

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

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 from January 1, 2017 through December 31, 2019.

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 Information Services Manager.
- 5.2 Agency's representative shall be Pam Carlson.

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 either party 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 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.
- 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. **PUBLIC DISCLOSURE:** As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws..

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except

through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests the County receives for Agency records held by the County pursuant to the Services subject to this agreement.

In the event County receives a public records request for Agency information or records covered under this agreement, County will immediately forward such request to Agency. Agency will assume all responsibility for the handling and response to the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, costs and penalties by reason of any and all claims and demands upon the County, its elected or appointed officials or employees based on the Agency's response or failure to respond to such requests for Agency records covered under this agreement. The County shall cooperate to respond to such requests to the extent consistent with the services it is obligated to provide hereunder.

10. LEGAL PROVISIONS: This agreement shall be interpreted based on the substantive law of the state of Washington. Venue for any action shall be Whatcom County Superior Court. The prevailing party in any lawsuit shall receive an award of its costs and attorney fees at trial and on any appeal.

10. 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.

11. 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:


Kevin Murphy, Executive Director

Date:

Mailing Address:

204 W Montgomery St.
Mount Vernon, WA 98273

DATED this 13 day of February, 2017.

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

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Haneman

Clerk of the Board

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

Recommended:

Mark Day

Department Head

County Administrator

Approved as to form:

M. Q. (2/13/2017)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Sharon (2-7-17)

Risk Manager

Approved as to budget:

Lisa Hoag

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.

1.3 REGIONAL INTER-GOVERNMENTAL NETWORK (RIGN)

The Regional Inter-Governmental Network is a shared inter-connecting network between the municipalities of Skagit County. The network resides fully within the boundaries of Skagit County and is administered by the partner members of the network.

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

Exhibit A

General Terms and Conditions – Technology Services

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 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

Exhibit A

General Terms and Conditions – Technology Services

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.
- **Data Center Service** – The expenses and labor required to operate and maintain Skagit County's data centers. Cost is allocated by amount of space used per service.
- **File Transfer Services** – The expenses and labor required to support secure Internet file transfer of data to other agencies or companies.
- **Regional Inter-Governmental Network (RIGN) Services** – The expenses and labor required to support the RIGN, which connects Spillman Services to Agency systems over private networks.

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

4.3 PROFESSIONAL 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.

Exhibit A

General Terms and Conditions – Technology Services

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 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.

6.1 AGENCY MAINTENANCE DEMARCATION 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.

6.2 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.

7 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.

8 DISASTER RECOVERY

Where applicable, County shall implement a disaster recovery capability consisting of creating a

Exhibit A

General Terms and Conditions – Technology Services

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 provided services and data.

9 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".

10 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.

If the service utilized by the Agency requires an RIGN connection and the Agency determines to disconnect from (RIGN), Agency agrees to notify County immediately. This action will terminate delivery of the affected service to agency.

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.

11 SUPPORT COVERAGE

11.1 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.

Exhibit A

General Terms and Conditions – Technology Services

11.2 AFTER HOURS COVERAGE

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

12 LIMITATION OF LIABILITY

12.1 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.

12.2 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.

12.3 DAMAGES

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

12.4 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.

Exhibit A

General Terms and Conditions – Technology Services

13 OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the County 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.

14 CONFIDENTIALITY

Proprietary or confidential information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County network shall be treated as proprietary regardless of ownership.

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

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

Exhibit A

General Terms and Conditions – Technology Services

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.

16 CRIMINAL JUSTICE INFORMATION SYSTEM MANAGEMENT CONTROL AGREEMENT

For the purposes of compliance with section 5.1.1.4 of the Criminal Justice Information System Security Policy Version 5.4, Interagency and Management Control Agreements, Agency agrees that the Skagit County Sheriff shall be the Criminal Justice Agency (CJA) that will have management control of all systems, software, hardware, network equipment that is owned and operated by Skagit County Government and used to provide access to CJIS information for Agency.

The Skagit County Sheriff shall maintain a Management Control Agreement (MCA) with Skagit County Information Services that meets the requirements of section 5.1.1.4 of the CJIS Security Policy.

The Skagit County Sheriff shall have no control over equipment, software, hardware, network equipment owned by agency and used to interconnect to the County for the purposes of sharing CJIS information as provided in Exhibit B, Technology Services of this agreement.

Agency shall be responsible for any Management Control Agreements that may be required for technical support of systems, software, hardware, or network equipment owned and operated by Agency per CJIS Security Policy.

Exhibit B

Specific Terms and Conditions – Technical Services

Contents

1	STORAGE AREA NETWORK SERVICE [4]	1
1.1	SERVICE SCOPE.....	1
1.2	SERVICE COMPENSATION	1
1.3	SERVICE CLASSIFICATION	1
1.4	SERVICE SPECIFIC TERMS AND CONDITIONS.....	1
1.5	INDIRECT TECHNICAL SERVICES.....	1
1.6	SECURITY LEVEL OF THIS SERVICE.....	1
2	DISASTER RECOVERY SERVICE [5]	2
2.1	SERVICE SCOPE.....	2
2.2	SERVICE COMPENSATION	2
2.3	SERVICE SPECIFIC TERMS AND CONDITIONS.....	2
2.4	INDIRECT TECHNICAL SERVICES.....	2
2.5	SECURITY LEVEL OF THIS SERVICE.....	2
3	SECURE FILE TRANSPORT SERVICE (SFTS) [9]	3
3.1	SERVICE SCOPE.....	3
3.2	SERVICE COMPENSATION	3
3.3	SERVICE SPECIFIC TERMS AND CONDITIONS.....	3
	<i>Provision of SFTS Accounts</i>	3
	<i>Agency Responsible for Data Preservation</i>	3
	<i>Agency Responsibilities</i>	4
3.4	INDIRECT TECHNICAL SERVICES.....	4
3.5	SECURITY LEVEL OF THIS SERVICE.....	4
4	REMOTE ACCESS CITRIX SERVICE [16]	5
4.1	SERVICE SCOPE.....	5
4.2	SERVICE COMPENSATION	5
4.3	SERVICE SPECIFIC TERMS AND CONDITIONS.....	5
	<i>Agency Responsibilities</i>	5
	<i>Limitation on devices supported</i>	6
4.4	SECURITY LEVEL OF THIS SERVICE.....	6
5	FINANCIAL SYSTEM SERVICE [18]	7
5.1	SERVICE SCOPE.....	7
5.2	SERVICE COMPENSATION	7
5.3	SERVICE SPECIFIC TERMS AND CONDITIONS.....	7
	<i>Agency Responsibilities</i>	7
5.4	INDIRECT TECHNICAL SERVICES.....	8
5.5	SECURITY LEVEL OF THIS SERVICE.....	8
6	ADMINISTRATIVE SERVICE [29]	9

Exhibit B

Specific Terms and Conditions – Technical Services

6.1	SERVICE SCOPE.....	9
6.2	SERVICE COMPENSATION	9
6.3	SERVICE CLASSIFICATION	9
6.4	SERVICE SPECIFIC TERMS AND CONDITIONS.....	9
7	DATA CENTER SERVICE [36].....	10
7.1	SERVICE SCOPE.....	10
7.2	SERVICE COMPENSATION	10
7.3	SERVICE CLASSIFICATION	10
7.4	SERVICE SPECIFIC TERMS AND CONDITIONS.....	10

Exhibit B

Specific Terms and Conditions – Technical Services

1 Storage Area Network Service [4]

This service is primarily an *indirect technical service* that supports the virtual server hosting environment.

1.1 Service Scope

This service pays for hardware, software, consumables and professional services to support the Storage Area Network.

1.2 Service Compensation

Compensation shall be the total cost of all software, hardware, consumable items and professional services within a billing period. This cost shall be distributed by disk space allocated for each type of disk system.

1.3 Service Classification

This service is rated to process Category 3 information. Category 4 processing will require a separate service offering.

1.4 Service Specific Terms and Conditions

There are no specific terms and conditions for this service.

1.5 Indirect Technical Services

This service relies on the following indirect technical services in order to support the scope of the Geographic Information Service

- Data Center Service

An allocation of the cost of these services will be incorporated as part of the service cost.

1.6 Security Level of this Service

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

Exhibit B

Specific Terms and Conditions – Technical Services

2 Disaster Recovery Service [5]

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

2.1 Service Scope

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

2.2 Service Compensation

Compensation shall be the total cost of all software, hardware, consumable items and professional services within a billing period. This cost shall be distributed by the number of desktop workstations supported by Information Services.

2.3 Service Specific Terms and Conditions

There are no specific terms and conditions for this service.

2.4 Indirect Technical Services

This service relies on the following indirect technical services in order to support the scope of the Disaster Recovery Service

- Data Center Service

An allocation of the cost of these services will be incorporated as part of the service cost.

2.5 Security Level of this Service

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

Exhibit B

Specific Terms and Conditions – Technical Services

3 Secure File Transport Service (SFTS) [9]

3.1 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:

- 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.

3.2 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.

3.3 Service Specific Terms and Conditions

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.

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.

Exhibit B

Specific Terms and Conditions – Technical Services

Agency Responsibilities

The agency shall be responsible to:

- 1) Provide all hardware and software to connect to the SFTS service.
- 2) Provide high speed Internet access or an RIGN connection to employees that will utilize this service
- 3) Provide all desktop support and client software support for Agency employees.
- 4) Provide staff or support contracts with knowledge of File Transport Protocol, desktop computers and the Internet to configure and support their systems that will access County's service.

3.4 Indirect Technical Services

This service does not utilize any indirect technical services.

3.5 Security Level of this Service

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

Exhibit B

Specific Terms and Conditions – Technical Services

4 Remote Access Citrix Service [16]

4.1 Service Scope

County shall provide Remote Access services, which are intended to provide two factor authentications to applications/data operating within Skagit County secured data centers. This service shall include:

- Access to County's Citrix Application Storefront
- 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 to provide a second factor authentication.
- Encryption of data between the Agency's remote devices and the Citrix Storefront.
- Applications configured on the storefront and licensed by Skagit County for use by Agency.

4.2 Service Compensation

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

4.3 Service Specific Terms and Conditions

Agency is responsible to ensure that they have proper licensing for applications hosted in the Citrix Storefront.

Agency Responsibilities

Agency shall be responsible to:

- Provide all desktop and/or mobile devices for their employees or volunteers
- Configure desktop and/or mobile devices to access Skagit County's Remote Access Citrix Service
- 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.
- Use only devices that have been authorized by County for use of this service.
- Agency agrees that each employee that utilizes this service shall have a unique account that shall not be shared with any other individual.

Exhibit B

Specific Terms and Conditions – Technical Services

- Agency agrees that employees with access to the Remote Access system shall not share account passwords.

Limitation on devices supported

Only devices that utilize the Microsoft Windows operating systems, Windows 7 Pro level or greater are supported.

Android, Apple and Windows RT devices are not supported.

4.4 Security Level of this Service

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

Exhibit B

Specific Terms and Conditions – Technical Services

5 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.

5.1 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.

5.2 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.

5.3 Service Specific Terms and Conditions

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 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

Exhibit B

Specific Terms and Conditions – Technical Services

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.
- Responsible to ensure that adequate licensing for Oracle client and Microsoft Terminal Server licensing if applicable.
- 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.
- 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.

5.4 Indirect Technical Services

The following indirect technical services are utilized by this service

- a) Data Center Service
- b) Storage Area Network Service
- c) Remote Citrix Access Service
- d) Administrative Service

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

5.5 Security Level of this Service

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

Exhibit B

Specific Terms and Conditions – Technical Services

6 Administrative Service [29]

This service is primarily an *indirect technical service* that supports all other services.

6.1 Service Scope

This service pays for costs that are used by all services.

6.2 Service Compensation

Compensation shall be the percentage of the cost for an agency in a quarter divided by the total cost incurred by Skagit County Information Services. This is multiplied by the expense incurred for administrative costs.

6.3 Service Classification

This service has no data classification rating.

6.4 Service Specific Terms and Conditions

There are no specific terms and conditions for this service.

Exhibit B

Specific Terms and Conditions – Technical Services

7 Data Center Service [36]

This service is primarily an *indirect technical service* that supports other services.

7.1 Service Scope

This service pays for all expense that support the operation of Skagit County's data centers.

7.2 Service Compensation

Compensation shall be the total cost of incurred in the operation of the data center multiplied by the ratio of the space in the data center used by the service divided by the total available space utilized by all services.

7.3 Service Classification

The security rating for data stored at the Data Center is based on the controls placed to protect the information. The data center can store and process Category 4 information as long as the appropriate controls are in place. The data center currently has controls in place to process Health Insurance and Portability Accountability Act (HIPAA) protected and Criminal Justice information.

7.4 Service Specific Terms and Conditions

This service relies on the following Indirect Technical Services:

- Security Camera Service
- Access Control Service