

# 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	<u>Yakima Valley Regional Library</u>
Street Address	<u>102 North 3rd Street</u>
City, State, Zip	<u>Yakima, WA 98901</u>

### 1. Purpose

This Inter-Local Agreement Number, 2021-046 (ILA) is executed by Yakima County Technology Services (YCTS) and Yakima Valley Regional Library. This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. Yakima Valley Regional Library 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 2021 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 Yakima Valley Regional Library 2021-046**

### Services, Locations, and Costs

<b>Annual Cost of Services Provided to Customer</b>			
<b>by Yakima County</b>			
<b>Prepared: 11/4/2020</b>			
Description	Quantity	Unit Cost	Annual Cost
Contracted Services – YVRL	1	\$72,677 contract	\$72,677
<i>Total</i>			\$72,677

**2021 Yakima Valley Library Services Cost Detail:**

Bandwidth and settings	Network Topology	Linc Capacity (mbs)	Limit Queue	Limit Enforced?	Notes	Unit Cost	Monthly Total Cost	Yearly Total Cost
Sunnyside	Fiber Bandwidth	100	100	yes	Standard rate after BTOP (9 months)	\$ 1,030	\$ 1,030	\$ 12,360
Downtown Library	P-T-P	1000	1000		Gig connection to DataCtr	\$ 1,545	\$ 1,545	\$ 18,540
Buena	Fiber Connection	10	5	yes	Pending NoaNet actions	\$ 62	\$ 309	\$ 3,708
Granger	P-T-P (hybrid)	16	5	yes	5 contracted	\$ 62	\$ 309	\$ 3,708
Mabton	P-T-P	30	5	yes	5 contracted	\$ 62	\$ 309	\$ 3,708
Moxee	P-T-P	40	4	yes	4 contracted	\$ 62	\$ 247	\$ 2,966
Naches	P-T-P (hybrid)	5	5	yes	5 contracted	\$ 62	\$ 309	\$ 3,708
Terrace Heights	P-T-P	30	4	yes	4 contracted	\$ 62	\$ 247	\$ 2,966
Toppenish	Multi-point	20	5	yes	5 contracted	\$ 62	\$ 309	\$ 3,708
Wapato	Multi-point	10	5	yes	5 contracted	\$ 62	\$ 309	\$ 3,708
Zillah	P-T-P	15	5	no	5 contracted	\$ 62	\$ 309	\$ 3,708
						Bandwidth totals	\$ 5,232	\$ 62,789
<b>Data Center Services</b>								
Data Center	Floor space for Rack	1				\$ 824	\$ 824	\$ 9,888
						Data Center Totals	\$ 824	\$ 9,888
<b>Projected Total Monthly Costs</b>							<b>\$ 6,056</b>	<b>\$ 72,677</b>

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	Kim Hixson	Name	Kevin Wickenhagen
Agency Name	Yakima Valley Regional Library	Agency Name	Yakima County Technology Services
Street Address	102 N. 3rd Street	Street Address	217 N. First Street
City, State, Zip	Yakima, WA 98901	City, State, Zip	Yakima WA 98901
Phone:	509 575-3401	Phone:	509-574-1992
Email:	khixson@yvl.org	Email:	kevin.wickenhagen@co.yakima.wa.us

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

Servicing Location (s) Address:	
1	1216 South 18th Street, Yakima, WA 98901 (SDC)
2	102 N 3rd St, Yakima, WA 98901 (Main Branch)
3	621 Grant Street, Sunnyside, WA 98944 (Sunnyside Branch)
4	303 Naches Avenue, Naches, WA 98937 (Naches Branch)
5	508 Sunnyside Ave Granger, WA. 98932 (Granger Branch)
6	415 B Street Mabton, WA. 98935 (Mabton Branch)
7	255 W. Seattle Moxee, WA. 98936 (Moxee Branch)
8	4011 Commonwealth Yakima, WA. 98901 (Terrace Heights Branch)
9	1 South Elm Toppenish, WA. 98948 (Toppenish Branch)
10	119 East 3rd St. Wapato, WA. 98951 (Wapato Branch)
11	109 7th Zillah, WA. 98953 (Zillah Branch)
12	801 Buena Road, Buena, WA. 98921 (Buena Branch)

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

<b>Technical Customer Contact</b>	
Name	Melissa Vickers
Position	IT Manager
Telephone	509 575-3426
Alternate Phone:	509 575-3427
Email:	mvickers@yvl.org

Please provide the point of contact for billing.

<b>Billing Customer Contact</b>	
Name	Accounts Payable
Street Address	102 N 3rd Street
City, State, Zip	Yakima, WA 98901
Phone:	509 575-3415
Email:	Accountspayable@yvl.org

**Attachment B**  
**ILA Yakima Valley Regional Library 2021-046**

**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 Yakima Valley Regional Library 2021-046**

**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

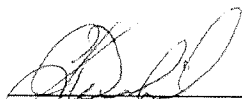
Notwithstanding anything in the foregoing to the contrary, Yakima County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Yakima County promptly notifies, to the extent practicable, the 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.

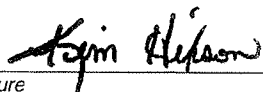
IN WITNESS WHEREOF, the parties have executed this Inter-local Agreement.

APPROVED  
Yakima County Technology Services

  
\_\_\_\_\_  
Signature

12/17/2020  
\_\_\_\_\_  
Date

APPROVED  
Yakima Valley Regional Library

  
\_\_\_\_\_  
Signature  
Kim Hixson, Executive Director

12-31-20  
\_\_\_\_\_  
Date

