

## **INTERLOCAL AGREEMENT**

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080, and in conformance with R.C.W. 43.09.210, this 5<sup>th</sup> day of November, 2021, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and Fire District 5, hereinafter referred to as the "Fire Department" or "Agency".

**WITNESSETH:**

**IT IS HEREBY COVENANTED AND AGREED as follows:**

1. The Agency requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the County for all work done. The County will provide VPN and emergency services database access, per the attached IT Services and VPN Contract Rate Sheet.
2. The Agency hereby agrees to pay the amount(s) listed in the attached IT Services and VPN Contract Rate Sheet to the County Information Technology Services department, based upon services associated with the VPN and emergency services database access requirements.
3. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished through December 31, 2022, at which time this agreement shall terminate.
4. The intended purpose of the access granted hereby is to enhance Agency's emergency communications capabilities and to assist Agency's first responders in the performance of their duties. There shall be no other use of the capabilities provided under this Agreement.
5. It is the Agency's responsibility and the responsibility of each user with remote access privileges to take reasonable steps to prevent unauthorized access to the County's internal network. This includes the physical security of the equipment used by the Agency and each of its users. If a user's equipment or VPN key is lost or stolen, then the user must immediately contact the County Information Technology Department as soon as possible.
6. There is no expectation of privacy as to data transmitted over the County's network. All transmissions over County's network via remote access may be monitored, in accordance with the County's Electronic Communications and Internet Services Policy.
7. All computers connected to the County's internal network via remote access must utilize up-to-date anti-virus software. In addition, all computers must utilize a firewall, which can be software, hardware or both. This applies to computers owned by vendors or employees.
8. The Agency hereby agrees to maintain the confidentiality of all information that is obtained via the network. No information shall be used or disclosed in such a way that might violate an individual's privacy.
9. All users will use the system resources, responsibly and only for the purposes that are intended.

10. Passwords and VPN keys must be kept confidential.
11. Agencies and/or users who fail to follow any of the policies provided by the County may forfeit remote access privileges.
12. To the fullest extent permitted by law, Agency agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, and agents, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, which (i) are caused in whole or in part by any act or omission, negligent or otherwise, of the Agency and/or its employees or agents; or (ii) are directly or indirectly arising out of, resulting from or in connection with performance of this Agreement; or (iii) are based upon the Agency's and/or its employees' or agents' use of the County's network. This indemnification obligation of the Contractor shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County. The foregoing indemnification obligations of the Agency are a material inducement to County to enter into this Agreement, are reflected in the pricing offered hereunder, and have been mutually negotiated by the Parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
Rieva Lester, Clerk of the Lewis County  
Board of County Commissioners

**FOR THE COUNTY:**

\_\_\_\_\_  
Matt Jaeger  
Director of Information Technology Services

**APPROVED AS TO FORM:**

Jonathan L. Meyer  
Prosecuting Attorney

**AGENCY:**

Dan McManey 11/5/21  
Name Date

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

Chief LCFD 5  
Title