. Each service is attached as an exhibit to this agreement as stated above.

2. TERM OF AGREEMENT: The term of this Agreement shall be upon execution by both parties through December 31, 2027.

4. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Central Services Director.

5.2 Agency's representative shall be the Executive Director

5. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers,

agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

7. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7.1 Termination of Agreement – Events of Default

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a) The Agency wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b) The Agency sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- c) The Agency uses a service to process information whose rated security classification is higher than the rated security classification of the service. Classification levels are described in Exhibit A. Each service described in Exhibit B will have a classification level assigned to it.
- d) The Agency intentionally performs an action that will result in damage to data, software or hardware used to perform services as described in this agreement including all attachments.
- e) The Agency provides access to confidential or proprietary information to unauthorized individuals, third parties, software programs or interfaces, without prior written permission of the County or in violation of the Data Sharing Agreement.
- f) The Agency intentionally or unintentionally bypasses, security controls, policies, processes, or policies which would allow or create the possibility of allowing unauthorized access to confidential or proprietary information.

8. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. **RECORDS REQUEST – PUBLIC RECORDS ACT:** As a public agencies, County and Agency are subject to public disclosure laws. Both parties agree pursuant to the

Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington, either party may receive a disclosure request for information that is owned by the other, hereinafter known as the Owner. Upon receipt of a request for information owned by the other party, the receiving party shall notify the Owner of the request. The Owner shall be responsible and bear the costs of taking legal action to prevent disclosure of relevant documents and electronic information. In no event shall the receiving party be liable to the Owner for disclosure of documents and electronic information the Receiving Party deems necessary to disclose under the law.

10. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

11. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. **CONFIDENTIALITY:** Information that accessed, created or modified under this agreement may be very sensitive in nature and subject to federal or state regulations. Unauthorized disclosure of this data could seriously and adversely impact the County or Agency or the interests of individuals and organizations associated with the County.

Agency acknowledges that some of the material and information that may come into its possession or knowledge in connection with the services performed under this agreement may consist of Confidential Information. Agency agrees to hold such Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract. Agency agrees to release Confidential Information only to authorized employees requiring such information for the purposes of carrying out their job function; and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without County's express written consent or as provided by law. Agency agrees to implement the same standard of care as it uses to protect its own Confidential Information but no less than reasonable standard of care.

The County has the right to refuse acceptance of proprietary or confidential information supplied by the Agency.

In the event of a Public Disclosure Request for Agency Information, Section 9 Public Disclosure shall control.

13. **WAIVER:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be

held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

14. SURVIVAL: The provisions of paragraphs 6 (Indemnification), 7 (Termination), 10 (Venue and Choice of Law), 12 (Confidentiality), 13 (Waiver), shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

15. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Skagit Council of Governments

DocuSigned by:



7110013147305400

Executive Director

(Date 1/9/2024)

Kevin Murphy

Print Name of Signatory

Mailing Address:

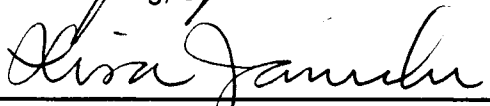
315 S. 3rd Street, Suite 100
Mount Vernon, WA 98273

DATED this 5 day of February, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Peter Browning, Chair



Lisa Janicki, Commissioner

ABSENT

Ron Wesen, Commissioner

Attest:



Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:



Department Head

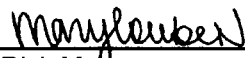
County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

Exhibit A

General Terms and Conditions – Technology Services

1 DEFINITIONS

1.1 DIRECT TECHNICAL SERVICE

A Direct Technical Service is a service used by and billed directly to agencies. An example of a direct technical service would be a service such as electronic messaging. This service is billed based on the number of accounts and each agency that uses the service can expect to see a bill based on total cost of delivering the service. All services below will identify if they are a direct technical service.

1.2 INDIRECT TECHNICAL SERVICE

An indirect technical service is a service that other services utilize in order to accomplish their scope of work. The Skagit County Data Center is a good example of an indirect technical service. Many services rely on the Skagit County Data Center for facilities, physical security and redundant power, however there is no direct billing to any agency for its use.

2 SERVICE AVAILABILITY

County will strive to provide service available twenty-four (24) hours per day, seven (7) days a week unless stated otherwise in Technology Services, Exhibit "B". The following items are exceptions to Service Availability.

2.1 SCHEDULED MAINTENANCE

The County reserves the right to schedule preventative maintenance on all systems. When possible, preventative maintenance will be scheduled a minimum two weeks in advance and attempt to minimize impacts to each user agency. The Agency will have three (3) business days after getting notification of scheduled maintenance to inform the County if the scheduled maintenance will cause an undue burden on the Agency. County and Agency will discuss the issue and work to resolve a mutually agreeable time to conduct the maintenance if the maintenance can be delayed.

Scheduled maintenance may result in loss of service for a period of time.

2.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in that systems will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. When possible, the Agency will be informed a month prior to the scheduled upgrade time. Skagit County will make every reasonable attempt to schedule the upgrade to minimize impacts to each Agency; however, both parties agree that due to the wide use of this system and the minimal amount of support personnel, there will be Agency impacts.

2.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Agency when possible.

2.4 SYSTEM FAILURE

It is possible that the system may fail due to unforeseen hardware, software, security or network

Exhibit A

General Terms and Conditions – Technology Services

failure. In the event of a failure, County will work to restore services as soon as practical. County reserves the right to move services to backup systems if needed, but is not required to do so.

3 AUTHORIZED USE

This agreement is intended for use by the Agency's authorized agents only. All accounts must be approved by the County.

4 SERVICE CHARGES

Charges for products and services provided by the County will be based on actual costs incurred by County. All billing will be on a quarterly basis based on the actual expenditures for the previous quarter.

4.1 CALCULATIONS FOR TECHNOLOGY SERVICES

For each service there is a metric that is defined that is used to determine the allocation of costs to the Agency. Some examples of metrics, include, but are not limited to number of accounts, workstations, disk space used, and physical space used. Each service has a unique metric defined and can be found in the exhibit attached describing the service.

The formula for determining the cost per agency for Services Billing shall be:

$$(TC - S) * (AM/TA)$$

Where;

TC = Total cost of support for systems required to support the service inclusive of Help Desk Expenditure within a fiscal quarter.

S = Other external revenues (including grants)

AM = Number of items used to calculate the Metric for an Agency

TA = Total number of Metric items of all Agencies.

4.2 TECHNICAL AND ADMINISTRATIVE SERVICE COSTS

Many services offered by County utilize other technology services in order to accomplish the scope of work. Each service described in Technical Services, Exhibit B, shall identify other technology services required for use. These currently consist of, but are not limited to;

- Administrative Services – Those expenses and labor that support all services provided by Skagit County Information Services.

Each of these technical services use the same cost allocations model as described previously.

4.3 PROFESSIONAL SERVICES

Exhibit A

General Terms and Conditions – Technology Services

Professional Services shall be incorporated into this agreement as an amendment. Each service shall address scope and compensation of the work to be performed.

Professional Services shall not be initiated under any circumstance unless approved by the Skagit County Board of Commissioners..

4.4 COUNTY PAYMENT OF TAXES

If the County is required to pay sales or use tax in order to provide service under this Agreement to Agency, such taxes will be added to the total cost of the service being provided.

4.5 INVOICES AND LATE PAYMENT

The County will invoice Agency quarterly detailing charges for services rendered during the preceding quarter. Payment is due upon receipt of invoice by Agency and becomes delinquent 30 days thereafter.

A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued.

5 SOFTWARE

Computer applications programs and other software systems furnished to Agency by the County at no charge to Agency are furnished on an "as is" basis with no representations or warranties regarding use or results.

5.1 OWNERSHIP OF SOFTWARE

All software required to operate services as defined in exhibit "B", shall be provided by County and shall not be jointly or cooperatively, acquired, held, or disposed of.

In the event that software can be separately licensed by Agency and such license allows use with County's service offering, Agency shall have responsibility to acquire and dispose of this form of licensed software. Software of this type shall be identified in the services section in Exhibit "B".

6 Termination

6.1 BUYBACK OF EQUIPMENT

On contract termination the Agency may opt to buy any equipment in use by Agency to perform their business functions. County agrees to sell the equipment based on the depreciated value which is calculated as the cost of the equipment times the ratio of the current equipment life divided by the anticipated life of the equipment in months.

Depreciated Value = Cost * (Months of use / total anticipated life in months)

6.2 SOFTWARE

In the event of contract termination, the County will transfer licenses/subscription to Agency if the

Exhibit A

General Terms and Conditions – Technology Services

license or subscription agreement with the vendor supports such a transfer.

In the event, that the license agreement does not support the transfer of the license, the Agency will be responsible for the costs of the software to the end of the subscription or license agreement term as applicable.

7 AGENCY FIELD OFFICE ENVIRONMENT AND COMPUTING DEVICES

Agency is responsible to provide computing devices, for its authorized agents that comply with Vendor's published standards as applicable for each technology service utilized.

7.1 AGENCY MAINTENANCE DEMARCACTION POINT

County will repair, configure and maintain the services provided and defined in Exhibit B and specifically owned by County.

County shall have no responsibility to repair, configure or maintain Agency own equipment or software, including but not inclusive of, workstations, network equipment, network transmission lines, printing devices, smart devices, or any other equipment or software application resident on Agency's network.

Skagit County shall have no responsibility or incur any liability in regards to the delivery of telecommunications by third parties unless elsewhere specified in this agreement.

7.2 AGENCY EQUIPMENT COSTS AND MANAGEMENT

The Agency shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone lines and other supplemental equipment and the costs of connecting that equipment with the County's equipment, if necessary. The Agency will be responsible for trouble shooting, maintaining and managing their equipment and network to the County demarcation point.

Agency equipment that is located in County facilities shall be tagged with an inventory tag identifying that equipment as Agency owned.

8 CONFIGURATION MANAGEMENT

All configuration changes to County provided services will be made by Skagit County Information or Geographic Information Services or system support vendors in coordination with the County. The Agency will provide County with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the system.

9 DISASTER RECOVERY

Where applicable, County shall implement a disaster recovery capability consisting of creating a secondary copy of systems used in support of County provided services. Disaster recovery is intended to restore data in the case of a catastrophic event. The secondary copy is only maintained for a short period of time and then refreshed and is intended only to restore County

Exhibit A

General Terms and Conditions – Technology Services

provided services and data.

10 GRANTS

County has no obligation to support any grant award received by Agency unless specifically agreed to be the County as part of the service scope of work, as described in Exhibit "B".

11 SECURITY AND INTEGRITY

The Skagit County network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Agency is responsible for securing their organization's computer resources against all unauthorized access.

By entering into this agreement, Agency agrees to participate in Skagit County's Security Program. This program provides security awareness training to staff members, implements approved security controls,

The County, in conjunction with the Agency shall work to comply with Federal, State and Local security requirements. Each Technical Service may have specific security requirements that are defined in the Technical Services, Exhibit B.

12 SUPPORT COVERAGE

12.1 SKAGIT COUNTY SERVICE DESK COVERAGE

The Skagit County service desk is staffed approximately 8 hours per day, five days a week, excluding holidays and County closure days. Support hours are generally from 8:00 AM - 4:30 PM. The phone number is:

(360) 416 - 1111

Guaranteed availability of the Service Desk personnel is not possible due to staffing constraints. The Service desk will log computer and network problems and dispatch problems to the responsible engineer. If the service desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The service desk will return the call as soon as possible.

The Agency may also send electronic mail to us regarding problems at **HELPDESK@CO.SKAGIT.WA.US**.

The Agency is responsible for providing a current contact list of employees who are authorized to request services from Skagit County.

12.2 AFTER HOURS COVERAGE

After hours support is not part of this agreement. There is no support offered outside of service desk hours.

Exhibit A

General Terms and Conditions – Technology Services

13 LIMITATION OF LIABILITY

13.1 NON-CONFORMING SERVICES

For any services which fail to conform to the specification(s) detailed in this Agreement and such failure is caused solely caused by the negligence of Skagit County, the County's liability shall be limited to reimbursement of the quarterly charges in which the service(s) failed to conform.

If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. Agency is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished to the Agency by County.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

County is not liable for system failure, power loss, loss of Internet, loss of network connectivity, software system failure, security breach/failure or other unforeseeable conditions that result in the unavailability of service to Agency.

13.2 LOSS OR DAMAGE TO AGENCY SUPPLIED DATA

For any loss or damage to Agency supplied data or programs due to negligence of the County, Agencies liability shall be limited to reasonable attempts by County to replacement or regenerate lost or damaged data from the County's supporting material. County shall limit reasonable attempts to restore information to 40 hours of staff time per incident per service.

13.3 DAMAGES

Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

13.4 THIRD PARTY CLAIMS

In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

14 OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public record or other materials prepared by the Coun and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

All writings, programs, data, public records or other materials prepared by the Agency and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the Agency

Vendors providing software, hardware or services shall retain all intellectual property rights for programs, documentation or other optional materials to County or Agency.

Exhibit A

General Terms and Conditions – Technology Services

15 DATA CLASSIFICATION

Each service described will have a security rating associated with it that specifies the type of information that the system is rated to process. Data is classified as follows:

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 user 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 public 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 Information Technology 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.

Each service will have a data classification rating. Agency's shall interpret the rating to mean that the service is authorized to process the level of data category specified and below. A system rated at Category 3 is also rated to process Category 1 and 2 data classifications.

15.1 FEDERALLY PROTECTED INFORMATION

Federally Protected Information shall be considered Category 4. In the cases where a service is rated to process Category 4 information it shall also state what federally protected data it has been certified to process as well

Exhibit B

Technical Services

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Exhibit B

Terms and Conditions – Technical Services

1 Data Security

As part of the scope of this agreement, Agency may have access to confidential information on Skagit County systems. These system(s) contains information that is confidential under RCW 42.56, the Public Disclosure Act.

Under this agreement Agency agrees to:

1. Follow County's security policy on data security and access, consistent with applicable Federal and State laws.
2. To maintain the confidentiality of information in accordance with Federal and State Laws.
3. Not to remove any Skagit County data from Skagit County computer systems, unless agreed upon in writing by County. Agency data may be removed at the discretion of the Agency.
4. Manually lock, logoff or shutdown Skagit County provided workstations and logoff County servers, when staff members are leaving the workplace for an extended period of time or have finished work as defined in the scope of work below.
5. To meet password requirements as set by Skagit County
6. To use two-factor authentications systems provided by Skagit County when performing the Scope of Work remotely.
7. Keep all UserID/password combinations confidential.
8. Do not share Skagit provided individual UserID/passwords with any other person.
9. Shall not submit a new password that is the same as any of the last four passwords used by the individual.
10. Ensure electronic media containing Skagit County and/or Agency data is disposed of securely and safely when no longer required.
11. Sanitize media containing sensitive or confidential information when no longer needed or on contract expiration.
12. County will perform evaluation on software requested by Agency and not in County's software portfolio. County may elect not to install software based on compatibility issues, staff work load or legal requirements.
13. Agency agrees to have individual issued passwords expire within a maximum of ninety (90) calendar days.
14. Agency agrees that it will not connect any equipment to County's private network without permission by County Information Services Department.

2 Network

Agency agrees to provide network cable for connection to County Systems as follows:

1. All equipment attached to County network shall be on network lines that do not exceed 5 meters.
2. Ensure all Ethernet cable is installed per ANSI/TIA/EIA commercial building telecommunications cabling standards.
3. Ensure adequate network jacks are installed so that all anticipated network devices have an in-wall connection. County will not provide switches or hubs outside of the secured network area.

Exhibit B

Terms and Conditions – Technical Services

4. Have a network area that is secured (locked) whenever staff is not in attendance.
5. Ensure Ethernet cable is rated at Category 6.
6. Ensure there is 110 VAC available for network equipment.

County shall provide:

1. Network Switch with capacity to connect Agency workstations, Laptops, printers, phones and other peripheral devices.
2. County will contract with the City of Mount Vernon to install a fiber optic line that will connect to County private network on behalf of Agency.
3. County will provide an Uninterruptable Power Supply to provide power to the network devices if power is lost to the Agency building. This supply will be placed in the network rack.
4. County will supply power distribution to the network equipment.
5. County shall provide high speed Internet Services to Agency

3 Systems that are shared with other County Funds

Agency agrees to share in the cost of services that are used by Agency and other County Departments. Such systems include:

- Information Technology Monitoring and Data Security systems and Services
- Network Security systems
- Work Management Tracking Software

4 Systems and Software billed to Agency

Agency will pay direct costs for individually licensed software specific to SCOG.

Agency will be billed directly for these items. :

- Fiber Optic connection to County
- Software requested by the Agency and approved by the County such as Adobe Acrobat, Quickbooks, Pleasant Password Manager, GoTo Meeting subscription.

The Agency shall be able to add or remove software licensing as desired as long as the Software is evaluated per Skagit County's evaluation and procurement processes and software licensing meets vendor requirements. Removal or addition of software shall be documented using the County's work order system. A list of current software licenses will be made available to Agency on request.

4.1 Professional Services

County maintains a work order tracking system for work to be performed on behalf of Agency. All work that is not defined in other service herein will be documented in the work order system.

Exhibit B

Terms and Conditions – Technical Services

Agency will be billed for time and materials for professional services requested. County will provide a good faith estimate to Agency if required.

4.2 Workstation, Laptops, Printers, Servers and Peripherals

County shall provide and configure workstations, servers, printers and peripheral devices for Agency as agreed upon with County.

Specific support of these systems is identified in the services below and provided here for reference.

1. Workstation and Laptop support are provided under Agency Shared Services [8]
2. Server support is provided under Agency external services [37]
3. Replacement of printers and peripheral devices are done per the County's Technology Replacement Plan. County will procure devices per this plan.

4.2.1 Software

Workstations, laptops and tablets are configured with the following software:

1. Microsoft Windows
2. Microsoft Office O365
3. Adobe Reader
4. Microsoft Browser
5. Virus Software

Other software is available based on licensing and distributed through the "Software Center" or installed by Information Technology Staff. The Software Center is available on all desktop and laptop computers and provides software that the Agency has access to. This includes free software and paid, licensed software as applicable and agreed.

Software currently in use by Agency will be installed per license requirements by County staff.

4.2.2 Addition or deletion of software

Agency may request additional software or the removal of software.

4.2.2.1 Requesting additional software

Software requested by agency shall be reviewed by Skagit County Central Services staff for operational issues and software licensing. County shall keep an inventory of all Agency software in order to ensure licensing objectives and cyber security inventories. County shall use its software evaluation processes for approval and installation of small software items.

Large cost items may require additional processing and will be discussed with Agency as requested.

4.2.2.2 Requesting removal of software

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Terms and Conditions – Technical Services

Agency may request the removal of software at any time. Removal will be based on software license requirements as provided in any terms and conditions of the software license or other related documentation.

4.2.3 New workstations for employees

As part of Agency Shared Services [8], new workstations or laptops for new employees or volunteers as required by Agency will be provisioned. The metric for cost allocation will be based on the number of workstations/laptops. No initial funds will be required for the procurement from agency. Software licensing will be included in the new employee / workstation cost allocation.

4.2.4 Workstation/Laptop System Security

Workstations are configured so that software can only be installed by Information Services staff or through the Software Center.

Workstations and laptops are deployed with Virus software installed.

4.2.5 Workstation and Laptop Backup

Data should always reside in the Agency's network share or on other network resources. Physical hard drives in Workstations or Laptop's are NOT backed up, Any data stored on local hard drives, unless synchronized with the County network are the Agency's responsibility to obtain and manage a backup copy.

4.3 Service Compensation

Specific work done on behalf of Agency to support computing devices will be billed per Professional Services above.

Work done on behalf of all workstations such as patch deployment shall be billed as a shared funds described above.

5 Disaster Recovery Service [5]

This service is primarily an *indirect technical service* that supports all services that create electronic information.

5.1 Service Scope

This service pays for hardware, software, consumables and professional services to support the Disaster Recovery system.

5.2 Service Compensation

Compensation shall be the total cost of all software, hardware, consumable items and professional services within a billing period. The metric to determine the cost per fund of this service shall be based on the Number of workstations the fund owner has.

Exhibit B

Terms and Conditions – Technical Services

5.3 Service Specific Terms and Conditions

There are no specific terms and conditions for this service.

5.4 Security Level of this Service

This services is rated to process up to Category 4 information.

Exhibit B

Terms and Conditions – Technical Services

6 Phone Service [6]

This service provides phone and phone conferencing capabilities to Agency

6.1 Scope

County shall provide the following services

- Mitel phone(s)
- Conference Bridge
- Notification service (if desired)
- Management of Phone System

Agency shall be billed directly for initial licenses, phone costs and installation labor.

Agency will have access to internal Skagit County phone numbers. Agency agrees that internal phone numbers are private and Agency shall not share them with any other entity.

6.2 Service Compensation

The Metric for Compensation calculations shall be the number of phone lines (numbers) utilized.

6.3 Service Specific Terms and Conditions

County shall provide:

1. Software Licensing and phones as requested by Agency
2. Installation of phones and training on use.
3. Access to the County Conference Bridge
4. Configure of phone workflow to meet Agency needs
5. Long distance Domestic and Canada. Other country calls must be coordinated with County.
6. Maintain the phone system and telecommunication lines.

6.4 Voice Mail

County shall configure voicemail accounts to initially hold 15 phone messages per each phone line allocated to Agency. This may be increased at the direction of the Agency.

6.5 Call History

County by default will configure call history to be off. County will turn on Call History at Agency's request.

6.6 Security Level of this Service

This service, with the exception of Voice Mail is rated to process up to Category 4 information. Voice Mail is only rated to Category 3 information.

Exhibit B

Terms and Conditions – Technical Services

7 Agency Shared Services [8]

7.1 Service Scope

This service consists of costs that are shared by ALL Central Services customers for network and cyber security support. This also includes a clearing house of laptops, workstations and monitors that are available as needed for system replacement or repair.

- Laptop and Workstations clearing house
- Cyber Security software to perform vulnerability scanning, perform audit log analysis
- Storage Area Network costs to include additional disk storage as needed to meet business needs.
- Monitor replacements.
- Printer and Copier Maintenance and Repairs
- Equipment Disposal
- Core Switching costs

7.2 Service Compensation

The metric for Agency shared services will be the number of workstations/laptops provisioned to a fund and supported by County Information Services.

If it is workstation based, then we are charging to [8] if it is workstation based, then it is in [37] it is employee based.

Hot swap of hardware in [8].

7.3 Security Level of this Service

The equipment may be used for up to Category 4 information if other cyber security elements as required to process Category 4 data are implemented.

8 Secure File Transport Service (SFTS) [9]

8.1 Service Scope

The Secure File Transport Service is a **direct technical service**. It is also used by other services as an Indirect Technical Service with costs being apportioned between all uses. Secure Internet File Transfer Services are intended to provide the capability to encrypt transmission of files across the Internet to the intended receiver of the file.

This service shall:

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Terms and Conditions – Technical Services

- Provided a password protected account for the agency to upload/download files for transfer across networks.
- Provide a password protected account for the user of the service for which the agency wishes to share files.
- Instruction to Agency and file sharing partners on how to correctly use this service.
- Management, troubleshooting and support of the hardware and software used to operate this service.

8.2 Service Compensation

The metric for the Secure Internet File Transfer Service will be the number of County and/or Agency employees or Contractors provided accounts to utilize this service.

8.3 Service Specific Terms and Conditions

8.3.1 Provision of SFTS Accounts

Each account provisioned will need to meet the security needs of the agency. As such, there are cases where many accounts may be needed by an agency in order to meet their security needs. Agency shall discuss security options with County prior to provisioning of any SFTS accounts.

8.3.2 Agency Responsible for Data Preservation

All files that are transferred by this service are considered transitory. As such there is no backup or disaster recovery processes that run on this system. In the event of a disaster, Information Services will rebuild the system to its initial state. All data will be lost. The Agency is responsible to ensure it has a copy of the primary record that will be transferred through this service.

8.4 Security Level of this Service

This services is rated to process up to Category 3 information.

Exhibit B

Terms and Conditions – Technical Services

9 Public Wireless Service [11]

This service provides public wireless Internet Service to Agency

9.1 Scope

County shall provide the following services

- Wireless Access Points.
- Access to the Internet through the Public Wireless system
- Virtual Private network software for Agency laptops and tablet devices

Agency shall be billed directly for initial Access Points and installation labor. County will provide Agency a good faith estimate of these costs.

County will not troubleshoot wireless issues with devices that are not maintained by County.

9.2 Service Compensation

The Metric for Compensation calculations shall be the number of Wireless Access Points allocated to Agency and County departments.

County will install and configure County maintained laptops and tablets with Virtual Private Network capabilities as requested.

9.3 Service Specific Terms and Conditions

Skagit County will provide Access Points, Internet Service, repair and maintenance of the Wireless system.

Skagit County has installed and will maintain redundant wireless controllers in order to provide high availability for this service.

9.4 Security Level of this Service

This service is rated to process up to Category 1 information.

The Virtual Private Network connection is rated to process Category 3 information

Exhibit B

Terms and Conditions – Technical Services

10 Remote Access Services [16]

10.1 Service Scope

County shall provide Remote Access services, which are intended to provide multi-factor authentications to applications/data operating within Skagit County secured data centers or governmental clouds. The County, as of this writing uses Citrix technology for remote access, however is investigating other technologies. The term Citrix in this context shall mean the Citrix or Citrix replacement technology employed by the County through the duration of this agreement. The system also includes support for Virtual Private network software using NetMotion or Cisco's AnyConnect software, Mobile Device Management using Microsoft Intune and Due multi-factor authentication as required to meet customer needs. This service shall include:

- Access to County's internal network using Remote Access systems as described above.
- Access to data files owned by the Agency and resident in Skagit County's private data centers.
- Provisioning of a security key (keyfob) or other security device(s) to provide multi-factor authentication.
- Encryption of data between the Agency's remote devices and the remote access systems.
- Applications configured on the Citrix storefront and licensed by Skagit County for use by Agency.
- Access to Office 365 applications using Android or Apple IOS devices.

10.2 Service Compensation

The metric for the Remote Access Service will be the number of County and/or Agency employees, volunteers or Contractors authorized to access this service.

10.3 Service Specific Terms and Conditions

Agency is responsible to ensure that they have proper licensing for applications on their Android or Apple IOS devices.

10.4 Agency Responsibilities

Agency shall be responsible to:

- Provide all desktop and/or mobile devices for their employees or volunteers for non-county provided devices.
- Configure desktop and/or mobile devices to access Skagit County's Remote Access Citrix Service for non-county provided devices.
- Procure and/or provision the Internet to devices owned and operated by Agency that will be used to access the Remote Access Citrix Service.
- Ensure that all Agency devices meet the published system requirements for use of the Citrix Receiver software as provided by Citrix and used to access Skagit County's Remote Access Citrix Service.
- Ensure that Agency devices meet the published system requirements for access to the Office 365 tenant using Android or Apple IOS devices.
- Use only devices that have been authorized by County for use of this service.

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Terms and Conditions – Technical Services

- Agency agrees that each employee that utilizes this service shall have a unique account that shall not be shared with any other individual.
- Agency agrees that employees with access to the Remote Access system shall not share account passwords.

10.5 Limitation on devices supported

Only devices that utilize the Microsoft Windows , Android or Apple IOS operating systems at the published software required levels are supported.

10.6 Security Level of this Service

This service is rated to process up to Category 3 information.

11 Financial System Service [18]

The financial system service is available to public agencies within Skagit County's jurisdictional boundaries that are authorized to access or process financial information by the Skagit County Auditor or Skagit County Treasurer.

11.1 Service Scope

Skagit County shall provision the financial system to the Agency for the purposes of looking up or processing financial information of the agency. The service includes:

- Access to the Cayenta financial system to include general ledger, purchasing, personnel module as applicable and authorized by the Skagit County Auditor or Skagit County Treasurer.
- Service Desk support with issues accessing the Financial System Service
- Addition, modification or deletion of accounts to access the financial system service
- Tracking of all requests by Agency in support of this service.
- Assistance with printing from this service to Agency devices.
- Access through the Remote Citrix Service if applicable, the service terms and conditions shall be incorporated into any agreement with agency requiring remote access.

11.2 Service Compensation

The metric used for this service shall be the number of accounts used to access the service. Each individual user of the service is required to have a unique account.

11.3 Service Specific Terms and Conditions

11.3.1 Agency Responsibilities

The Agency is responsible to:

- Monitor the number of accounts they use to access the Financial System. Agency may request additional accounts or the deletion of an account at any time.
- Agency is responsible for configuration, acquisition, troubleshooting, management and

Exhibit B

Terms and Conditions – Technical Services

- implementation of its private network and devices owned by Agency to access this service.
- Agency is responsible to ensure their equipment, desktop computers and other devices are compatible with the Financial System Service as documented by Cayenta, Inc. for the current version of the Cayenta software operated by Skagit County.
- Provision of a high speed, DSL or greater, connection to the Internet, or to establish an RIGN connection to Skagit County.
- Provision the Microsoft Office product for each employee's workstation that will utilize the Financial service at the same version level as operated by Skagit County. The financial service utilizes Microsoft Internet Explorer, Word and Excel. Microsoft Edge will be the only supported browser after County upgrades Cayenta to Version 9.2.
- Ensure that Agency employees do not share passwords for accounts with each other.
- Each Agency employee shall have a separate account with a unique password.

11.4 Indirect Technical Services

The following indirect technical services are utilized by this service

- a) Remote Access Service – used for vendor support.

As such an allocation of the cost of the service will be part of the billing.

11.5 Security Level of this Service

This service is rated to process up to Category 3 information.

Exhibit B

Terms and Conditions – Technical Services

12 Administrative Costs [29]

Administrative costs are paid for by all funds and agencies that utilized Skagit County Information Technology services. These costs include:

1. Cyber Security program costs, that include security appliances.
2. Transportation costs for Information Technology Staff
3. Fiber Optic management and support costs
4. Core Switches – Switches that operate Skagit County's fiber network ring
5. Information Services Work Order and Asset Tracking System
6. Administrative work related to Budget, Billing, and service management
7. Administrative costs.

12.1 Administrative Services Detail

12.1.1 Cyber Security Program

Skagit County has established a Cyber Security program. This program is funded by all funds that use Information Technology services. The objectives of the Cyber Security Program include but are not limited to the following items.

1. Perform initial and periodic risk assessments, generally for Category III and Category IV systems. Any system may have a risk assessment performed if County or Agency determine a specific need. Category IV systems require initial and periodic risk assessments per statutes.
2. Provide intrusion detection and response capabilities.
3. Increase awareness of Cyber Security Threats to the organization and agency partners.
4. Provide vulnerability assessment and maintenance
5. Perform Business Impact Analysis and manage the Disaster Recovery plans
6. Advise the organization on security policies and best practices. Implement plans and procedures based on acceptance of policies and best practices by County Administration and Agency Partner steering committees.
7. Implement and manage the County's Security Maturity Program
8. Develop plans, controls, procedures and advise on policies required to comply with Federal and State legislative requirements, Industry security standards or contractual obligations relating to Cyber Security.
9. Cyber Incident Response Plan
10. Other Cyber Security threats and issues as those issue become known.

12.1.2 Core Network

Skagit County operates a fiber optic ring, to provide a high capacity network to support governmental operations. All services utilize this network.

Exhibit B

Terms and Conditions – Technical Services

12.1.3 Work Order and Asset Tracking System

Skagit County Information services tracks all customer request through a work order The system is also used to track and manage assets such as workstations, laptops, servers, network equipment and others.

All Agency requests and managed inventory will be tracked through the system. Agency can request reports of requests being processed or inventory information at any time.

12.2 Service Compensation

The metric for the Administrative Service will be the number of employees per department or agency. Security Level of this Service

This services is rated to process up to Category 4 information.

Exhibit B

Terms and Conditions – Technical Services

13 Shared Costs Service (SCExternal) [37]

13.1 Service Scope

This service shared costs for several technologies and systems that are used by many different departmental funds.

Services incorporated into this shared services include, but

1. Internet Services
2. Virtual Server provisioning hardware, software and maintenance
3. Networking testing equipment
4. End Point Protection software
5. Microsoft Office 365 (O365) Licensing
6. Security Awareness Training
7. Information Services operational costs
8. Email Filtration software
9. Other software or hardware systems as authorized by the Board of County Commissioners

13.2 SCExternal Service Detail

13.2.1 Internet Services

County shall provide high speed Internet Services to Agency. This service may change from time to time and does require maintenance. Agency will be notified of any significant changes to this service or when maintenance will be performed. Maintenance generally is done after business hours.

13.2.2 Microsoft Office O365

The Office O365 subscription provides Microsoft Office products in Microsoft's Government Cloud. These products are available on any supported device and as provided through Skagit County's access policies.

This section defines specific responsibilities for the O365 services. Microsoft Outlook, which includes email management capabilities shall be identified as Electronic Messaging Service.

4.2.2.3 Electronic Message Service Scope

The Electronic Messaging Service shall:

- Deliver electronic mail via Microsoft Outlook or Outlook web Access
- Provide electronic mail filtering
- Provide electronic mail virus prevention and detection capabilities

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Terms and Conditions – Technical Services

- Provide service desk support for electronic mail problems and issues
- Accept requests from Agency to create, modify or delete electronic messaging accounts
- Address problems with routing of electronic messages
- Provide a backup of the electronic messages and associated data
- Provision a domain in conjunction with Agency for receipt and delivery of its electronic messages.
- Limit access to Agency data to only those employees of County with reasonable need to access Agency data in order to perform their job functions in support of this service.
- Maintain a two (2) week disaster recovery backup.

4.2.2.4 Electronic Messaging Service County Responsibilities

County is responsible for the Electronic Messaging Service as follows:

- 1) County shall manage, support, troubleshoot and repair Microsoft Electronic Messaging Services and all required licensing.
- 2) County shall remote access for Agency employees to access the O365 system through mobile device management. See the Remote Access Service. Devices not on the County network must have an Agency provided Internet access.
- 3) County shall ensure that the Electronic Messaging system is backed up per the County Disaster Recovery policies. Note: Electronic messages that are moved to a workstation/laptop hard drive or moved externally from the County's network are not backed up. Agency is responsible for management of any such files.
- 4) County shall operate and maintain Malicious messaging and Virus filtering on electronic mail messages.
- 5) County shall operate and maintain a connection to the Internet for the purposes of providing the Electronic Messaging Services on the Internet.
- 6) County shall supply and support all hardware and software required to operate the electronic messaging service, exclusive of Internet or Agency devices or software and/or hardware outside of County's direct control. County is not responsible for any equipment, software or network device outside of its direct influence.

4.2.2.5 Electronic Messaging Security Changes

The County may make configuration changes to the system in order to provide greater security against Cyber threats. Skagit County shall notify Agency of the change and potential impacts of such a change.

4.2.2.6 Electronic Messaging Settings

The Agency agrees to the following configuration settings of the electronic messaging service

Exhibit B

Terms and Conditions – Technical Services

- Electronic Messages shall not be greater than 30 Megabytes in size. This is the total for each message.
- Dangerous attachments that can cause code execution on computers are blocked. Some examples include attachments with .SRC and .EXE extensions.
- If security software, such as virus detection software determines that the message has a computer virus or is determined to be malicious, that message will be blocked.
- The limit in disk space on the O365 electronic messaging service for each account is set by license at 100 Gigabytes maximum.
- The use of #all list is restricted to Skagit County Departmental Management Only.
- The Electronic Messaging service is not intended to deliver large quantities of electronic messages. For electronic messaging to greater than 50 recipients, the agency should consider using a list server functionality that is designed for this purpose. The County operates a separate service for bulk email use.

4.2.2.7 Deletion of Data by Agency

Electronic Messages deleted by Agency employees will only be retained for two (2) weeks. Once the two weeks have elapsed, County will not be able to recover data as described in this section.

4.2.2.8 Electronic Messaging Discovery Procedures

In the event that Agency is required to produce electronically stored information as part of a legal proceeding, the following procedure shall be followed:

- 1) Agency shall promptly notify County of the order. As part of this notification, County shall work with Agency to determine which disaster recovery data shall be held.
- 2) County shall assist Agency as needed to obtain electronic stored information. Such work will be billed by County as time and materials, including the cost to procure additional tapes/storage to accommodate Agency request if required. Recovery of electronic messaging as part of a discovery process is NOT as part of the service offering of electronic messaging services.
- 3) Agency shall notify County when the discovery process has been completed and the tapes/storage may be destroyed or put back into service.

County has no obligation to provide, manage, or make available tape units capable of reading disaster recovery tapes provided to Agency under this section past the expiration date of this agreement.

4.2.2.9 Monitoring and Disclosure

County is under no obligation to monitor the information residing on or transmitted via the electronic messaging service or residing on electronic messaging data stores. However, use by Agency of the electronic messaging service means Agency agrees that County may monitor the O365 service contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the electronic messaging service properly or to protect itself

Exhibit B

Terms and Conditions – Technical Services

and its users. County reserves the right to modify, reject or eliminate any information residing on or transmitted to its Electronic Messaging servers or repositories that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions. Agency will be notified to assist in corrective action if unacceptable materials are found to exist.

4.2.2.10 Electronic Messaging Agency Responsibilities

Agency is responsible to:

- Agency shall ensure that all devices that will access the Electronic Messaging Service are at the software versions required for Agency maintained devices.
- Ensure that computing devices accessing the Electronic Messaging service are licensed by Microsoft to access the service. Agency shall provide to County proof of licensing if requested.
- Ensure that changes to accounts, adding, deleting, archiving are clearly communicated to the Service Desk and that they receive a confirmation number for each request.
- Complying with any third party license requirements for third party software required to utilize the Electronic Messaging Service.
- Agency is responsible for all technical support of mobile devices, unless provided by the County. County will assist in technical support for access to the Electronic Messaging system.
- Agency is responsible for all data that is moved from the County's Electronic Messaging Service to the Agency's network.
- Agency shall be responsible for all equipment and software costs required to access this service.
- Agency will archive data as it deems necessary, this is not a function provided in the Electronic Messaging Service.
- Agency shall be responsible to encrypt Electronic Messages that are confidential or sensitive.

13.2.3 Virtual Server Provisioning and Management

County will provision virtual servers for Agency by request. Virtual server hosts are resident in County data centers and physically secured and monitored to prevent unauthorized access. County may during the duration of this contract provision virtual servers in cloud based tenants

4.2.2.11 Virtual Server Provisioning

Agency may request a Virtual Server through the Service desk. Once a request is received an engineer will be assigned to work with the Agency to configure the system and provision any required security controls.

4.2.2.12 Virtual Server Disaster Recovery

County will backup Virtual Servers per County's backup and retention policies and recovery plans.

Exhibit B

Terms and Conditions – Technical Services

4.2.2.13 Virtual Server Classification Levels

Virtual Servers may be configured for different classification of data, however the higher the classification level, the more controls need to be provisioned in order to comply with Federal or State statutes. Any specific controls required that are above County's standard configurations will be charged to Agency. Generally, County can provision Category 1-3 servers without additional costs, Category 4 systems have specific requirements for controls and will have to be individually accessed. County agrees to work with Agency on any security specific requirements.

4.2.2.14 Virtual Server Agency Data

Data placed on the allocated Agency server shall be owned by Agency. Skagit County shall not use information on the Agency allocated server for any purpose, unless permission has been granted by Agency and a Data Sharing Agreement is in place per RCW 39.26.340.

Skagit County Information Services will be the only department that will have access to Agency data for the express purposes of managing the server.

Agency may grant other County departments access to their files if requested by Agency. Files can be partitioned with different access control lists as determined by Agency. Category 1 and 2 data may be configured through a Work Order. Category 3 and 4 data will not be configured unless a Data Sharing agreement is in place per statute.

13.2.4 Security Awareness Training

County shall include Agency in County's Security Awareness Training program. This program will provide periodic training video's and simulated phishing attacks in order to enhance the awareness of County and Agency employees on the threats they face in the day-to-day job activities. Agency agrees to require their employees and volunteers to participate in Security Awareness Trainings and phishing simulations.

13.3 Service Compensation

The metric for the SCExternal Service will be the number employee, contractors or volunteers of County and Agency accounts to utilize this service.

13.4 Security Level of this Service

This services is rated to process up to Category 3 information.

Exhibit C Data Sharing Agreement

This Data Sharing Agreement (this "Agreement") is entered into by and between the Skagit County Government (hereinafter referred to as "County") and Skagit Council of Governments (hereinafter referred to as "Agency").

WHEREAS, RCW 39.34.240 requires public agencies to enter into a written agreement that conforms to the policies of the Office of Cybersecurity when a public Agency requests Category 3 or higher data (as defined in policy established in accordance with RCW 43.105.054) from another public Agency; and

WHEREAS, County agrees provide services to Agency for the management of servers and storage systems on behalf of Agency; and

WHEREAS, County and Agency desire to enter into this Agreement to comply with the provisions of RCW 39.34.240 and the Cybersecurity policies of Skagit County for data shared between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, County and Agency agree as follows:

1 PURPOSE

It is the purpose of this Agreement to establish the terms, conditions, and restrictions under which County hosts Agency Category 3 or higher data electronically as requested by Agency and in support of services provided by County. Both parties will receive and safeguard the data as set forth in this Agreement.

2 DATA TO BESHARED UNDERTHIS AGREEMENT; CLASSIFICATION OF DATA

Agency is providing County with the data listed below, classified by Category (as defined in Exhibit A, General Terms and Conditions – Technology Services):

Description of Data

Category 4: Unemployment Insurance Data collected by the Employment Security Department (Agency) from employers and individuals for the administration of the state unemployment insurance program as set forth in federal law (20 CFR 603) and state statutes (RCW Chapters 50.13 and 50.38). Per Agency agreement with Agency, the information is considered Category 4 under Washington's Office of the Chief Information Officer (OCIO) standards 141.10.

Information stored by Agency includes 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

Exhibit C

Data Sharing Agreement

- Description of the business
- Address of the business
- NAICS code
- Number of employees

3 DELIVERY OF DATA

The data shall be provided by the Agency to the County per the method as stated in a separate data sharing agreement between Agency and the Employment Security Department. Once received, the data shall be stored on County's Category 3+ server.

4 DATA STORAGE AND HANDLING REQUIREMENTS

All data provided by the Agency will be stored on secure servers provided by County with access limited to the least number of County staff needed for purposes of data management.

4.1 BREACH OF DATA

If the County believes that personal or confidential 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, County will, as soon as is practical but no later than 24 hours, give Agency notice and take actions to eliminate the cause of the breach. County 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 County in sufficient detail to enable Agency to conduct its own investigation if necessary.

4.1.1 Notice of Breach

County and Agency shall provide notice of a data breach that includes personal information per RCW 42.56.590, Personal Information, Notice of Security breaches.

4.2 TERMINATION OF AGREEMENT – DATA HANDLING

In the event of termination of this agreement by either party, County shall

1. Provide to Agency a copy of data covered by this agreement if requested within 30 days of termination. County will have no obligation to return data 60 days after contract termination. Return of data shall be encrypted and in a mutually agreed format.
2. County shall remove through deletion or sanitation all Agency data covered under this agreement.
3. County shall provide documentation to Agency of destruction of data.
4. Data backup of the data shall be purged per County Backup and Retention policy.

Exhibit C Data Sharing Agreement

4.3 PHYSICAL SAFEGUARDS

County agrees to the following minimum safeguards for the information provided by Agency as follows:

1. Access to the information provided by Agency 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 C, Technical Services.
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.
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.
4. County 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.
5. When applicable County shall furnish encryption and decryption software compatible with Agency's software to ensure security and confidentiality.
6. County 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 Agency confidential information.
7. County shall establish a manual audit trail that logs the activities of authorized users. County shall grant Agency access to the audit trail upon request for investigative and compliance monitoring purposes.
8. County 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.
9. Agency employees shall only access the Agency data provided through hardware or via subscription service owned or administered by County 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. Agency data may be accessed by authorized Agency personnel through an encrypted connection to a virtual private network administered by County.

Exhibit C

Data Sharing Agreement

5 NON-DISCLOSURE OF DATA

Neither party nor its officials, officers, employees, volunteers, or agents may disclose, in whole or in part, any data covered by this Agreement, except as necessary to accomplish the express purposes of this Agreement or as may be required or permitted by law. Both parties agree to maintain the confidentiality of the data covered by this Agreement to the fullest extent required or permitted by law.