



Blount County Government

Interlocal Agreement for Information Technology Services

This Interlocal Agreement (the "Agreement") is made and entered into by **Blount County Government** ("BCG"), and the **City of Townsend** ("AGENCY"). Collectively these entities will be referred to as the "Parties".

Purpose

The Parties recognize the importance of reliable and secure information technology services. BCG desires to enter into this Agreement for the purpose of providing such services to the AGENCY.

Scope

Under this Agreement, BCG shall provide the following information technology services to the AGENCY :

- A secure connection to the county wide fiber network.
- A secure routing to public safety systems for use by law enforcement and fire departments.
- A secure connection to the Internet.
- Assistance with Cybersecurity monitoring.

Confidentiality

Each Party agrees to maintain the confidentiality of all confidential information disclosed by the other Party, and to use such information solely for the purposes of performing its obligations under this Agreement.



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Fiber Network

BCG will maintain responsibility for the administration of the fiber network as well as any connections to the county wide fiber ring, including any assets/services contained within the ring. Any adjustment, connection or change to the network will not take place without the consent of BCG and coordination with the listed agency, as well as other users of the fiber network that could possibly be affected.

Cybersecurity

The Parties acknowledge the importance of maintaining the security of the IT systems and services provided under this Agreement, and agree to take reasonable measures to protect against unauthorized access, use, disclosure, disruption, modification, or destruction of such systems and services. To this end, each Party shall implement and maintain appropriate security policies, procedures, and controls, and shall promptly report to the other Party any known or suspected security breach or other security-related incidents. The Parties shall also comply with all applicable laws and regulations related to cybersecurity and data protection.

In the event of a security breach, the Parties shall work together to promptly investigate and mitigate the impact of the breach, and shall take all necessary steps to prevent future breaches. The Parties shall also cooperate in any investigations by law enforcement or other regulatory agencies, as required.

Equipment Protection and Replacement

BCG recommends that the AGENCY provides measures to protect the core networking equipment from damage. This includes placing the equipment in temperature controlled spaces, in equipment racks designed for networking equipment and supplying surge protection and battery backups. BCG is not responsible for damaged equipment. The replacement of damaged equipment will be the responsibility of the AGENCY.

BCG recommends the AGENCY to plan to replace the core networking equipment at least every five (5) years.



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Responsibilities of Blount County Government

BCG shall be responsible for the following in providing the information technology services:

- Configure and manage the demarcation switch and firewall equipment, and connectivity to deliver the services in a timely and efficient manner.
- Ensuring the reliability and security of the information technology services, and promptly addressing any technical issues or downtime.
- Providing technical support and customer service to the AGENCY's Information Technology department, or representative, regarding the services provided, as needed.
- Implementing and maintaining appropriate cybersecurity measures, policies, and procedures to ensure the integrity of the county wide network.
- Provide monitoring for cyber events related to the AGENCY's endpoints. The AGENCY's Information Technology representative will be supplied access to the monitoring dashboard to view the AGENCY's events as well.
- Provide assistance to security-related incidents or breaches and work with the AGENCY to investigate and mitigate the impact of such incidents, as requested by the AGENCY. If the AGENCY experiences a cyber event, BCG will work with the AGENCY to determine the scope of the event, and if access to any county wide services need to be disconnected, and remediation steps taken. Once the cyber event is over, BCG will assess reconnecting any provided services.



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Responsibilities of the AGENCY

The AGENCY shall be responsible for the following in utilizing the services provided by BCG :

- Provide the demarcation switch equipment. BCG will provide an equipment list of items needed to securely connect to the county wide fiber infrastructure.
- Providing necessary information, access, and authorization to BCG for the provision of the information technology services. This includes access to AGENCY building(s) when needed for troubleshooting purposes.
- Complying with all security policies, procedures, and standards provided by BCG.
- Providing necessary access, via the AGENCY's Information Technology representative, to ALL computers and systems for the purpose of cybersecurity monitoring.
- Reporting any known or suspected security incidents or breaches to BCG immediately.
- Providing adequate resources and support to maintain the security of its IT systems and data.

Term of Agreement

This agreement shall commence on **09/21/2023** and shall continue for one year, with the option to renew each year, for three years.

Modification

This Agreement may be amended or modified only by written agreement signed by both governing bodies.



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Termination

Either Party may terminate this Agreement upon submitting a written notice to the other Party within thirty (30) days prior to termination. If either Party waives on the set of responsibilities listed above, this agreement may be terminated immediately.

Compensation

The AGENCY shall compensate BCG for the management of the services and equipment provided under this Agreement as follows:

The AGENCY agrees to pay \$3,000 per year to BCG for the management of the services, the demarcation network equipment that connects the AGENCY to the county wide fiber infrastructure, and the assistance in cybersecurity monitoring.

Approval by Governing Bodies

This Agreement shall be binding upon the Parties only upon its approval by the Blount County Commission, and the governing body of the AGENCY . The Parties shall each submit a copy of this Agreement to their respective governing bodies for approval and shall take all necessary actions to obtain such approval. This Agreement shall become effective only when both Parties have received written confirmation of approval from their respective governing bodies. This agreement is Exhibit A of Blount County **Resolution 23-09-013**, brought forth to the Blount County Commission.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.



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Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Blount County Government Authorized Representative:

(Signature)

(Date)

(Title)

City of Townsend Authorized Representative:

(Signature)

(Date)

(Title)