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CLALLAM CO ELECTIONS

County Agreement #  
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6/2/20

**MEMORANDUM OF AGREEMENT FOR SERVICES**

This MEMORANDUM OF AGREEMENT (MOA) by and between the Washington Secretary of State ("Customer") with its principal place of business at: 520 Union Avenue SE, Olympia, WA 98501 ("State/Agency"), and Clallam County, ("County") with its mailing address at: 223 E 4th Street Suite #1, , Port Angeles, WA 98362-3026 is hereby entered into as defined herein below. (State/Agency and County each a "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, Center for Internet Security, Inc. ("CIS"), offers fee-based Services (as defined herein) to state and local government and elections entities and State/Agency has procured such Services to be deployed at County, subject to the terms and conditions set forth in a written agreement between State/Agency and CIS ("Agreement"), and

**WHEREAS**, section IV of said Agreement requires the execution of an MOA between State/Agency and County as a condition precedent to the delivery of such Services, and

**WHEREAS**, State/Agency and County wish to enter into this MOA to further set forth the duties and obligations of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

**I. Definitions**

**A. Services.** Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including hardware and software necessary for service delivery. Also referred to as "**Services**".

**B. Security Operation Center (SOC)** – 24 X 7 X 365 watch and warning center operated by CIS that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

**II. County Responsibilities**

The County hereby agrees that it will undertake the following:

**A.** County shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at County's expense.

B. County shall provide the following to CIS prior to the commencement of Services and at any time while receiving Services if the previously provided information changes:

1. Current network diagrams to facilitate analysis of security events on the portion(s) of County's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
2. Other reasonable assistance to CIS, including, but not limited to, providing all technical information related to the Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of County;
3. Provide public and private IP address ranges including a list of servers being monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by County (DarkNet space);
4. Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Services;
5. Provide a completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC).
6. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

C. During the period that County is receiving Services, County shall provide the following:

1. Written notification to CIS SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Services;
2. Written notification to CIS SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Albert Monitoring Service;
3. A revised Escalation Procedure Form when there is a change in status for any POC for the County.
4. Sole responsibility for maintaining current maintenance and technical support contracts with County's hardware vendors for any device affected by Services.
5. County shall provide active involvement with CIS SOC to resolve any tickets requiring County input or action; and

6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

### **III. State/Agency Responsibilities**

As consideration for the Services provided to County, State/Agency has agreed to pay to CIS the costs for such Services as set forth in the Agreement. The Parties acknowledge that State/Agency will be solely responsible for payment of the costs of all Services provided to County under the Agreement.

### **IV. Term of this MOA; Termination**

A. Term. This MOA will commence on the date it is signed by the Parties (the "Effective Date"), and shall continue in full force and effect for as long as the Services are made available to County under the Agreement (the "Term"), unless otherwise earlier terminated pursuant to the terms of this Section IV. If the Agreement between State/Agency and CIS is terminated by CIS for any reason, this MOA shall terminate as of the date of such termination of the Agreement. Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term.

B. Termination. Either Party may terminate this MOA during the Term by providing written notice to the other Party at least ninety (90) days prior to termination.

### **V. Force Majeure**

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

### **VI. No Third Party Rights**

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against State/Agency or County.

### **VII. Assignment**

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

### **VIII. Information Sharing**

The Parties acknowledge that, as a condition precedent to the execution of this MOA, CIS shall share all incident notification reports involving County with State/Agency. This requirement shall remain in effect during the term of this MOA.

**IX. Notices**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

**Secretary of State**

**Name:** Shannon Cortez  
**Title:** Deputy Director of Elections  
**Address:** 520 Union Ave SE, Olympia, WA 98501  
**Phone:** 360-902-4169  
**E-Mail:** shannon.cortez@sos.wa.gov

**Clallam County**

**Name:** Shoona Riggs  
**Title:** Auditor  
**Address:** 223 E 4th Street Suite #1, Port Angeles, WA 98362-3026  
**Phone:** 360-417-2222  
**E-Mail:** sriggs@co.clallam.wa.us

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

**X. Non-Waiver**

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

**XI. Disputes**

Each party shall make a good faith effort to negotiate a resolution of any disputes between the parties related to this MOA.

**XII. Governing Law**

This MOA shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**XIII. Entire Agreement; Amendments**

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This MOA may only be amended as agreed to in writing by all Parties.

**XIV. Partial Invalidity**

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

**SECRETARY OF STATE**

By: [Signature]  
Name: Mark Neary  
Title: Assistant Secretary of State  
Date: 6/9/20

**CLALLAM COUNTY**

Board of Clallam County Commissioners

By: [Signature]  
Name: mark ozias  
Title: chair  
Date: 6-2-20

Approved as to form only by:

[Signature]  
Elizabeth Stanley  
Civil Deputy Prosecuting Attorney  
Clallam County