

**Interagency Agreement between Suwannee County School District and
Suwannee County Clerk of the Circuit Court**

The purpose of this interagency agreement is to establish complementary use of data center resources so as to establish information services resiliency, a data safe harbor and joint protection of critical information services. Use of information services, infrastructure, and related resources will comply with state and federal laws in all cooperative activities between Agencies and promote a safe computing environment.

DATA CENTER SPACE AND RESOURCE AVAILABILITY

- (1) Each party to this Interagency Agreement will provide dedicated resources for the purpose expressed within the preamble above. Physical space shall be sized, segregated, appointed and provided with power as well as network connectivity in order to facilitate the mutual objectives of the respective agencies.
 - i. A minimum of eight units of space, not including network and power appliances, shall be provided the tenant party.
 - ii. Environmentally controlled space compatible with the operating characteristics of computing devices will be provided and maintained so as to avoid any potential of imperiling data center resources.
 - iii. Power protection will be provided so as to ensure, at least, 1-hour of continued operation in the event of data center power interruption.
 - iv. Each party will provide the other with notification of a power outage impacting the respective data center environments. Such notification may be either automated or manual in form.
 - v. Dedicated networks, providing for isolation of connectivity between the tenant party and the hosting party, shall be provided so as to ensure protection and isolation of respective computing and data storage environments. Such dedicated networks will be afforded Internet access for agreed upon business purposes.

- (2) Each hosting party to this Interagency Agreement will provide physical access to the data center in order for the tenant party to install, inspect, modify, maintain and otherwise perform services that require physical access to resources.
 - i. Tenant access to the hosting data center will require accompaniment and escort by representatives of the hosting party at all times. Such escorted access shall be logged so as to include the identity of the tenant representative(s), purpose of hosting data center access, physical configuration changes occurring with tenant resources and any change in demand upon network, power and environmental resources of the hosting data center.
 - ii. Any tenant access to the hosting data center which may involve third parties (e.g. communications service providers, OEM repair personnel, audit teams, etc.) will include at least 72-hours advance notice to the hosting party.
 - iii. Planned maintenance activity, by the tenant party, occurring during non-business hours will require at least 72-hours advance notice to the hosting party. To the maximum extent possible, physical access, by the tenant, to the hosting data center will be performed during routine business hours.
 - iv. Unplanned maintenance activity, by the tenant party, may be accommodated upon request by the tenant party. This provision establishes neither obligation nor assurance on the part of the hosting party.

- (3) Use of the hosting data center resources shall be limited to the objectives outlined within the preamble to this agreement.
 - i. Use shall be limited to the explicit business purposes for which each participant is chartered under applicable statute, regulation and governmental mandate.

- ii. Any public access to tenant resources, via Internet pathways, must be specifically approved by the hosting party and may require the tenant to submit projections of resource utilization prior to activating any such public access.
- (4) Protection of tenant resources within the hosting data center.
- i. The tenant shall employ, exert and otherwise leverage best business practices for protection of tenant resources from malware, unauthorized access and such other contrived means of imperiling tenant resources. At a minimum, jointly approved antimalware, firewall and malicious activity detection agents will be installed on each computing environment deployed within the hosting data center.
 - ii. Software patching and upgrades shall be performed, at least monthly, so as to ensure tenant resources are current with protections as well as software developer recommendations for safe operation of information systems. Antimalware agents will be deployed in a manner so as to receive software updates at least daily.

EXTERNAL COMMUNICATIONS FACILITIES

- (1) Network connectivity is intended to make use of existing facilities and wide-area network capabilities. To this end, the initial network structure between hosting data centers shall take the form of an IPSec VPN.
- (2) Each hosting party will provide unique IP address space for purposes of constructing the requisite IPSec VPN connectivity and ensure no overlap exists with IP address space utilized within the hosting party's production, testing or other network environment.
- (3) Should either tenant party desire OSI layer-2 connectivity between data centers, the burden of such costs will accrue to the tenant desiring such connectivity and all arrangements will be made, by the tenant desiring such connectivity, including installation and recurring unless otherwise negotiated under separate agreement.
- (4) Neither party to this agreement will endeavor to create a shared nor public communications network between hosting data centers without the documented approval of the alternate party. This provision is intended to convey an obligation to establish point-to-point secured wide-area network connectivity for the specific purpose(s) of achieving the objectives set forth in the preamble to this agreement.

TERM

- (1) The initial term of this shall be for a period of 3 (three) years. Beginning on the date this Agreement has been signed by both parties (the "*Commencement Date*"), and ending on the day prior to the 3 year anniversary of the Commencement Date.

RESOURCE MONITORING

- (1) No provision herein is intended to impose a tenant resource monitoring requirement upon either hosting data center operator. Monitoring responsibility for tenant resources resides solely with the tenant and will not encumber resources of the hosting entity.
- (2) Any monitoring services employed by a tenant will be of such form and function so as to impose minimal loading upon hosting data center network resources. SNMP monitoring of specific tenant resources is envisioned.

LIMITATION OF RESOURCES PLACED IN HOSTED DATA CENTERS

- (1) It is contemplated that the following types of resources will be placed, by a tenant, within a hosted data center:

- a. Computing, to include hypervisor and virtual machines
 - b. Storage, to include network attached and similar such packetized storage systems
 - c. Network security, to include firewalls, intrusion protection systems, content inspection and similar network traffic control systems.
 - d. Code repositories, to include CVS, SCM and similar such offsite software code protection systems.
- (2) Nothing within this section is intended to constrain the scope of resources that may be placed within a hosted data center to the extent objectives stated within this document preamble are achieved.

ATTESTATION OF USE

- (1) Annually, or at such more frequent period as jointly agreed upon, each party to this Interagency Agreement will conduct an inspection of resources in an effort to determine continued need for hosting data center resources. The tenant party shall ensure the least reasonable resource footprint exists in order to ensure the objectives pursuant to the preamble above are achievable.
- (2) Annually, or at such more frequent period as jointly agreed upon, the tenant will permit and arrange vulnerability and/or best deployment practice scanning of hosted resources in order to permit the hosting party to comply with information security best practices as well as audit demands. Such scanning practices, preferably performed by an agreed upon third party, will include delivery of an unaltered statement of vulnerability scan findings to the hosting party.
- (3) Any governance model, employed by the hosting party, shall take precedence in the maintenance of compliance objectives.

FINANCIAL BURDEN

- (1) This Interagency Agreement is not intended to increase the cost burden of operating respective hosting data centers. Rather this agreement is intended to be cost neutral as both parties are intended to receive reciprocal benefit in off-site protection of resources as well as other such benefits outlined in the preamble hereto.
- (2) Any operating charges shall be apportioned only upon amendment to this agreement and at such financial rates as jointly agreed by the respective parties.

FORCE MAJEURE

- (1) Liability: No Party shall be liable for any default or delay in the performance of its obligations under this Agreement: (i) if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; or any other cause beyond the reasonable control of such Party, (ii) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.
- (2) Duration: In such event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

(3) Effect: If any event as expressed within the "Liability" definition, above substantially prevents, hinders, or delays performance of the services or provision of any deliverable necessary for the performance of the respective parties to this agreement functions as reasonably identified by respective parties to this agreement as critical for more than thirty (30) consecutive days, then at the respective parties to this agreement option: (i) respective parties to this agreement may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) the aggrieved party to this agreement may terminate this Agreement without liability to either party for those unperformed services as of a date specified by the hosting data center party in a written notice of termination to tenant.



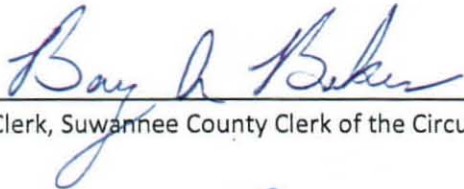
Superintendent, Suwannee County School District

OCT 10 2017
Date



Chairman, Suwannee County School Board

OCT 10 2017
Date



Clerk, Suwannee County Clerk of the Circuit Court

10-3-17
Date

"Approved as to Form and Sufficiency
BY 

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"