

RESOLUTION 2026-28

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN INTERLOCAL AGREEMENT FOR PROVISION OF INFORMATION TECHNOLOGY SERVICES BETWEEN COUNTY OF BENTON AND CITY OF PROSSER

WHEREAS, in late 2024 and early 2025, the Information Technology (IT) Director was approached by the City of Prosser regarding the provision of IT support services for City departments; and

WHEREAS, after careful review, the IT Director presented an Interlocal Agreement to the Mayor, City Administrator, and City Clerk, enabling Benton County IT to manage the City’s desktops, networks, and software applications; and

WHEREAS, the City of Prosser has relocated to the first floor of the Benton County Courthouse and its previous technical support contract has expired, creating an opportunity for Benton County IT; and

WHEREAS, the City of Prosser has reviewed, approved, and signed the Interlocal Agreement; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the Interlocal Agreement between Benton County and the City of Prosser for the provision of information technology services; and

BE IT FURTHER RESOLVED, the Board approves the Chairman of the Board or Chairman Pro Tem to sign the Interlocal Agreement as presented; and

BE IT FURTHER RESOLVED, upon signature by both Benton County and City of Prosser, said Interlocal Agreement shall start January 13, 2026, and remain in effect until either party provides a 90-day termination letter in writing to the Chairman of the Board or County Administrator and Mayor or City Administrator for each agency.

Dated this 13th day of January, 2026

DocuSigned by:
Jerome Selvin

Chairman of the Board

DocuSigned by:
Michael Alvarez

Chairman Pro Tem

DocuSigned by:
Will McKay

Commissioner

DocuSigned by:
Amanda Pearson

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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

THIS AGREEMENT is between Benton County and City of Prosser, public agencies 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, the City of Prosser has a need for technical resources that the Benton County Information Technology Department can provide including technical support and consultation to the City of Prosser that include but not limited to email, internet, file/folder, law enforcement, financial, archiving, backup, and security applications; and

WHEREAS, the use of Benton County's Information Technology expertise and staff by the City of Prosser is important to maintaining and conducting City and County public services at the Benton County Prosser Courthouse to the citizens we serve; and

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows effective January 1, 2026:

1. It is agreed upon between the Benton County and City of Prosser that City of Prosser staff shall be able to utilize the Benton County Information Technology Services set forth in Exhibit A, pursuant to the terms of this agreement. This agreement shall be administered by the Benton County Information Technology Director.
2. City of Prosser shall reimburse Benton County for its services provided pursuant to Exhibit A and at the rates established in Exhibit B, Cost of Services plus a 5% administrative fee based on actual expenditures. This is an agreement for services only and no real or personal property will be acquired pursuant to this agreement.
3. City of Prosser 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 City of Prosser by the 10th (tenth) of the month following the month in which reimbursable services were provided. City of Prosser will reimburse Benton County within thirty 30 days of billing for service. A delay in billing by Benton County does not relieve City of Prosser of the obligation to pay within thirty (30) days of actual billing.
5. This agreement will be administered by the City Administrator and/or his/her designee.
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 Chairman of the Board or County Administrator of Benton County and Mayor or City Administrator for their prospective agency.


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

City of Prosser
620 Market Street
PO Box 1639
Prosser, WA 99350

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. City of Prosser 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 City of Prosser pursuant to Exhibit A; provided, City of Prosser'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.
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 when executed by both parties' authorized representatives and the duration shall be ongoing unless terminated in writing by either part upon the duly authorized signatures of the parties' representatives.
11. Each agency shall file this agreement with the Benton County 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.

**CITY OF PROSSER,
WASHINGTON**

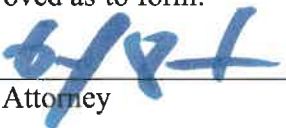
By: 
Mayor, City of Prosser

Date: 12/22/2025

Attest:

Deputy City Administrator/City Clerk

Date: 12/23/2025

Approved as to form:

City Attorney

Date: 12-16-25

**BENTON COUNTY,
WASHINGTON**

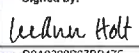
By: 
Chairman, Board of County
Commissioners

Date: 1/13/2026

Attest:

Clerk of the Board

Date: 1/13/2026

Approved as to form:

Benton County
Prosecuting Attorney

Date: 12/3/2025

Exhibit A Service Levels

1. Services provided to City of Prosser

It is agreed that City of Prosser's City employees and remote locations that facilitate City of Prosser operations shall have access to Benton County Information Technology Department (IT) support services as outlined within Exhibit A, Service Levels. IT services include:

- A. Desktop support.
- B. Printer support.
- C. Router, switch, and firewall network support.
 - I. City of Prosser shall maintain a professional network services contract to complement IT support.
- D. Cell phone support.
- E. City owned technology hardware adds and removes.
- F. Conference room audio and video systems
- G. Cisco Webex support.
- H. Training services.
- I. Consulting services.

City Staff: City employees including law enforcement officers.

2. Services provided at the Benton County Prosser Courthouse, City Public Works Shops and Parks, City Water Treatment, City Wastewater Treatment, City Aquatic Center, City Community Center, and City Law Enforcement locations.

- A. During this agreement, Benton County IT will place an onsite IT resource at the Prosser Courthouse 5 days a week during the first 3 months of this agreement. After the first 3 months, upon City of Prosser's written satisfactory, Benton County will provide an IT resource 1 to 3 days a week for remainder of this agreement. Besides on-site staff, Benton County IT remote support services will be available to the City as outlined in Exhibit A.
- B. Upon execution of this agreement, City of Prosser understands that maintaining and supporting Benton County operations is IT's priority. Periodically, IT may need to reallocate staff resources during the City's agreed upon resource support day(s) from the Prosser Courthouse to Benton County locations. Depending on the situation, IT will send notifications to the City Administrator and/or his/her designee if and when staff resources are not available at the Prosser Courthouse during the agreed upon day(s).
- C. Benton County also understands that City of Prosser operations are important to the public that both City and County serve in that City may need more IT resources than scheduled. If the City requires extra IT resources, IT will make every effort to accommodate the City's request. City will compensate the County based on the rates set forth in Exhibit B, Service Rates.
- D. City IT projects shall require a mutually agreed upon Scope of Work (SOW) that outlines the responsibilities of the County and City in writing by designed representatives approved

Exhibit A Service Levels

within this agreement. City will compensate the County at the rates set forth in Exhibit B, Service Rates.

E. Excluded from the scope of this agreement are the following.

1. Support fixes to hardware and software which are not a part of the City's managed network environment.
2. Provide, install, or maintain the City's internet service.
3. City hardware or software inventory will not be tracked or maintained by County IT. City will oversee hardware and software procurement, inventory, tracking, and budgeting.
4. City's Software as a Service (SAAS) updates that impact City services will not be supported by the County. City is to stay current with SAAS maintenance and support subscriptions so that SAAS vendor support is available to City employees to fix SAAS issues as the arise.

3. 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 site link will be provided to the City upon execution of this agreement. 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 City staff determine that is appropriate based on City needs. Benton County IT will route the call to the appropriate support staff for response. Benton County IT Support Portal will work with City staff to add IT's support portal to each city computer supported under this agreement.

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 Director or Manager, who will determine whether the response will be made at the time of request or during ordinary business hours.

4. 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 during holidays, weekends, and any day before 8:00 a.m. or after 5:00 p.m. may, at the discretion of Benton County IT management, be provided on an emergency basis.

1. City staff shall create an IT Support ticket via IT's Support Portal site.

Exhibit A Service Levels

2. 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 after-hours IT resource.
3. If the after-hours call goes to voicemail, users are to leave their name, location, and phone number.

5. Billing

Services will be invoiced monthly according to Exhibit B that will include a 5% Administrative fee of the total bill excluding Washington State Sales Tax. Services that are billed will include a brief description of the service, time spent, and user 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, general troubleshooting and problem resolution that can be completed via in person, remote access, or over the phone.	M-F. 8:00 a.m. to 5:00 p.m., excluding holidays	\$154.00/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	\$154.00/hour with one hour minimum (if needed travel time will be billed)	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	\$225/hour with one hour minimum (if needed travel time will be billed)	Per Incident as required

Exhibit C Security Policy

1. Purpose

City of Prosser elected officials and staff shall adhere to this Security Policy in connection with the use of Benton County IT resources at the Benton County Prosser Courthouse. Only authorized IT personnel shall be permitted to access the following locations: Prosser Courthouse Demarcation (DEMARC) room, data rooms, and IT office. If City staff need access to these areas, City staff shall be escorted by Benton County IT. Those locations 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 City of Prosser will follow in order to receive Benton County IT services at the Benton County Prosser Courthouse as set forth in this agreement.

Definitions

- **Demarcation Room (DMARC).** Area designated within the Benton County Prosser Courthouse where service providers equipment is installed, and their services become available to the Prosser Courthouse location.
- **IT Data Rooms.** Secure areas that house Benton County and City access to network, telecommunications, and applications within the Courthouse.
- **IT's Office.** The Information Technology Department's Office space located on the 2nd Floor of the Prosser Courthouse.
- **City Data Room.** A secure area within IT's Data Room where City owned network, telecommunications, and application equipment is housed.
- **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).
- **City of Prosser Network Resources.** City internal network connected systems that support City business. City network resources shall include but are not limited to internet, printers, email, file shares, financial applications, and department applications.
- **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 and City of Prosser. In addition, this security policy is to protect Benton County and City of Prosser network resources from unauthorized use or modification. It includes the security of Benton County and City of Prosser facilities and off-site data storage; computing, telecommunications, and applications related to providing public services to the citizens we serve. In order to protect network resources used from the Benton County

Exhibit C Security Policy

Courthouse, City of Prosser will follow the security measures described below.

3. Applicability/Enforcement

- A. This policy applies to City of Prosser elected officials, staff, and law enforcement officers who access Benton County's Prosser Courthouse.
- B. Benton County reserves the right to revoke City 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. Any computer additions, removals, and modifications requested by the City 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 Prosser Courthouse, City elected officials, staff, and law enforcement officers 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. Report any security compromises or suspected security compromises to Benton County's IT management and or City staff immediately.
- D. Be prohibited from using unauthorized hardware or software unless approved in writing by Benton County IT and the City. All approved hardware and software will be installed and supported by Benton County IT staff.

Failure to comply with this policy will result in Benton County exercising its rights detailed in Article 3. Applicability/Enforcement.

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 25-1845**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF PROSSER AND BENTON COUNTY FOR PROVISION OF
INFORMATION TECHNOLOGY SERVICES.**

BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that:

1. The Agreement, between the City of Prosser and Benton County, a copy of which is attached hereto and incorporated herein as if fully set forth is hereby approved and the Mayor is authorized to execute the agreement in duplicate originals.
2. Once fully executed the City Clerk shall list the agreement on the City's website as outlined in RCW 39.34.040.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 9th day of December, 2025.


MAYOR GARY VEGAR

ATTEST:


RACHEL SHAW, DEPUTY CITY
ADMINISTRATOR/CITY CLERK



APPROVED AS TO FORM:


BENJAMIN GOODWIN, CITY ATTORNEY