

RESOLUTION NO 2012 - 108



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYSIDE, WASHINGTON, AUTHORIZING THIS INTERLOCAL
AGREEMENT WITH YAKIMA COUNTY TECHNOLOGY SERVICES (YCTS)
FOR BUSINESS RELATED TECHNOLOGY SERVICES**

WHEREAS, pursuant to the powers accorded by Chapter 39.34, RCW, the City of Sunnyside and Yakima County possess authority to execute an inter-governmental cooperation agreement for the purpose of YCTS providing business related technology services to the City of Sunnyside; and

WHEREAS, Yakima County Technology Services has proposed an interlocal agreement for the City of Sunnyside to receive business related technology services from YCTS; and

WHEREAS, the City Council finds and determines that entering into such interlocal agreement is in the best interests of the residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY
COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON** as follows:

1. That the City Council hereby authorizes an interlocal agreement with Yakima County Technology Services concerning business related technology services, as attached hereto as Exhibit "A", and the Interim City Manager is hereby authorized to enter into said agreement for and on behalf of the City of Sunnyside, and to prepare, execute and administer all documents and reports necessary or appropriate to accomplish the purposes of the agreement.
2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 24th day of September, 2012.


MIKE FARMER, MAYOR

ATTEST:


DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:


MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside



Yakima County Technology Services

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

INTER-LOCAL AGREEMENT

Yakima County Network Services
217 N First Street
Yakima WA 98901

City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944

1. Purpose

This Inter-Local Agreement Number 2012-004 (ILA) is executed by Yakima County Technology Services (YCTS) and the City of Sunnyside (City). This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. The City of Sunnyside will be referred to in this document as 'the City', 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 December 31, 2013.

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 services covered by this ILA are detailed in Attachment A and will include such things as:

- a. Domain services
- b. e-mail, using the City's exchange server
- c. virus protection, using the City's antivirus software
- d. Computer support
- e. Network services
- f. Help Desk Services

All information and data produced by and for the City of Sunnyside is the property of the City 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 City, in an agreed to form suitable to migration, should this ILA be terminated.

4. Service Costs, Billing and Termination Liability

The City agrees to pay YCTS all nonrecurring (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 2012/2013 fiscal year are listed in Attachment A. Nonrecurring costs will be negotiated, agree too and billed separately. YCTS will bill the City monthly for these services.

EXHIBIT "A"

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.

YCTS agrees to provide Help Desk and technology services for the City. This shall consist of call taking, creation & tracking of a ticket for each call and the necessary steps to rectify each issue. YCTS agrees to provide onsite, both a workstation support technician and a network technician. These positions may be shared by the City and other lower Yakima Valley agencies.

6. Network Maintenance

YCTS reserves the right to schedule and to perform network and 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 Customer will receive a trouble ticket number. 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 in advance.

Problem Resolution

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

8. Service Level 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.

EXHIBIT "A"

9. ILA Management

Unless otherwise indicated, all correspondence regarding this ILA 2009-005 should be directed to:

Customer Contact:

YCTS Contact:

Frank Sweet
Sunnyside City Manager
818 E. Edison Avenue
Sunnyside, WA 98944

Mike Tibbetts
Yakima County Technology Services
217 N. First Street
Yakima WA 98901

Phone: 509-836-6300

Phone: 509-574-1986
mike.tibbetts@co.yakima.wa.us

10. 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.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED
Yakima County Technology Services

APPROVED
City of Sunnyside

Signature
George D. Helton, Director

Signature
Frank Sweet, City Manager

Date

Date

EXHIBIT "A"

**Attachment A
ILA 2012-004**

Service Locations and Costs

Service Delivery Location: City of Sunnyside Offices, Sunnyside, WA 98944

Annual Network services to Sunnyside Provided by Yakima County Prepared August 1, 2012			
Description	Quantity	Unit Cost	Extension
Network support			
Desktop Computer port	90	260	23,400
Laptop computer port	2	260	520
Phone port (IP)	5	260	1,300
Printer port	18	260	4,680
Wireless access points	2	260	520
Server port	18	260	4,680
Server Support	18	2,400	43,200
Manage City's Exchange	156	53	8,268
Manage City's Vibre application			incld
Hyper V training	1	5,500	5,500
Desktop Support	1	62,400	62,400
total			\$154,468
Call out for support outside of normal business hours charged at \$150/hour with one hour minimum			

Nonrecurring costs will be negotiated and billed separately. These costs may be incurred when services fall outside of the scope of this agreement. After hours support will require additional costs for overtime and other expenses.

No phone, application support or datacenter services are included in this agreement. If desired, they may be negotiated upon request.

No software license fees are included in this agreement.

EXHIBIT "A"

Server and Network services covered by this agreement include:

- Wireless network support
 - a. Monitoring the health of the wireless network. Check to see if all access points are up and running. Alerts will be sent out automatically if an access point is down.
 - b. Troubleshoot client connectivity issues. Laptops, smart phones etc.
 - c. Check for frequency overlap, interference and correct for the best operation of the Wireless network.
 - d. Maintain access point configuration and apply firmware updates to keep access points secure.
 - e. Monitor the frequency for rouge devices that may have been connected to the network.
 - f. Monitor wireless usage and generate reports as requested.
- Switch and router support
 - a. Monitor health of switches and routers. Alerts will automatically be sent to staff if a device is down.
 - b. Configuration of ports as required
 - c. Full support of switch and router configuration to provide optimal usage of bandwidth to users and servers as well as optimal configuration to provide full feature set usage of switches and routers.
 - d. Full Support for security of Switches and Routers as well as network security.
- Manage City's Vipre application
 - a. Full support of Vipre Business Server and its Database.
 - b. Full support of Vipre workstation agent and Virus protection for workstations and servers.
 - c. Daily updating and monitoring of Vipre agents.
- Server support
 - a. Apply Microsoft security patches
 - b. Backup and recovery
 - c. Upgrade/replace servers at end of life cycle

EXHIBIT "A"

Desktop Support covered by this agreement is limited to:

- Resolving problems getting data to a printer
- Installing print drivers
- Mapping network drives
- Resolving mouse, keyboard and monitor issues
- Recommending computers to purchase
- Loading new computers with all software and configuring for use
- Rebuilding existing computers as needed
- Installing applications per vendor's instructions
- Installing antivirus software
- Cleaning personal computers of viruses and malware
- Analyzing & resolving computer performance issues
- Resolving any personal computer hardware issues
- Installing Microsoft patches

Desktop support does not provide any other services, including:

- Repairing printers and copiers
- Providing instruction in the use of an application
- Resolving problems with an application
- Moving computers
- Cabling
- Server support
- Phone support

EXHIBIT "A"

Additional services available to the City of Sunnyside by Yakima County at an additional cost:

- Application support
- Phone system operations
- Phone service (dial tone)
- Internet
- Internet filtering
- County network bandwidth
- Secure data center
- Virtual desktops
- Video conferencing

**Attachment B
ILA 2012-004**

Terms of Service

- 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 City, then City 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 network running at peak efficiency. This will include change out of components, configuration, repair and troubleshooting.
 - b. County will maintain all network infrastructures.
- 4. Administration of equipment:**
 - a. County to administer network operations
 - b. County to administer network security on network
 - c. Demarcation points
 - i. City owned switches and routers will be County responsibility.
 - ii. County will administer all network points of presence.
 - e. Replacement funding
 - i. If County owned, county responsibility
 - ii. If City owned, City responsibility
 - f. Administration costs
 - i. Included in City 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

Internet bandwidth is procured from third party and may be provided to SDC for City use. City may share county bandwidth if desired.
 - h. Passage on County network is available at an additional cost.
 - i. Franchises, licensing, poles etc.
 - i. Included in rates for joint use infrastructure
 - ii. Negotiable when structure is for City benefit only

EXHIBIT "A"

5. Specific deliverables:

a. Operations

- i. City 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.
- ii. City agrees to provide a mutually agreed upon individual contact for service delivery issues.
- iii. City agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
- iv. City 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. City agrees to provide sufficient power for operation of the equipment.
- iii. City agrees to provide sufficient access to Public Safety Network sites for maintenance and upgrade.
- iv. City 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 the County to keep the virus definition files updated to the latest version.
- vi. County agrees to operate, secure and monitor network.
- vii. County agrees to provide workstation support during normal working hours.
- viii. County agrees to provide help desk services to City 7 X 24 X 365.
- ix. County agrees to provide network support for City facilities.
- x. County and City agree to cooperate together in good faith to accomplish operational goals that benefit City and County constituents.

b. Equipment Administration

i. Configuration

1. County will recommend equipment to be deployed by City
2. County will configure all network equipment for operations on the network

ii. Security of network

1. County will provide for physical and logical security of network equipment
2. City 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 an established network site.
2. City will provide project lead if physical construction is necessary.
3. Recurring costs represent maintenance and support only. If significant re-engineering is required actual scope of work and county involvement will be negotiated on a site by site basis.

EXHIBIT "A"

- iv. Encryption
 - 1. County will provide transport encryption available on infrastructure
 - 2. City may provide further encryption if desired.
- v. Hot spares
 - 1. Network 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
 - 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.
- d. Amount of bandwidth
 - i. As available and agreed between County and City
 - 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 City
 - ii. Redundancy may be provided as necessary
 - 1. Some additional costs may be incurred by City
 - iii. Changes requested by City will be reviewed and approved by City prior to any changes.
- f. Hours of operations

Normal Business hours:	7:30 AM to 4:30 PM Monday through Friday
Critical business hours:	To be determined with City
- g. Troubleshooting after business hours
 - i. Call Out
 - 1. Specific procedures will be provided to City 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.

EXHIBIT "A"

- 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 City.
 - iii. Response procedures will be provided to City in writing and updated as necessary by County
 - iv. Troubleshooting by County that is found to be caused by City will be reimbursed at City expense.
 - v. Mileage will be charged and reimbursed at current county rate, if appropriate.
 - vi. Access to City facilities and equipment to be ensured by City.
 - vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.
- 6. Public information requests**
- a. The City 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 City's email system.
 - c. The City will be responsible for using those tools to recover email for a public information request.