

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HUMBOLDT COUNTY OFFICE OF EDUCATION  
FOR FISCAL YEAR 2020-2021**

This Memorandum of Understanding ("MOU"), entered into this 15 day of September, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Office of Education, on behalf of all associated school districts and charter schools in Humboldt County, a governmental entity, hereinafter referred to as "HCOE," is made upon the following considerations:

WHEREAS, HCOE is required by Section 41001 of the California Education Code to deposit all funds in the Humboldt County treasury; and

WHEREAS, COUNTY maintains a computerized financial system for capturing all county government and school transactions, hereinafter referred to as "Finance Enterprise;" and

WHEREAS, HCOE maintains a computerized financial system for capturing all county school financial transactions, hereinafter referred to as "Financial 2000;" and

WHEREAS, COUNTY maintains separate auditor funds within the Finance Enterprise program that correspond to school district and charter funds maintained within the Financial 2000 program; and

WHEREAS, to facilitate fund reconciliations between the Finance Enterprise and Financial 2000 programs, it would be mutually beneficial to both parties for specified HCOE employees to have secure read-only access to specific school auditor fund reports maintained within the Finance Enterprise program;

WHEREAS, COUNTY and HCOE desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the provision of secure read-only access to the Finance Enterprise program.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY shall provide designated HCOE staff members with secure read-only access to the Finance Enterprise program, from the HCOE business office located at 901 Myrtle Avenue, Eureka, California, for the purpose of reviewing data associated with HCOE auditor funds, including, without limitation, Detailed Activity Reports, Fund Balance Reports, Cash Receipt Reports and any other reports deemed by COUNTY staff as beneficial for reconciliation of school funds. COUNTY will designate, and ensure that a connection will only be accepted from, one (1) public IP address that is dedicated to HCOE access to the Finance Enterprise program.

2. RIGHTS AND RESPONSIBILITIES OF HCOE:

HCOE shall provide COUNTY with a public IP address that is dedicated to connecting to the Finance Enterprise program, submit to COUNTY a list of employees requiring read-only access to the Finance Enterprise program, designate a secure location within the HCOE business office for the computers that will be used to access the Finance Enterprise Program, keep the antivirus programs and software

updates current on the designated computers and ensure that only designated users and computers will communicate with COUNTY using the dedicated public IP address. Designated HCOE personnel shall access the Finance Enterprise program in accordance with any and all applicable local, state and federal security, remote access, safety and professional conduct protocols, including, without limitation, the requirements set forth in Exhibit A – Data Security Requirements, which is attached hereto and incorporated herein by reference as if set forth in full. HCOE personnel will solely utilize COUNTY's privileged access management platform, COUNTY issued laptop and Net Motion, for all remote access support functions, unless other methods are granted in writing by the Humboldt County Information Technology Director or an authorized designee thereof.

3. TERM:

This MOU shall begin on July 1, 2020 and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

4. TERMINATION:

A. Termination for Cause. Either party may, in its sole discretion, terminate this MOU, if the other party fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder, and such default continues unremedied for a period of thirty (30) days following the receipt of written notice thereof.

B. Termination without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.

5. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office – Information Technology Division  
Attention: Jim Storm, Information Technology Director  
839 Fourth Street  
Eureka, California 95501

HCOE: Humboldt County Office of Education  
Attention: Chris Hartley, Superintendent  
901 Myrtle Avenue  
Eureka, California 95501

6. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards, and submitted in accordance with any and all applicable timeframes.

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7. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for at least three (3) years after the expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of any and all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make all such records, documents and other evidence available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records, documents or other evidence by any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit.

8. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. Each party hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of any and all applicable local, state and federal confidentiality laws, regulations or standards.

9. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.

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B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations, are incorporated herein by reference as if set forth in full.

10. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, HCOE certifies that it is not a Nuclear Weapons Contractor, in that HCOE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. HCOE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if HCOE subsequently becomes a Nuclear Weapons Contractor.

11. INDEMNIFICATION:

- A. Mutual Indemnity. Each party shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

12. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the

addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

HCOE: Humboldt County Office of Education  
Attention: Chris Hartley, Superintendent  
901 Myrtle Avenue  
Eureka, California 95501

13. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or other similar association. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees and assignees.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- B. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- C. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

15. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

16. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation, policy, procedure or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date of such amendment.

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17. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

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18. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

20. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

22. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms and conditions of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

23. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

24. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Humboldt County Administrative Officer in accordance with the notice requirements set forth herein.

25. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 7 – Record Retention and Inspection, Section 8 – Confidential Information and Section 11 – Indemnification shall survive the expiration or termination of this MOU.

26. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

27. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

28. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

31. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

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32. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

**HUMBOLDT COUNTY OFFICE OF EDUCATION:**

By: Chris Hartley  
Chris Hartley  
Superintendent

Date: 8/25/2020

**COUNTY OF HUMBOLDT:**

By: Estelle Fennell  
Estelle Fennell  
Chair, Humboldt County Board of Supervisors

Date: 9/15/2020

**LIST OF EXHIBITS:**

Exhibit A – Data Security Requirements





**EXHIBIT A**  
**DATA SECURITY REQUIREMENTS**  
Humboldt County Office of Education  
For Fiscal Year 2020-2021

**Purpose:**

This Appendix outlines the acceptable use of Humboldt County's Information Technology (IT) resources. The county provides IT resources to facilitate our mission, goals, and objectives, and must manage them responsibly. These rules protect contractors and the County and do not intend to inhibit the ability to perform the job. Inappropriate use exposes the county to significant risks including cyber-attacks, data loss, compromise of computer networks, systems and services, and human resource and legal issues.

**Scope:**

Information technology resources include any information in electronic or audiovisual format or any hardware or software that make possible the storage and use of such information, including electronic mail, local databases, externally accessed databases, CD-ROM, motion picture film, recorded magnetic media, photographs, and any other digitized information.

This appendix applies to any Humboldt County Contractor. In this document, the term contractor refers to any employee (permanent or temporary), consultant, vendor, volunteer, student intern, or other people, who use, maintain, manage, or are otherwise granted access to Humboldt County IT resources. This includes access at a county facility or elsewhere and refers to all IT resources whether individually controlled or shared, standalone or networked.

Information technology resources shall not be used for purposes other than those that support Humboldt County business. However, incidental use of the Humboldt County electronic mail and Internet may be permissible, as outlined in this document. Access to and use of the County's IT resources is a privilege, shall be treated as such, and shall be used in a manner that respects the public trust and abides by established Appendix and regulations. Further, access to the IT resource infrastructure both within the County and beyond requires that contractors accept responsibility to protect the rights of Humboldt County IT users and the public they serve.

Humboldt County aspires to maintain secure access for its officials, constituents, and contractors to both internal and external information about county government processes, including relevant information garnered from local, state, national, and international sources. Also, Humboldt county seeks to provide an atmosphere that encourages access to knowledge and information sharing that is consistent with the mission and objectives of the county government.

Humboldt County recognizes the importance of reliable information to ensure legal compliance, accountability, and promote open and transparent government. Contractors must take necessary care when creating or entering data into government systems.

The Use of IT resources should be consistent with the job function and specific objectives of the project or task(s) for which access to the resources was granted. All uses inconsistent with the objectives outlined below are inappropriate and unauthorized use and may jeopardize further access to services and result in disciplinary or legal action.

- a. All computer information designs, programs, and data created utilizing county computing resources

- are the sole property of Humboldt County.
- b. All computer use, including Internet use, on Humboldt County networks shall be monitored.
  - c. Each person granted access to county network resources shall be responsible for the content, syntax, and format of all text, audio, or images that he/she may place upon or send over the network. All contractors shall conduct themselves with the same integrity in electronic interactions as they would in face-to-face dealings with one another and shall not:
    - i. Make unauthorized use of any IT resource;
    - ii. Make unauthorized copies of any software, license codes, information, communication, data, or digital media;
    - iii. Seek personal benefit or permit others to benefit personally from the use of County IT resources or confidential information acquired using those resources. Operate or request others to operate any County IT resource for personal business;
    - iv. Exhibit or divulge the contents of any record or report to any person except in the conduct of their work assignment and County policies and regulations;
    - v. Provide information about, or lists of, county employees or contractors to parties outside the county, except as required under the California Public Records Act or as approved by the Department Director or their designee;
    - vi. Include knowingly, or cause to be included, in any record or report a false, intentionally inaccurate, or misleading entry, or enter information in a computer file or database that is known to be false and/or unauthorized;
    - vii. Divulge personal resource access information or passwords to anyone;
    - viii. Provide any non-authorized person access to information or permit such persons the use of County IT resources;
    - ix. Use irresponsibly, destroy, alter, dismantle, or disfigure the county's information technologies, properties, or facilities, including those owned by third parties;
    - x. Make any modification to county computer equipment, systems files, or software, including the installation of any non-standard software on any County workstation, without approval from the Department Director or their designee;
    - xi. Connect any personal computer, laptop, or tablet to the county network unless using an approved VPN account; exceptions to this may be requested through your Department Director or their designee;
    - xii. Change computer information without being the data owner or having proper authority to change that information;
    - xiii. Make copies of County electronic data files without a valid business reason or expressed written approval from the Department Director or their designee;
    - xiv. Transmit personally identifiable information without encrypting the information when required;

- xv. Send electronic communications which hide the identity of the sender or misrepresents the sender as someone else; or
  - xvi. Jeopardize security, confidentiality, or potentially subject the County to litigation as a result of violating any County Appendix or local, state, or federal law relative to privacy, public record, copyright, or patent.
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## **System and Network Activities:**

### **1. Software**

- a. No contractor-owned or licensed software shall be copied or used on a Humboldt County computer without an appropriate license or right to use.
- b. Products that are not appropriately licensed for use by the county, or those that violate the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated", personally owned, or other software shall not be used on county equipment.
- c. Unauthorized copying of copyrighted material including, but not limited to, digitization, copying or distribution of photographs from magazines, books, Internet web pages or other copyrighted sources, copyrighted music, copyrighted digital media files, and the installation of any copyrighted software for which the county or the end contractor does not have an active license is prohibited.
- d. Software shall be used in a manner that is prescribed and permitted by the accompanying documentation and licensing agreement(s).
- e. Computer equipment, system files, or software programs shall not be removed from county property, reproduced, or used in any way to duplicate software, unless specifically authorized by department management.
- f. Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws is illegal, and all contractors shall consult the appropriate management before exporting any material that is in question.
- g. Intentional introduction of malicious programs into the network or any computing device (e.g., viruses, worms, Trojan horses, rootkits, e-mail bombs, etc.) is prohibited.

### **2. County Data**

The contractor must protect County data that is designated as sensitive or confidential by the Department Director of the department that owns the data. As such, county contractors will abide by the following:

- a. County contractors must use the county's file shares to store and transfer County data. No public cloud storage services, like DropBox, Google Drive, or Microsoft OneDrive, may be used for this purpose unless approved by the Department Director or their designee.
- b. The use of all private cloud storage services must be formally authorized by the contractor's supervisor. The supervisor will certify that the contractor has been properly briefed on county security and privacy policies concerning electronic data.

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- c. The use of all cloud storage services must comply with all laws and regulations governing the handling of personally identifiable information, Health Insurance Portability and Accountability Act (HIPAA) data or any other data owned or collected by Humboldt County.

### **3. Offensive Behavior**

- a. County IT resources shall not be used for procuring, transmitting, retrieving or storing any material or communications that violate County discrimination, sexual harassment, or workplace violence policies.
- b. County IT resources shall not be used to access, transmit or retrieve offensive material, or otherwise send or receive offensive material. Offensive material includes, but is not limited to, sexual comments or images, or any comments, pictures, or video that would be offensive based on age, sexual orientation, gender, race, religious beliefs, national origin, or disability.
- c. No abusive, threatening, profane, or offensive language or pictures (including all pornography) shall be transmitted through or stored on the County's network unless required by business necessity (e.g., investigative case evidence) and authorized in writing by the Department Director or their designee.
- d. Illegal material, such as child pornography, from any source, with the singular exception of job requirements related to the fulfillment of law enforcement or legal responsibilities, is prohibited.

### **4. Circumvention of Security Controls**

- a. Unless approved in advance in writing by the Director of Information Technology and performed in coordination with Information Security, all forms of security breaches or disruptions of network communication are prohibited. Disruption includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. Prohibited activities include, but are not limited to:
  - i. Accessing data of which the contractor is not an intended recipient;
  - ii. Logging in to a system or account that the contractor is not expressly authorized to access;
  - iii. Testing, or attempting to compromise computer or communication system security measures;
  - iv. Using of network security scanning or vulnerability assessment tools, this includes the use of such tools for network testing and/or troubleshooting;
  - v. System cracking (hacking), password cracking (guessing), port scanning, security scanning, or similar unauthorized attempts to compromise security measures;
  - vi. Bypassing systems security measures with short-cuts, as well as pranks and practical jokes involving the compromise of systems security measures;
  - vii. Executing any form of network monitoring that will intercept data not intended for the contractor;
  - viii. Circumventing contractor authentication or security of any host, network, or account;

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- ix. Interfering with or denying service to any contractor other than the contractor's host (e.g., denial of service attack);
  - x. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable a contractor's session, via any means; or
  - xi. Utilizing any form of network sniffer device or software or configuring sniffing ports on the County's network.
- b. The contractor will keep the system powered on and logically connected to the Humboldt County Virtual Private Network (VPN) as required to receive patches and updates.
  - c. A VPN connection to the Humboldt County network must be used to access network and Internet resources.

#### **5. Electronic Mail (e-mail) and Internet Use**

- a. Contractors' communications on county electronic systems shall be professional, and inoffensive to reasonable individuals or groups.
- b. E-mail and Internet access are provided for county business use; incidental use for informal and/or personal purposes may be permissible only within reasonable limits. Departments may have more stringent policies regarding this use and these policies should also be consulted for specific guidance.
- c. Contractors shall not use County IT resources for commercial financial gain or to conduct and support personal business ventures.
- d. All e-mail and Internet data transmitted over the county network is considered county data and shall be transmitted only to individuals who have a business need to receive them. Contractors shall have no expectation of privacy in personal communications over County computers or networks, including facsimile machines.
- e. All business information contained in County e-mail and the Internet shall be accurate, appropriate, and lawful.
- f. All messages communicated on the County's e-mail system shall contain the name of the sender.
- g. Any messages or information sent to another individual outside of the county shall not disclose any confidential or proprietary information to parties unauthorized to view.
- h. Contractors shall not broadcast e-mail messages to all users without specific authorization by the County Administrative Office. E-mail messages shall not be sent to large distribution lists, entire Departments, Divisions, or Programs without authorization by the Department Director or their designee. Authorized messages with broad distribution shall minimize the size of the message, limit the size and number of attachments, and restrict the use of embedded images. Any announcement which any contractor wishes to make utilizing county e-mail that is not strictly related to county business shall be approved in advance by his or her Department Director or their designee and shall only be of general interest to county contractors.
- i. Access to the county's e-mail system for union or association business shall be no less than allowed

for other non-business communication as spelled out in this appendix.

## **6. Telephone and Mobile Equipment Use**

- a. Mobile phones, smartphones, tablets, Wi-Fi hotspots purchased by the County are to be used to support county business. Incidental use of these resources for personal purposes is permitted within reasonable limits. If personal use of a County device results in any additional cost to the County, ~~the department may require the contractor to reimburse the County for those costs.~~ County departments may create additional policies to further refine or restrict the use of mobile devices.
- b. For county-owned smartphones and tablets, county mobile device management software will be installed so that all data can be remotely erased when it is lost, stolen, or no longer in use.
- c. In certain applications voice transmissions may be recorded and monitored for appropriateness, documentation, and/or training purposes. It is the responsibility of the person initiating any telecommunication transmission utilizing County IT resources to ensure that the content, syntax, and format of the communication comply with County Appendix and regulation as referenced below in this document and contained in this Appendix.
- d. Individual County departments may define "conditions of use" for more restrictive access to County IT resources when additional detail, guidelines, and/or restrictions are consistent with this Appendix and necessary for the achievement of the department's mission, goals, initiatives, or functions.

### **Enforcement:**

Violators of this Appendix may be subject to disciplinary action up to and including contract termination, termination of agreements, denial of service, and/or legal penalties, both criminal and civil. Reports or complaints of possible violations of this Appendix will be investigated by the county department having ownership of the IT resources used with consultation from the Department of Technology, and/or other departments as appropriate.

### **Definitions:**

- a. Broadcast – the initiation and distribution of a message over an information technology resource to all devices and contractors attached to the resource, which has not been directed to a specific subset of devices or contractors when the technology resource allows the sender of the message to select such a narrower distribution.
- b. Incidental use – personal use of an information technology resource before work, after work, during breaks, and lunch that does not interfere with completing work assignments.
- c. Information Technology (IT) Resources – any information in electronic or audiovisual format or any hardware or software that make possible the storage and use of such information, including electronic mail, local databases, externally accessed databases, CD-ROM, motion picture film, recorded magnetic media, photographs, and any other digitized information.
- d. Network – workstations and connections of computer workstations to servers or any other computer system through a local or wide area network, Internet, Intranet, or modem connection.
- e. Contractor – any employee (permanent or temporary), contractor, consultant, vendor, volunteer, student, or other people who use County-owned or leased information technology resources.

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**Exceptions:**

The Director of Information Technology acknowledges that under rare circumstances, certain contractors will need to employ systems that are not compliant with these policies. All such instances shall be approved in writing and in advance by the Director of Information Technology. Issues may be escalated to the County Board of Supervisors for final decision as necessary.

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