SERVICE 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 _____ day of _____, 2025, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and Medix Ambulance Service, hereinafter referred to as the "Company".

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. Company requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees payment 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. Company 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 work as provided for hereto shall be accomplished through December 31, 2026, at which time this agreement shall terminate. In addition, County may terminate this agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the agreement is terminated in accordance with this paragraph, Company shall remain obligated to pay County the amounts due until the date of termination. Termination of this agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
4. The intended purpose of the access granted hereby is to enhance Company's emergency communications capabilities and to assist Company'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 Company's responsibility and the responsibility of each Company 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 Company 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. All client-based VPN connections must utilize the county-provided multi-factor authentication provider (Cisco DUO).
9. 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.
10. All Company users will use the system resources responsibly and only for the purposes that are intended by this agreement.
11. Company and its users must keep passwords and VPN keys confidential.
12. To the fullest extent permitted by law, Company 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, that (i) are caused in whole or in part by any act or omission, negligent or otherwise, of the Company 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 Company's and/or its employees' or agents' use of the County's network. This indemnification obligation of the Company shall not apply if the claim, damage, loss, or expense is caused by the sole negligence of the County. The Company's foregoing indemnification obligations 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.
13. Nothing in this agreement nor in the performance by Company shall operate to vest any employment rights whatsoever or be deemed to create an employer-employee relationship nor joint venture between County and Company. Company shall have and maintain complete responsibility and control over all its employees, agents, and representatives, if any. No subcontractor, employee, agent, or representative of Company, if any, shall be or deemed to be or act or purport to act as an employee, agent, or representative of the County.
14. Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.
15. Company acknowledges, represents, and warrants that it has the full right, power, and authority to enter into this agreement. The person signing this agreement on behalf of Company represents and warrants that he or she has the full right, power, and authority to bind Company, Company has approved this Agreement and authorized him or her to sign it, and Company is duly formed and in good standing.

16. This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.
17. This agreement is made in Lewis County, Washington. It shall be construed, interpreted, and governed in accordance with the laws of the State of Washington, without reference to its choice of law principles. Any action to enforce any rights or obligations created by this agreement or to construe this agreement shall be brought exclusively in the courts of the State of Washington in and for the County of Lewis.
18. This agreement shall be binding upon and inure to the benefit of the parties hereto and all their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this agreement shall so survive.
19. If any provision of this agreement is found to be invalid or contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.
20. Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.
21. The Parties each acknowledge, represent, warrant, and agree that they arrived at this Agreement through arm's length negotiations, and the mutual covenants and promises as provided by this Agreement are sufficient and due and adequate.
22. This Agreement constitutes the entire agreement of the Parties on all these subjects. This Agreement may not be modified, interpreted, waived, or revoked orally, but only by a writing signed by both Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.
23. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

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:

Gabe Anzelini
Director
Information Technology Services

APPROVED AS TO FORM:

Jonathan L. Meyer
Prosecuting Attorney

By:
Deputy Prosecuting Attorney

COMPANY:

Name

Date 10/24/25

President
Title