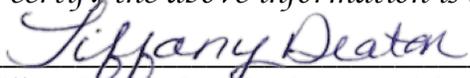


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 4/20/21	PREPARED BY: Tiffany Deaton, Superior Court
Meeting Date Requested: 4/27/21	PRESENTED BY: Tiffany Deaton, Superior Court
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: 2021-2022 Bi-County IT Interlocal Agreement for Superior Court	
FISCAL IMPACT: Fiscal impact to Franklin County based on services requested of Benton County as stated under the agreement.	
BACKGROUND: Resolution to approve the Bi-County IT Interlocal Agreement January 1, 2021 through December 31, 2022 to enable the Superior Court electronic access to all technology for both counties regardless of the location of the user and to identify the associated costs.	
RECOMMENDATION: Recommendation to approve joint resolution no. _____ in the matter of approving an Interlocal Agreement between the Boards of Commissioners of Benton and Franklin Counties regarding Superior Court Information Technology Services between Benton County and Franklin County.	
COORDINATION: Reviewed by Keith Johnson, Franklin County Administrator, and Matt Rasmussen, Benton County Deputy Administrator. Jennifer Johnson, Franklin County Chief Civil Deputy Prosecutor, Approved as to Form Ryan Brown, Benton County Chief Civil Deputy Prosecutor, Approved as to form	
ATTACHMENTS: 1) Resolution 2) Agreement	
HANDLING / ROUTING: (2) Originals to be signed and returned to Tiffany Deaton to hand-deliver to Benton County Commissioners' Office.	

I certify the above information is accurate and complete.



 Tiffany Deaton, Superior Court Administrator

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:**

**IN THE MATTER OF APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES
REGARDING SUPERIOR COURT INFORMATION TECHNOLOGY
SERVICES BETWEEN BENTON COUNTY AND FRANKLIN COUNTY**

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 39.34, the legislative authority of each county is authorized to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, by Laws of 1951, Chapter 125, the Washington Legislature created the Benton and Franklin Counties Superior Court (hereinafter “Superior Court”) whereby the judicial officers appointed or elected thereto serve in both counties at all times, whether they are located in Benton County, Franklin County or elsewhere; and

WHEREAS, the Superior Court judicial officers and court administration staff have historically used and continue to use Benton County Information Technology servers and Information Technology staff for email services, including the storage of emails, internet, folder/file sharing, superior court applications, financial applications, archiving and security applications; and

WHEREAS, such use has been under the terms of written agreement since April of 2017, with the current agreement set to expire December 31, 2020; and

WHEREAS, the continued use of Benton County’s Information Technology network and Information Technology staff by Superior Court judicial officers and court administration staff is important to maintaining and conducting Superior Court proceedings whether the judicial officers and staff are located in Benton County, Franklin County or elsewhere; and

WHEREAS, the Boards of Commissioners for the two counties desire to enter into a similar agreement for the term of January 1, 2021 through December 31, 2022; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve the attached Interlocal Agreement for Provision of Information Technology Services between the Boards of Commissioners of Benton and Franklin Counties; and

BE IT RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Interlocal Agreement for Provision of Information Technology Services between the Boards of Commissioners of Benton and Franklin Counties.

Dated this day of,, 2021
BENTON COUNTY BOARD OF COMMISSIONERS

Dated this day of, 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Chairman Pro Tem

Chairman Pro Tem

Member

Member

**Constituting the Board of County
Commissioners of Benton County,
Washington**

**Constituting the Board of County
Commissioners of Franklin County,
Washington**

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Prepared by: T. Deaton

**INTERLOCAL AGREEMENT FOR PROVISION OF INFORMATION TECHNOLOGY
SERVICES BETWEEN
COUNTY OF BENTON AND COUNTY OF FRANKLIN**

THIS AGREEMENT is between Benton and Franklin Counties, political subdivisions of the State of Washington and is effective as of the date executed by both parties.

WHEREAS, RCW 39.34 authorizes local governmental units to enter into agreements with other public agencies to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, by Laws of 1951, Chapter 125, the Washington Legislature created the Benton Franklin Counties Superior Court (hereinafter "Superior Court") whereby the judicial officers appointed or elected thereto serve in both counties at all times, whether they are located in Benton County, Franklin County or elsewhere; and

WHEREAS, the Superior Court judicial officers and court administration staff have historically used and continue to use Benton County Information Technology servers and Information Technology staff for email services, including the storage of emails, internet, folder/file sharing, superior court applications, financial applications, archiving, and security applications; and

WHEREAS, such use has been under the terms of written agreements since April of 2017, with the current agreement set to expire December 31, 2020; and

WHEREAS, the continued use of Benton County's Information Technology network and Information Technology staff by Superior Court judicial officers and court administration staff is important to maintaining and conducting Superior Court proceedings whether the judicial officers and staff are located in Benton County, Franklin County or elsewhere; and

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows effective January 1, 2021:

1. It is agreed upon between the Counties that Superior Court judicial officers and court administration staff shall be able to utilize the Benton County Information Technology Services set forth in Exhibit A, pursuant to the terms of this agreement. As further set forth in Exhibit A, Superior Court judicial officers and court administration shall have access to the services of Benton County Information Technology services for work on Benton County hardware to accommodate the Odyssey program used for both Benton County and Franklin County court cases. This agreement shall be administered by the Benton County Information Technology Manager.
2. Franklin County shall reimburse Benton County for its services provided pursuant to sections 1 and 2 of Exhibit A and at the rates established in Exhibit B, Cost of Services.

For existing services provided as described in paragraph 3 of Exhibit A, there will be no charge other than the budget assessment historically made to the Superior Court for IT services. This is an agreement for services only and no real or personal property will be acquired pursuant to this agreement.

3. Franklin County shall comply with the terms of the Security Policy set forth in Exhibit C as a condition to receiving services under this agreement.
4. Benton County will use its best efforts to bill Franklin County by the 10th (tenth) of the month following the month in which reimbursable services were provided. Franklin County will reimburse Benton County within thirty (30) days of billing for service. A delay in billing by Benton County does not relieve Franklin County of the obligation to pay within thirty (30) days of actual billing.
5. This agreement will be administered by the Superior Court Administrator.
6. This agreement may be terminated, in-writing, by either party. Termination shall not be effective until ninety (90) days from mailing to the addresses set forth below or personal delivery to either the Chairperson of the Board or County Administrator for the respective county.

Board of Benton County Commissioners
620 Market Street
Prosser, WA 99350

Board of Franklin County Commissioners
1016 N. 4th Ave
Pasco, WA 99301

7. Venue for any legal action regarding this agreement shall be in Yakima County, Washington. If any term or provision of this agreement is in whole or part, held invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.
8. Franklin County shall defend, indemnify and hold harmless Benton County, its officials, agents and employees from and against any and all claims, losses, damages, judgments, or liabilities of whatever nature, including attorney fees, made by or on behalf of any person or entity arising from the provision of Information Technology services by Benton County to Superior Court pursuant to sections 1 or 2 of Exhibit A; provided, Franklin County's obligations hereunder shall not extend to claims, losses, damages, judgments or liabilities caused by or arising out of grossly negligent actions or omissions or willful misconduct by Benton County or its employees or agents. With respect to services provided to Benton County Superior Court under paragraph 3 of Exhibit A, such services are rendered on behalf of the bi-county judicial officials, and the two Counties shall be jointly and severally

liable for damages, claims, losses, judgments or liabilities of any nature, including penalties and attorney fees, made by or on behalf of any person or entity arising from the provision of such IT services or the work of the Court's public records officer.

9. This agreement constitutes the entire agreement of the parties and may only be amended in writing by mutual agreement of the parties.
10. This agreement shall be effective January 1, 2021 through December 31, 2022 upon the duly authorized signatures of the parties' representatives. Before September 30, 2022, representatives from Superior Court and the board of commissioners' offices of both Benton and Franklin counties shall meet and discuss a recommendation to enter into another annual agreement between the counties.
11. Each County shall file this agreement with their respective Auditor's Office upon its execution.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year indicated below.

FRANKLIN COUNTY,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
Chairman, Board of County
Commissioners

By: _____
Chairman, Board of County
Commissioners

Date: _____

Date: _____

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Date: _____

Date: _____

Approved as to form:

Approved as to form:



Franklin County Prosecuting
Attorney

Ryan K Brown

Benton County Prosecuting
Attorney

Date: 11/18/2020

Date: 11/18/20

Exhibit A Service Levels

1. Services Provided at Franklin County Courthouse

It is agreed that three computers owned by Franklin County in judicial chambers, one computer owned by Franklin County in the Franklin County Administrator's Office at the Franklin County Courthouse, and three All-in-One Computers owned by Franklin County located on the bench in Superior Court Courtroom 1, Superior Court Courtroom 2 and Superior Court Courtroom 3 at the Franklin County Courthouse will be allowed to access the Benton County network. In connection with that access, Benton County will provide the following IT services:

- A. Router, switch, and firewall network support.
- B. Desktop support.
- C. Cell phone setup and management.
- D. Operating system patch management for desktops.
- E. Virus and malware protection software management.
- F. Operating system upgrades.
- G. Peripheral adds and removes.
- H. Configure judicial laptops with Benton County VPN client software.

Benton County IT will not provide service to address problems with or caused by Franklin County's network or hardware.

2. Services Provided at Benton County Justice Center and Juvenile Justice Center to Accommodate Judicial Use of Odyssey Software by Judicial Officers and Staff.

Benton County and Franklin County Superior Courts use a judicial/court management software program called "Odyssey". To allow the Superior Court judicial officers, court administration and juvenile staff to work on Benton County and Franklin County Superior Court matters regardless of location, Benton County will provide the following IT services:

- A. Benton County will continue to maintain Benton County owned firewalls, routers, switches, and workstations to ensure that Superior Court judicial officers and court administration have sufficient network communication from Benton County's network to AOC via Washington State's Intergovernmental Network ("IGN").
- B. Periodically update software known as "Odyssey Session Works Judge Edition" on all computers in Judicial Chambers in Benton County, including those chambers at the Juvenile Justice Center.
- C. Install and periodically update software programs known as "Cisco WebEx" and "On-Base" on all computers in Benton County Courtrooms, Benton County Chambers, Franklin County Courtrooms, Franklin County Chambers, Juvenile Courtrooms and Juvenile Chambers, to facilitate Benton County's operation of judicial court services to the public.

Exhibit A Service Levels

3. Email and Public Records Request Services

Superior Court judicial officers and administrative staff will continue to be provided the following Benton County IT services to maintain compliance with the Public Records Act, RCW 42.56 and/or GR 31.1, Access to Administrative Records:

- A. Email Archiving
- B. Instant Message Archiving
- C. Text Archiving
- D. Social Media Archiving
- E. Hosting of Email

All the services listed above are provided by Benton County IT or Benton County IT contracted third parties. Benton County IT and or its third-party contractors are merely bailees of certain of the Court's administrative and chamber records as defined in General Rule 31.1 adopted by the Washington State Supreme Court, holding them on behalf of the Court. As bailees, Benton County IT and third-party contractors have no independent authority to print or release records without the express written consent of the Court. Both counties acknowledge that all decisions regarding organization, retention, destruction, and management of court records will be made solely by the court, subject to available funding. Public records requests for judicial records that fall under either RCW 42.56 or GR 31.1 will be handled by the Court's public records officer. Requests for record searches that need to be conducted by Benton County IT on behalf of the Court will be submitted by the Superior Court judicial public records officer in an email. The email will contain the following information:

- A. Public Records Identifier:
The public records identifier is a naming convention used to specifically recognize the records request made to Benton County IT.
- B. Record Type:
Types of records that need to be searched, for example, email, instant messages, text messages, and or social media.
- C. Search Timeframe:
Begin and end dates used to conduct the records search.
- D. Search Criteria
Words or phrases that can be used to search public records. The use of quotes will be used to properly label each search criteria, for example, "Joe", "Smith", "Joe Smith", "JSmith@charter.net", "case number 123456-5", and "case # 123456-5".
- E. Identify Staff to be included in Search Criteria:
Email addresses that will be used to conduct the search against.

Once the search request has been received by Benton County IT, Benton County IT will provide the Court's public records officer with a projected time of completion documented in an email within four (4) business days of the date of the records search request by the Court. Upon

Exhibit A Service Levels

completion, Benton County IT will email the Court's public records officer to notify him/her that the records request is complete and where the records request results can be reviewed.

4. Requesting Support

All requests for Benton County Information Technology services should initially be made via Benton County's IT Support Portal. The IT Support Portal can be found on each judicial officer and administrative staff's desktop. The request will be forwarded to Benton County support staff for resolution. Requests may be made by telephone call directly to Benton County IT at 509-222-2399 if a judicial officer or staff determine that is appropriate under the Court's policies. Benton County IT will route the call to the appropriate support staff for response. Benton County IT Support Portal will be activated on Franklin County computers referred to herein.

Responses to requests made on weekends, holidays or any day before 8:00 a.m. or after 5:00 p.m. are at the discretion of the Benton County Information Technology Manager or Assistant Manager, who will determine whether the response will be made at the time of request or during ordinary business hours.

5. Service Levels

- A. For requests submitted to Benton County's IT Support Portal on Monday through Friday, excluding holidays, from 8:00 am to 5:00 pm, the response goal is to respond within 30 minutes.
- B. For requests submitted to Benton County's IT Call Center (509-222-2399) Monday through Friday, excluding holidays, from 8:00 am to 5:00 pm, the response goal is to respond within 15 minutes.

If a call goes to voicemail, users are to leave their name, location, and phone number.

- C. Service on holidays, weekends and any day before 8:00 a.m. or after 5:00 p.m. may, at the discretion of Benton County IT, be provided on an emergency basis.
 - 1. If an immediate response is needed during these days or hours, requests shall be made by calling 509-222-3737. That call will be forwarded to the on-call IT supervisor.
 - 2. If the after-hours call goes to voicemail, users are to leave their name, location, and phone number.

6. Billing

All service will be billed monthly according to Exhibit B. Services that are billed will include a brief description of the service, time spent, and the user's name that called in the service.

**Exhibit B
Cost for Services**

Support Function	Operating Hours	Billing	Monthly Cost
General network and desktop maintenance and support including operating system patch management, virus system software management, general troubleshooting and problem resolution that can be completed via remote access/phone.	M-F. 8:00 a.m. to 5:00 p.m., excluding holidays	\$105.00/hour with one hour minimum	Per Incident as required
Network and desktop repair and maintenance that require onsite support.	M-F. 8:00 a.m. to 5:00 p.m., excluding holidays	\$105.00/hour with one hour minimum (travel time will be billed)	Per Incident as required
Odyssey Services: Onsite assistance with installation or updating of Odyssey Session Works Judge Edition software.	M-F. 8:00 a.m. to 5:00 p.m., excluding holidays	\$105.00/hour with one hour minimum	Per Incident as required
All support responses by Benton County technical support during after-hours, weekends or holidays, if provided.	All days and time other than business hours described above	\$170.00/hour with one hour minimum (travel time will be billed)	Per Incident as required

Exhibit C Security Policy

1. Purpose

Superior Court judicial officers and Superior Court administrative staff, as well as Franklin County shall adhere to this Security Policy in connection with the use of Benton County network resources to conduct court business while at the Franklin County Courthouse. Only the authorized seven computers at the Franklin County Courthouse shall have access to the Benton County network resources. Those seven computers are to be managed/administered by Benton County's Information Technology (IT) Department. This Security Policy is aimed to set forth the security practices that Franklin County will follow in order for Benton County resources to be used from the Franklin County Courthouse.

Definitions

- **Judge's Chambers.** Three offices designated as locations where computers owned by Franklin County will be able to connect to the Benton County network.
- **Superior Court Courtrooms.** Three Superior Courtrooms at the Franklin County Courthouse where computers for judicial use, owned by Franklin County, will be able to connect to the Benton County network.
- **Administrator's Office.** One office in the Franklin County Courthouse designated as location where a computer owned by Franklin County for use by judicial staff will be able to connect to the Benton County network.
- **Private Network.** A network that is owned and maintained by one or more agencies that is available for exclusive use only.
- **Network Firewall.** Network security system that acts as a barrier between internal and external networks.
- **Bi-County Police Information Network (BiPIN).** The BiPIN network is a private network established to provide local law enforcement agencies access to a regional criminal database called Intergraph's Law Enforcement Automated Data System (I/LEADS).
- **Benton County Network Resources.** Benton County internal network connected systems that support Benton County business. County network resources shall include but are not limited to internet, printers, email, file shares, financial applications, and department applications.
- **Group Policy.** A feature in Microsoft that allows Benton County IT to control users and computer accounts across Benton County's network.
- **Physical Security.** Entrances limiting access to designated areas where computers are only available to authorized personnel.

2. Scope

Security is defined as the ability to protect the integrity, availability, and confidentiality of information held by Benton County. In addition, this security policy is to protect Benton County

Exhibit C Security Policy

network resources from unauthorized use or modification. It includes the security of Benton County facilities and off-site data storage; computing, telecommunications, and applications related to providing public services to Benton County. In order for Benton County network resources to be used from Franklin County, Franklin County will follow the security measures described below.

3. Applicability/Enforcement

- A. This policy applies to Superior Court judicial officers and Superior Court administrative staff who access Benton County's network from the Franklin County Courthouse.
- B. This policy applies to four Franklin County owned computers used from the Franklin County Courthouse that are managed/administered by Benton County's IT Department.
- C. Benton County reserves the right to revoke the system privileges of any user/computer at any time. Conduct that interferes with the normal and proper operation of Benton County network resources, which adversely affects the ability of others to use these network resources, or which is harmful, offensive, or inappropriate will not be permitted.

4. Security Policies for System Users and Computers

All system users and computers will be assigned a unique computer name, user login name (User-ID), and password to access Benton County's network. Any user or computer additions, removals, and modifications requested by Superior Court judicial officers/administrative staff will be performed by Benton County IT. User requests can be submitted to Benton County IT by the terms in Exhibit A. In return for access to Benton County's network from the Franklin County Courthouse, Franklin County IT, Superior Court judicial officers, and Superior Court administrative staff will:

- A. Be held responsible for any activity transacted under the individual's User-ID.
- B. Take precautions to protect passwords from unauthorized individuals.
- C. Maintain current policy and practice of requiring security badge entry access to judicial chambers and Administrator's Office at the Franklin County Courthouse.
- D. Follow security standards and guidelines for maintaining and changing passwords as set forth by Benton County IT Department.
- E. Be subject to Benton County's computer auto lock group policy.
- F. Continue to connect each other's networks using private network.
- G. Continue to use network firewalls between each other's respective networks.
- H. Provide four Franklin County firewall IP addresses to Benton County IT that will be used to connect Franklin County owned computers to Benton County's network.
- I. Report any security compromises or suspected security compromises to Benton County's IT management and or staff immediately.
- J. Be prohibited from using unauthorized hardware or software unless approved by Benton County IT. All approved hardware and software will be installed by Benton County IT staff.

Exhibit C
Security Policy

K. Comply with the following Benton County Board of Commissioners approved policies and standards.

- i. Portable Electronic Communication Devices Usage Policy
- ii. CS Replacement Policy
- iii. Remote Access to Computer Resources

If any changes are made to Benton County policies, Franklin County will be notified electronically within ten (10) days. Franklin County will have thirty (30) days after notification to comply with the policy changes. Failure to comply with these changes will result in Benton County exercising its rights detailed in Article 3. Applicability/Enforcement.