



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

Subject to RCW 39.34.040, this ILA is effective from January 1, 2025 through December 31, 2029

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

Agency	Snohomish County
Street Address	3000 Rockefeller Avenue
City, State, Zip	Everett, WA 98290

1. Purpose

This Inter-Local Agreement Number, 2025-001 (ILA) is executed by Yakima County (the "County"), through Yakima County Technology Services (YCTS), and Snohomish County (the "Customer"), a political subdivision of the State of Washington. This ILA sets forth the obligations of the parties with respect to YCTS' provision of business-related technology services.

2. Term and Termination

The term of this ILA is effective from January 1, 2025 and either (a) listing of this ILA by subject on either party's web site or (b) recording of the ILA with the Snohomish County Auditor. The ILA shall remain in full force and effect for five (5) years, PROVIDED, HOWEVER, that the County's obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

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.

4. Service Costs, Billing and Termination Liability

By signing Attachment A: Services, Locations and Costs, the Customer agrees to pay YCTS all nonrecurring costs (purchase, configuration and installation) and recurring annual costs, fees, and charges associated with the services provided and included in Attachment A. The charges for the 2025-2029 fiscal years are listed in Attachment A. The maximum amount of this Inter-Local Agreement for the 2025-2029 term is \$179,663.75.

YCTS will bill the customer: Annually Monthly Quarterly
for these services.

Notification of termination must be given in writing ninety (90) days in advance. In the event of termination, the Customer agrees to pay the actual cost of the termination liability assessed by a third party vendor on YCTS.

5. Technology Services Help Desk

The YCTS Help Desk telephone number is 509-574-2000. Help Desk normal hours of operation are 7:00 am to 5:00 pm, Monday through Friday.

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. YCTS will call back within 2 hours of the message.

6. Network Maintenance

YCTS reserves the right to schedule and to perform system maintenance as necessary. YCTS shall notify Customer via e-mail five days in advance of system maintenance unless an emergency exists, in which case best effort notification is provided by phone.

7. Problem Management

Problem Reporting

YCTS, through its 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

YCTS, through its 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 YCTS Help Desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature by the Customer 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 deemed acceptable to the Customer. Customer will confirm acceptance in writing.

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 except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this ILA.

9. Authorization/Acceptance

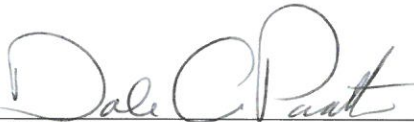
This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCTS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the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

10. No Separate Entity Necessary/Created.

The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

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

APPROVED
Yakima County Technology Services



Signature
Dale A. Panattoni, Director

Date
10-17-24

APPROVED
Snohomish County

Signature
County Executive Ken Klein
Executive Director

Date

Approved as to Insurance and
Indemnification Provisions
Snohomish County

Approved as to Form Only
Snohomish County

Wendling,
Rebecca

Digitally signed by Wendling,
Rebecca
Date: 2024.10.16 14:08:19 -07'00'

Signature
Risk Management

Signature
Deputy Prosecuting Attorney

Date

Date

**Attachment A
ILA Snohomish County 2025-001**

Services, Locations, and Costs

Annual Cost of Services Provided to Customer by Yakima County

Annual cost for 2025, 2026, 2027, 2028, and 2029	Quantity	Unit Cost	Annual Cost
50 MB Internet Service (annual fee)	1	\$3,850.00	\$3,850.00
Static IP Address Block	1	No Charge	No Charge
Full Rack in Data Center (annual fee)	3	\$10,694.25	\$32,082.75
Total Annual Fee			\$35,932.75

Call out for support outside of normal business hours, which are set forth in Attachment B, will be charged at \$150/hour with one hour minimum. After hours support may require additional costs for overtime and other reasonable expenses.

Only services and/or support items listed are included in this ILA. Other services and support may be negotiated upon request but will require and amendment to the ILA.

Contact Information/Administrator

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

Customer Contact		YCTS Contact	
Name	JD Braathen	Name	Dale A. Panattoni
Agency Name	Snohomish County	Agency Name	Yakima County Technology Services
Street Address	3000 Rockefeller Avenue	Street Address	217 N. First Street
City, State, Zip	Everett, WA 98290	City, State, Zip	Yakima WA 98901
Phone:	425 388-7171	Phone:	509-574-2004
Email:	JD.braathen@snoco.org	Email:	Dale.Panattoni@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

The Customer point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues is:

Technical Customer Contact	
Name	Russ Leatherman
Position	Systems Engineer 5
Telephone	425 388-3897
Alternate Phone:	
Email:	Russ.leatherman@snoco.org

The Customer point of contact for billing is:

Billing Customer Contact	
Name	Lisa Schultz
Street Address	3000 Rockefeller Ave
City, State, Zip	Everett, WA 98290
Phone:	425 388-3309
Email:	DISDomain.Notices@co.snohomish.wa.us

Attachment B
ILA Snohomish County 2025-001

Terms of Service

- 1. Ownership of equipment:**
 - a. The Customer will be the owner of all co-located equipment.
 - b. The County will be steward of all network equipment regardless of ownership.
- 2. Purchase of equipment:**
 - a. If the equipment will be owned by the Customer, the Customer must purchase and pay for the equipment.
 - b. If the equipment will be owned by the County, the County must purchase and pay for the equipment.
- 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. The County will administer domain operations
 - b. Replacement funding
 - i. If County-owned equipment, the County is responsible to pay for replacement.
 - ii. If Customer-owned equipment, the Customer is responsible to pay for replacement equipment.
 - c. Administration costs
 - i. Included in the Customer rates for “smart hands” administration such as hard drive replacement, equipment power cycling, etc.
 - ii. Billable for all other administrative costs not included in section 4.c.(i).
 1. Negotiated prior to operation taking place and will require an amendment to the ILA
 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. Virus protection will be provided 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.
 - v. The 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. Customer shall inform County 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

b. Hours of operations

Normal Business hours:	7:00 AM to 5:00 PM Monday through Friday
Critical business hours:	7:00 AM to 5:00 PM Monday through Friday

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 the County as necessary
 - 3. All initial calls will be directed to the YCTS Help Desk at 509-574-2000 at all hours.
- ii. Response time window
 - 1. 30 Minutes from time of initial call to first returned call
- iii. Response procedures will be provided to the Customer in writing and updated as necessary by the County
- iv. Troubleshooting by the 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 Snohomish County 2025-001

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 Customer'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 Customer. 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 Customer. If customer determines that (1) Customer is a "covered entity" under HIPAA, and that (2) Yakima 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.

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 Customer 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.