

TECHNOLOGY



Yakima County Technology Services

George Helton, Director

Yakima County Courthouse
217 N. First Street

Phone: (509)574-2000 - FAX: (509)574-2028
george.helton@co.yakima.wa.us

Yakima County Interlocal Agreement

THIS INTERLOCAL AGREEMENT is entered into between YAKIMA COUNTY, Washington (hereinafter referred to as the "County"), whose address is 128 North Second Street, Yakima, Washington 98901, and the Yakima Valley Libraries whose address is 102 North Second St., Yakima, Washington 98901 (hereinafter referred to as the "Library") pursuant to Chapter 39.34 RCW.

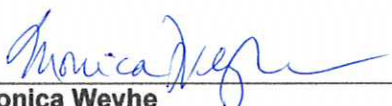
WITNESSETH:

In consideration of the terms and conditions contained herein, the parties hereto agree as follows:

- I. The County agrees:
 - a. To provide the *Library* those services outlined in the Wide area network addendum to contract below. See Addendum for specific services and agreement details.
- II. The *Library* agrees:
 - a. To pay Yakima County as prescribed for services rendered.
 - b. These services will be paid at \$1,500 per month for 13 or more libraries for connection to the county's Public Safety Network. The libraries to be connected include: Granger, Harrah, Mabton, Moxee, Toppenish, Wapato, Buena, Naches, Sunnyside, Zillah, White Swan, Union Gap and Selah.
 - c. Until all 13 libraries are connected the amount shall be prorated as a percentage that is connected e.g. if one then $(1/13 * \$1,500)$ or \$115.38.
 - d. Other charges for services will be paid at the then current rate that is charged by Technology Services for outside agency support.
 - e. That rates may be changed on a yearly basis as necessary to maintain services.
- III. The *Library* shall not be prohibited from implementing its own security in the form of a firewall or proxy server, if it is deemed necessary, provided that said security does not interfere with the County's equipment or services.
- IV. Yakima County Director of Technology Services is authorized to sign the "Outside User System Request" and the "Outside Agency System Request" forms on behalf of the Yakima County Commissioners.
- V. Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (R.C.W. Chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) or any other applicable state, federal or local law, rule or regulation.

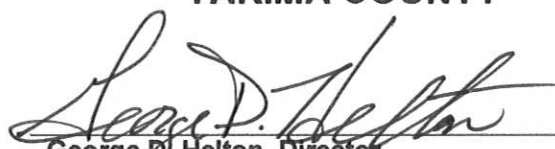
- VI. Neither party shall assign any portion of the contracted activities without obtaining prior written approval from the other party.
- VII. Either party may terminate this contract upon sixty (60) days written notice sent by certified mail to the address listed above.
- VIII. Except as provided herein, each party shall indemnify and hold harmless the other party, its officers, agents, and employees, from all liability, loss or damage, including costs of defense that may suffer as a result of the claims, demands, actions, damages, costs or judgments which result from the actions performed by the indemnifying party, its agents, employees, or subcontractors pursuant to this Agreement.
- IX. *YAKIMA COUNTY DISCLAIMS ALL WARRANTIES BOTH EXPRESSED AND IMPLIED, INCLUDING IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. YAKIMA COUNTY ACCEPTS NO LIABILITY RESULTING FROM DELIVERY OR NON-DELIVERY OF SERVICES OR FOR DAMAGES TO ANY EQUIPMENT OWNED OR OPERATED BY THE CITY OR ANY OTHER PERSON OR FOR ANY CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS OR LOSS OF USE OF ANY PROPERTY. THE CITY ACKNOWLEDGES THAT ITS ONLY REMEDY FOR FAILURE OF ANY SERVICE OR EQUIPMENT PROVIDED FOR HEREIN IS CANCELLATION OF THIS AGREEMENT*
- X. This Agreement shall be governed by the laws of the State of Washington. Any action suit or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
- XI. The term of this agreement shall be from the date of execution until canceled as provided herein.

YAKIMA VALLEY LIBRARIES



 Monica Weyhe
 Director

YAKIMA COUNTY



 George D. Helton, Director
 Technology Services

1/14/2008

 Date

Attest:

n/a

1/14/08

 Date

YVRL Wide Area Network -addendum to contract-

1. **Ownership of equipment:**
 - a. Determined at time of purchase.
 - b. County will be steward of all network equipment regardless of ownership.
2. **Purchase of equipment:**
 - a. If owned by Library, then Library 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 wide area network running at peak efficiency. This will include change out of components, configuration, repair and troubleshooting.
 - b. County will maintain all network infrastructure.
 - c. Library will maintain from point of demarcation (Library's switch or router) inward towards Library equipment.
4. **Administration of equipment:**
 - a. County to administer network operations
 - b. County to administer network security on wide area network
 - c. Library to administer internal networking, switches, PCs, virus protection and applications, etc.
 - d. Demarcation points
 - i. Library owned switches and routers will be Library responsibility.
 - ii. County will administer at last wide area network point of presence.
 - e. Replacement funding
 - i. If County owned, county responsibility
 - ii. If Library owned, library responsibility
 - f. Administration costs
 - i. Included in Library rates for normal administration
 - ii. Billable for extraordinary operations
 1. Negotiated prior to operation taking place
 2. Billed at then current rates
 - g. Bandwidth costs
 - i. Internet bandwidth is procured from third party and provided to SDC for Library use.
 - ii. Passage on County network included in rates at specified bandwidths.
 - h. Franchises, licensing, poles etc.
 - i. Included in rates for joint use infrastructure
 - ii. Negotiable when structure is for library benefit only
5. **Specific deliverables:**
 - a. Operations
 - i. Library 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.
 - ii. Library agrees to provide not less than 120 watts of power for operation of the equipment.
 - iii. Library agrees to provide sufficient access to Public Safety Network sites for maintenance and upgrade.

- iv. Library will limit all access on Public Safety network broadcast sites to frequencies 2.4, 5.2, 5.6, 5.7, and 5.8 gigahertz range.
- v. Virus protection will be installed at the computer level and it shall be the responsibility of Library to keep the virus definition files updated to the latest version.
- vi. County agrees to operate, secure and monitor wide area network.
- b. Equipment Administration
 - i. Configuration
 - 1. County will recommend equipment to be deployed by Library
 - 2. County will configure all network equipment for operations on the wide area network
 - ii. Security of network
 - 1. County will provide for physical and logical security of wide area network equipment
 - 2. Library will maintain locked area for local switches and network equipment
 - a. Access by authorized personnel only
 - b. Logged if deemed necessary
 - c. NEMA Box is acceptable
 - iii. Replacement engineering
 - 1. County will provide engineering support to replace or upgrade established network site.
 - 2. Library will provide project lead
 - 3. Actual work will be negotiated on a site by site basis.
 - iv. Encryption
 - 1. County will provide transport encryption available on infrastructure
 - 2. Library may provide further encryption if desired.
 - v. Hot spares
 - 1. Hot spares will be maintained on shelf as appropriate
 - 2. If used, spares will be replaced by entity that requires them
 - 3. Initial funding negotiated as appropriate
- c. Administration
 - i. Inform County Technology Services Admin regarding any changes of status in writing
 - 1. Email will work as long as it has all of the required elements.
 - a. What is changing
 - b. When is it scheduled to change
 - c. Who will be affected
 - d. How will they be affected
 - e. Who will make the change
 - f. Why is change necessary
 - g. How long will the change take
 - 2. CC will be sent to all persons for all changes.
 - ii. County will bill Library at predetermined intervals for services
- d. Amount of bandwidth
 - i. As available and agreed between County and Library
 - ii. Request for bandwidth changes
 - 1. Changes will be subject to availability
 - 2. Additional may be made available as long as all costs are covered.

e. The Yakima County Public Safety Network is a best effort network

i. Failover may be provided as necessary

1. Some additional costs may be incurred by Library

ii. Redundancy may be provided as necessary

1. Some additional costs may be incurred by Library

f. Hours of operations

i.

General Business hours:	8:00 AM to 5:00 PM Monday through Friday
Critical business hours:	2:00 PM to 7:00 PM
After business hours:	9:00 PM

g. Troubleshooting

i. Call Out

1. Specific procedures will be provided to Library in writing

2. Updates will be provided by County as necessary

3. All initial calls will be directed to County Help Desk at 574-2006 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

iii. response procedures will be provided to Library in writing and updated as necessary by County

iv. Troubleshooting by County that is found to be caused by Library will be reimbursed at Library expense.

v. Mileage will be charged and reimbursed at current county rate, if appropriate.

vi. Access to library facilities and equipment to be ensured by Library.