

RESOLUTION NO. 1801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE YAKIMA COUNTY TECHNOLOGY SERVICES

WHEREAS, the City of Lake Forest Park ("City") requires business related technology services that Yakima County Technology Services ("County") is able to supply; and

WHEREAS, this Interlocal Agreement between the City and County provides these needed services at the cost-effective annual rate of less than \$1600.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

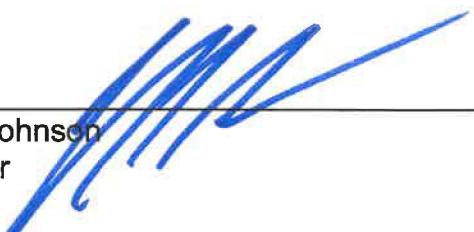
Section 1. APPROVAL. The Mayor is authorized to sign the Interlocal Agreement with Yakima County Technology Services attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

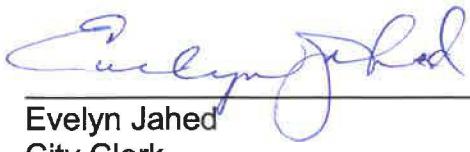
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 11th day of March, 2021.

APPROVED:

Jeff Johnson
Mayor



ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: March 5 2021
PASSED BY THE CITY COUNCIL: March 11, 2021
RESOLUTION NO.: 1801



EXHIBIT A to Resolution 1801

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>City of Lake Forest Park</u>
Street Address	<u>17425 Ballinger Way NE</u>
City, State, Zip	<u>Lake Forest Park, WA 98155</u>

1. Purpose

This Inter-Local Agreement Number, 2021-004 (ILA) is executed by Yakima County Technology Services (YCTS) and City of Lake Forest Park (the City). This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. The City 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 ILA 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 ILA 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. Indemnification/Hold Harmless

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any such

suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. **County Held Harmless.** The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- c. **Waiver Under Washington Industrial Insurance Act.** The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. Insurance

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this ILA as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

11. Compliance with Laws

In the performance of its obligations under this ILA, each party shall comply with all applicable federal, state, and local laws, rules, and regulations, and each party shall be solely responsible and liable for its own compliance.

12. Recording

Consistent with RCW 39.34.040, this ILA shall be filed for recording upon full execution or posted on the parties' respective websites listed by subject matter.

13. 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.

14. Miscellaneous

- a. **Entire Agreement.** This ILA constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.
- b. **Severability.** If any provision of this ILA or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this ILA and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- c. **Default.** In the event either of the parties defaults on the performance of any terms of this ILA or either party places the enforcement of this ILA in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs, and expenses. The venue of any action arising out of this ILA shall be in the State of Washington, in and for King County.
- d. **Waiver.** Failure of either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- e. **Assignability.** The rights, duties, and obligations of any Party to this ILA shall not be assignable.

Attachment A
ILA City of Lake Forest Park ILA 2021-004

Services, Locations, and Costs

Annual Cost of Services Provided to Customer by Yakima County			
Prepared: 9/16/2020			
Description	Quantity	Unit Cost	Annual Cost
Internet Access outside of county 10 Mb	1	\$618.00	\$618.00
Rack Space in Datacenter per unit	3	\$309.00	\$927.00
<i>Total</i>			\$1,545.00

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.

Contact Information

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

Customer Contact		YCTS Contact	
Name	Rhonda Siner	Name	Kevin Wickenhagen
Agency Name	City of Lake Forest Park	Agency Name	Yakima County Technology Services
Street Address	17425 Ballinger Way NE	Street Address	217 N. First Street
City, State, Zip	Lake Forest Park, WA 98155	City, State, Zip	Yakima WA 98901
Phone:	206 957-2898	Phone:	509-574-1992
Email:	rsiner@ci.lake-forest-park.wa.us	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)

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

Technical Customer Contact	
Name	Rhonda Siner
Position	ITManager
Telephone	206 957-2898
Alternate Phone:	206 368-5440
Email:	rsiner@ci.lake-forest-park.wa.us

Please provide the point of contact for billing.

Billing Customer Contact	
Name	Aurora Belli
Street Address	17425 Ballinger Way NE
City, State, Zip	Lake Forest Park, WA 98155
Phone:	206 368-5440
Email:	abelli@ci.lake-forest-park.wa.us

Attachment B
ILA City of Lake Forest Park 2021-004

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. County agrees to provide all services listed in Attachment A on a best effort basis. 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 County equipment related to the delivery of services provided for in this ILA.
 - vi. Virus protection will be purchased by the Customer, installed at the computer level, and it is 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 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 and arranged in advance.
- vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.

Attachment C
ILA City of Lake Forest Park 2021-004

Disclosure

1. Nondisclosure of Confidential and Personal Information

The 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, certain names, certain addresses, Social Security numbers, financial profiles, credit card information, certain medical data, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The 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 ILA, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this ILA or as required by law, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Customer's express written consent or as provided by law unless such disclosure is required by law. The 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 Customer. The 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 ILA shall be protected against unauthorized use, disclosure, modification or loss.

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

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

The 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 ILA and demand for return of all personal information. The County agrees to indemnify and hold harmless the Customer for any damages related to both: (1) the County's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of the 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, the County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the 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 the County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. The 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 the County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

APPROVED

Yakima County Technology Services


Signature

Date

12/17/2020

APPROVED

City of Lake Forest Park

[Signature]
Signature

Jeff Johnson, Mayor

Date