RESOLUTION NO. 2021-16

A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE YAKIMA COUNTY TECHNOLOGY SERVICES INTER-LOCAL AGREEMENT

WHEREAS, the Town of Naches is in need of technological services such as web support, website hosting, internet access and email accounts for its councilmembers and staff; and,

WHEREAS, Yakima County has the ability to provide such necessary services and is willing to provide such services pursuant to the terms and conditions of the Inter-Local Agreement proposed by Yakima County; and,

WHEREAS, the Town Council of the Town of Naches finds that it is in the best interests of the residents of the Town, and the Town of Naches, to contract with Yakima County to provide technology services as outlined in the Inter-Local Agreement;

Now, therefore;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, as follows:

The Town Council of the Town of Naches authorizes the Mayor to sign the Yakima County Technology Services Inter-Local Agreement, a copy of which is attached hereto as Exhibit "1."

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, this 13TH day of December, 2021.

Paul D Williams, Mayor

ATTEST:

Elvira Birrueta, Clerk/Treasurer

APPROVED AS TO FORM:

Michael Shinn, Attorney

TECHNOLOGY
COMMITMENT • SERVICE • EXCELLENCE
YAKIMA COUNTY
SERVICES

Yakima County Technology Services

Yakima County Technology Building
217 North 1st Street
Yakima, WA 98901
Phone: (509)574-2000 - FAX: (509)574-2001
Internet: www.co.yakima.wa.us

INTER-LOCAL AGREEMENT

Yakima County Technology Services
217 N First Street
Yakima, WA 98901

Agency	City of Naches
Street Address	29 East 2nd Street
City, State, Zip	Naches, WA 98937

1. Purpose

This Inter-Local Agreement Number, 2022-024 (ILA) is executed by Yakima County Technology Services (YCTS) and City of Naches. This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. City of Naches will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect through one year. Renewal will occur upon customer signing a new Inter-Local Agreement Attachment A: Service Locations and Costs form which the county will send out yearly. The attachment A renewal form will include any price changes.

This Agreement will not be in effect during any period of interruption to YCTS' processing capability which is caused by a disaster, as declared by the Director of YCTS.

3. Scope of Agreement

The scope of this agreement includes the Inter-Local Agreement and Attachment A: Services, Locations and Costs, Attachment B: Terms of Service, and Attachment C: Disclosure.

All information and data produced by and for the customer is the property of the customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the customer in an agreed to form suitable to migration, should this ILA be terminated.

4. Service Costs, Billing and Termination Liability

The customer agrees to pay YCTS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2022 fiscal year are listed in Attachment A.

YCTS will bill the customer: Annual ☒ Monthly ☐ Quarterly ☐

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing a Services and Costs form yearly, the customer agrees to pay for services at that year's prices.

Renewal will be automatic unless termination notification is given in writing 90 days in advance. Customer agrees to pay any termination liability assessed by a third party vendor on YCTS.

5. Technology Services Help Desk

The YCTS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

6. Network Maintenance

YCTS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

7. Problem Management

Problem Reporting

The YCTS Help Desk will collect information from the customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

a. name of person reporting problem
b. return call telephone number
c. person and location experiencing the problem
d. description of the problem
e. when the problem started

The YCTS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCTS.

Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the customer.

8. Inter-local Agreement Changes

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

9. Authorization/Acceptance

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCTS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

Attachment A
ILA City of Naches 2022-024

Services, Locations, and Costs

Annual Cost of Services Provided to Customer by Yakima County Prepared: 9/30/2021			
Description	**Quantity**	**Unit Cost**	**Annual Cost**
Administration of Microsoft E-2 accounts	9	$28.64	$257.76
Internet access outside county network (Mb)	5	$103.00	$515.00
Microsoft Email License	9	$79.27	$713.43
FireEye Email threat protection	9	$26.00	$234.00
Total			**$1,720.19**

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at $150/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. Other services and support may be negotiated upon request.

No software license fees are included in this agreement.

Contact Information

ILA management and correspondence regarding this ILA should be directed to:

Customer Contact		**YCTS Contact**	
Name	Jeff Ranger	Name	Steve Brazeau
Agency Name	City of Naches	Agency Name	Yakima County Technology Services
Street Address	29 East 2nd Street	Street Address	217 N. First Street
City, State, Zip	Naches, WA 98937	City, State, Zip	Yakima WA 98901
Phone:	509 653-2647	Phone:	509-574-1994
Email:	jeff.ranger@co.yakima.wa.us	Email:	steve.brazeau@co.yakima.wa.us

Here is the list of address of all servicing location (s).

Servicing Location (s) Address:	
1	29 East 2nd Street Naches, WA 98937

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

Technical Customer Contact	
Name	
Position	
Telephone	
Alternate Phone:	
Email:	

Please provide the point of contact for billing.

Billing Customer Contact	
Name	Elvira Birrueta
Street Address	29 East 2nd Street/PO Box 95
City, State, Zip	Naches, WA 98937
Phone:	509 653-2647
Email:	elvira.birrueta@co.yakima.wa.us

Attachment B
ILA City of Naches 2022-024

Terms of Service

1. **Ownership of equipment:**
    a. Customer will be the owner of all equipment
    b. County will be steward of all network equipment regardless of ownership.
2. **Purchase of equipment:**
    a. If owned by customer then customer must pay vendor in full
    b. If County owned County must pay and bill as appropriate
3. **Maintenance of equipment:**
    a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
4. **Administration of equipment:**
    a. County to administer domain operations
    b. Replacement funding
        i. If County owned, county responsibility
        ii. If customer owned, customer responsibility
    c. Administration costs
        i. Included in customer rates for normal administration
        ii. Billable for extraordinary operations
            1. Negotiated prior to operation taking place
            2. Billed at then current rates
5. **Specific deliverables:**
    a. Operations
        i. Yakima County agrees to provide all services listed in Attachment A on a best effort basis. Yakima County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
        ii. The customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
        iii. The customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
        iv. The customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
        v. The customer agrees to provide a site location acceptable to the County for placing Yakima County equipment related to the delivery of services provided for in this agreement.
        vi. Virus protection will be purchased by the customer, installed at the computer level and the customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the county.
        vii. County and the customer agree to cooperate together in good faith to accomplish operational goals that benefit the customer and County constituents.

6. **Administration**
   a. Inform County Technology Services Admin regarding any changes of status in writing
      i. Email will work as long as it has all of the required elements.
         1. What is changing
         2. When is it scheduled to change
         3. Who will be affected
         4. How will they be affected
         5. Who will make the change
         6. Why is change necessary
         7. How long will the change take
         8. CC will be sent to all persons for all changes.
   b. Hours of operations

Normal Business hours:	8:00 AM to 5:00 PM Monday through Friday
Critical business hours:	To be determined with customer

   c. Troubleshooting after business hours
      i. Call Out
         1. Specific procedures will be provided to the customer in writing
         2. Updates will be provided by County as necessary
         3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.
      ii. Response time window
         1. 30 Minutes from time of initial call to first returned call
         2. Subsequent actions will be based upon Yakima County's priority matrix which will be provided to the customer.
      iii. Response procedures will be provided to the customer in writing and updated as necessary by County
      iv. Troubleshooting by County that is found to be caused by the customer will be reimbursed at the customer's expense.
      v. Mileage will be charged and reimbursed at current county rate, if appropriate.
      vi. Access to the customer's facilities and equipment to be ensured by the customer.
      vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.

Attachment C
ILA City of Naches 2022-024

Disclosure

1. Nondisclosure of Confidential and Personal Information

Yakima County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes ("confidential information"). Confidential information includes, but is not limited to, names, addresses, Social Security numbers, financial profiles, credit card information, driver's license numbers, medical data, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Yakima County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without purchaser's express written consent or as provided by law unless such disclosure is required by law. Yakima County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by purchaser. Yakima County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' social security numbers collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. Yakima County must comply with all HIPAA requirements and rules when determined applicable by the purchaser. If purchaser determines that (1) purchaser is a "covered entity" under HIPAA, and that (2) Yakima County will perform "business associate" services and activities covered under HIPAA, then at purchaser's request, Yakima County agrees to execute purchaser's business associate contract in compliance with HIPAA.

Yakima County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

Yakima County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and demand for return of all personal information. Yakima County agrees to indemnify and hold harmless the State of Washington and the purchaser for any damages related to both: (1) Yakima County's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Yakima County's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

2. Compelled Disclosure of Information

Notwithstanding anything in the foregoing to the contrary, Yakima County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Yakima County promptly notifies, to the extent practicable, the customer in writing of such demand for disclosure so that the customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that Yakima County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. Yakima County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the customer is unable to obtain or does not seek a protective order and Yakima County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

3. Public Information Requests

a. The customer will be responsible for providing the tools to recover email for a public information request.
b. The County will install and maintain those tools as a part of the process of supporting the customer's email system.
c. The customer will be responsible for using those tools to recover email for a public information request.
d. Customer agrees that fulfillment of a Public Information Request will result in addition hourly costs at the current hourly rate.

IN WITNESS WHEREOF, the parties have executed this Inter-local Agreement.

APPROVED
Yakima County Technology Services

Signature
Steve Brazeau, Director

11-8-2021
Date

APPROVED
City of Naches

Signature
Paul Williams, Mayor

12.13.2021
Date