

**Okanogan County Remote Access Agreement
Between
Okanogan County and Agency**

THIS AGREEMENT is made this 22nd day of March, 2007, between OKANOGAN COUNTY, a municipal corporation, hereinafter referred to as the "County", and Coulee Dam Police Department, hereinafter referred to as the "Agency". The parties to this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall be from March, 2007 until terminated by either party. The Agency and the County agree that subject to the terms and conditions that follow, the County will provide remote access into the County network and for the considerations set forth herein.

2. PURPOSE OF AGREEMENT

- a. Remote access through a Virtual Private Networking (VPN) connection is offered by Okanogan County to provide secure network communication and extend local network access to offsite locations. Usage guidelines apply to all out side agencies, contractors, consultants, temporaries, and other workers, including all personnel affiliated with third parties utilizing access to the Okanogan County network.
- b. The purpose of these guidelines is to define standards for connecting to the Okanogan County network from any host. These standards are designed to minimize the potential exposure to Okanogan County from damages which may result from unauthorized use of County resources. Damages include the loss of sensitive or confidential data, intellectual property, damage to public image, damage to critical internal systems, etc.

3. DEFINITIONS

- a. Virtual Private Network (VPN): A VPN creates a secure connection, called a tunnel, between a client computer and a VPN server. This connection is usually made over the Internet and, in that case, has the effect of extending Okanogan County network resources to remote users. The system uses encryption and other security mechanisms to ensure that only authorized users can access the network and that the data cannot be intercepted.
- b. VPN Client - is software that is installed on the user's remote workstation that will allow the workstation to connect to the Okanogan County's VPN secure network.
- c. Remote Access - any access to Okanogan County's network through a non-Okanogan County controlled network, device, or medium.
- d. Split-tunneling - when network traffic destined for Okanogan County network is sent to the VPN server and traffic not for Okanogan County is sent directly to the remote location without passing through the VPN server. This method renders the VPN vulnerable to attack as it is accessible through the public, non-secure network.

4. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use you warrant to Okanogan County that you will not use the remote access services for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

- a) You may not use the remote access in any manner which could damage, disable, overburden, or impair the County network or remote access services or interfere with any other party's use of the technology.
- b) You may not obtain or attempt to obtain any information through any means not intentionally made available or provided for through the Okanogan County remote access connectivity.

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- c) Defame abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- d) Publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- e) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- f) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- g) Advertise or offer to sell or buy any goods or services for any business purpose.
- h) Conduct or forward surveys, contests, pyramid schemes or chain letters.
- i) Download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner.
- j) Violate any code of conduct or other guidelines which may be applicable for any particular communication service.
- k) Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- l) Violate any applicable laws or regulations.
- m) Okanogan County has no obligation to monitor the remote access and communication services. However, reserves the right to review activity and reserves the right to terminate your access to any or all of the services reached through the Okanogan County remote access service.
- n) Okanogan County reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.
- o) It is the responsibility Agency to ensure that others do not gain access through their access credentials. At no time should any user provide their login and password information to anyone other than their supervisor, if required. Breaching the guidelines may result in your access account being disabled.

5. REQUIREMENTS

- a. Secure remote access will be enforced via password authentication with strong pass-phrases.
- b. All hosts connecting the Okanogan County VPN must use at a minimum the Cisco 4.8 VPN client software.
- c. Dual (split) tunneling is NOT permitted unless specific written permission is obtained through the Okanogan County Central Services Director.
- d. Pings or other artificial network processes are NOT to be used to keep the connection open.
- e. Unless specifically designated, VPN users will be automatically disconnected from the County network after 60 minutes of inactivity and 4 hours of maximum connect time unless otherwise designated as a 24/7 user. The user must then log on again to reconnect to the network.
- f. VPN gateways will be set up and managed by the Okanogan County Central Services Department.
- g. All computers connected to County internal networks must use the most up-to-date anti-virus software; this includes personally owned computers.
- h. General access to the Internet for recreational use through the connection is not permitted.
- i. Authorized users are responsible for ensuring that family members and others do not have access to the County's Network connection.
- j. User must sign an acknowledgement form, please see attached.
- k. Individuals connecting to the Okanogan County Network may not run server software, e.g., HTTP/Web server, SMTP server, FTP server, DHCP server, etc. unless specific written permission is obtained through the Okanogan County Central Services Director. Activation of these types of services is a direct violation of this agreement, and will result in termination of their connection to the Network. VPN users will be limited to TCP/IP protocol services only.

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6. RIGHTS IN DATA

The County does not convey, nor does the Agency obtain, any rights in the computer systems, programs or related documentation owned and furnished by the County for the performance of this Agreement.

7. PROPRIETARY INFORMATION

Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. Nothing herein shall be construed to require withholding of information which is otherwise discloseable pursuant to RCW 42.17. et. seq.

8. PAYMENT

In consideration of the provision of access to the County's network described herein, the Agency shall pay the County, for recovery costs pursuant to RCW 43.09.210 the sum of \$59.66 per user, per year and \$126.69 per year for technical support. The fees reflect recovery cost to the County for hardware, maintenance, line fees and technical support staff. This fee arrangement allows simultaneous access of one or more computers to the County network. Charges mentioned above may increase as fees increase for the County. In the event the Central Services Director advises that normal business hours support exceeds 2 hours per month, additional support charges may be incurred. Computer access will be and supported between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays. After hours support will be charged at the rate of \$36.95 per hour.

9. OTHER COSTS

The Agency end of the connection is a "user managed" service. This means that the Agency is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees. The Agency shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment and software, and the costs of connecting that equipment with the County's equipment.

10. ADMINISTRATION OF AGREEMENT

The County hereby appoints and the Agency hereby accepts the County Prosecutor as the County's representative for the purpose of administering the provisions of this Agreement, including the County's right to determine if contracting obligations are being performed in accordance with the federal, state or local laws and to administer any other right granted to the County under this Agreement.

11. ACCESS CONTROL

County shall, at its sole discretion, have the right to limit, prioritize and otherwise control Agency's access to the data as may be necessary to prevent unreasonable disruption or interference with County's operations or to maintain access by other members of the public. Additionally, it is the responsibility of the Agency to ensure that unauthorized users are not allowed access to Okanogan County's internal networks.

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12. ASSIGNMENT

The Agency agrees that it shall not assign any right or interest in this Agreement without the written permission of the County. Any attempted assignment by the Agency without written permission by the County, or its authorized agent, shall be wholly void and totally ineffective for all purposes. Further-more, the Agency and the County agree that neither shall delegate any obligation which he/she has under this Agreement without the written permission of the other party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.

13. LIMITATION OF LIABILITY

The information supplied by the County is provided on an "as is" basis "with all faults". Further, the County shall not be liable for nor be deemed to be in default on account of any failure to perform the services as set forth. If said failure is due to system backup, scheduled hardware/software maintenance, central co negligence of the County or their duly appointed agents. The obligations of the County and the rights and remedies of the Agency set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the County and rights, claims and remedies of the Agency against the County expressed or implied arising by law or otherwise with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

14. LIABILITY DISCLAIMER

Changes are periodically made to the remote access services included in or available through Okanogan County. Okanogan County SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS. The County makes no representations about the suitability, reliability, availability, timeliness and accuracy of the information and services obtained through the Okanogan County remote access services. To the maximum extent permitted by applicable law, in no event shall Okanogan County be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance, with the delay or inability to use the Okanogan County remote access or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through Okanogan County remote access services or otherwise arising out of the use of Okanogan County remote access services whether based on contract, tort, negligence, strict liability or otherwise, even if Okanogan County has been advised of the possibility of damages. Because some States/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages; the above limitation may not apply to you. If you are dissatisfied with any portion of the these terms of use, your sole and exclusive remedy is to discontinue using the Okanogan County remote access services.

15. INDEMNIFICATION AND HOLD HARMLESS

The Agency understands that Chapter 42.17 RCW imposes various penalties upon an Agency for violation of its provisions. The Agency specifically and expressly agrees to defend, indemnify, and save harmless the County, its officers, agents and employees from and against any and all suits, claims, actions, losses, costs, penalties and damages arising out of the Agency's breach of this Agreement, including attorneys' fees and claims by employees of the Agency. The Agency specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW, and acknowledges that this

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waiver was mutually negotiated by the parties herein. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorneys' fees shall be allowed to the prevailing party.

16. TERMINATION OF AGREEMENT - EVENTS OF DEFAULT

Without limiting the generality of the foregoing, this Agreement may be terminated by default upon an event of default, which events of default include but are not limited to the following:

- a) If the Agency wrongfully uses the data or screens provided by the County.
- b) If the Agency copies the data or screens which are subject to restrictions set forth in RCW 42.17.010 et. seq. without written authorization of County.
- c) If the Agency has not paid the monthly invoice on any of the sums described in Section 9 of this Agreement within thirty (30) days of billing.
- d) If this Agreement is in conflict with federal or state law, County resolutions or ordinances which are in effect at the time of this agreement or may be imposed in the future.
- e) If the customer uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- f) If there is an impossibility of performance of this Agreement through no fault of any party hereto.
- g) If the Agency sells, gives, leases or loans access to the screens or the data contained therein to any person or in any way directly or indirectly allows copies, which are subject to restriction set forth in RCW 42.17.010 et. seq., to be made by any person without the express written approval of the County.
- h) If the Agency violates any of the provisions of this agreement

17. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in the courts of competent jurisdiction in Okanogan County, Washington in all disputes arising out of or relating to the use of the County's remote access services. Use of the services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or Agency relationship exists between you and the County as a result of this agreement or use of the County information you have access to. The County's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the County's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the County remote access services provided to or gathered by the County with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the County with respect to the County's information and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the County and Agency.

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17. SCOPE OF AGREEMENT

This Agreement constitutes the entire Agreement between the County and the Agency and supersedes all proposals, oral or written, and all of the communications between the parties in relation to the subject matter of this Agreement. No other agreement or understanding exists between the County and the Agency except as expressly set forth in this instrument. These terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any other document or writing submitted by the Agency in respect to the data to be provided hereunder.

18. MODIFICATION OF THESE TERMS OF USE

Okanogan County reserves the right to change the terms, conditions, and notices under which the technology is offered, including but not limited to the charges associated with the use of the Okanogan County remote access services.

19. GENERAL

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of any party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to effect the validity of this Agreement, or any part thereof, or the right of any party to thereafter enforce each and every such provisions. If any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other terms, conditions or applications of the agreement. All terms, conditions or applications of this Agreement are declared severable. The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments hereto and do agree thereto in every particular. The remedies of the County in the case of default by the Agency are in no way waived by, limited by, or exclusively set forth in this Agreement. The Agency shall make its books and records available in a place designated by the County to the County, its agents and attorneys, upon twenty (20) days notice for the purpose of determining if the Agency has violated any provision of this Agreement.

Agency employees working on Agency business from home computers should be aware that the home computer records (including e-mail) "used" by the Agency and related to the "conduct of government" become "public records" RCW 42.17.020(41). However, the act does not authorize unbridled searches of Agency property. If Agency property is not subject to unbridled searches, then neither is the home computer of an Agency employee. Yet, because the home computer documents relating to Agency business are "public records," they are subject to disclosure (unless exempt). Agencies should instruct employees that all public records, regardless of where they were created, should eventually be stored on Agency computers. Agencies should ask employees to keep Agency-related documents on home computers in separate folders and to routinely blind carbon copy ("bcc") work emails back to the employee's Agency e-mail account. If the Agency receives a request for records that are solely on employees' home computers, the Agency should direct the employee to forward any responsive documents back to the Agency, and the Agency should process the request as it would if the records were on the Agency's computers.

20. SUPPORT CONTACT INFORMATION

For support contact the Okanogan County Central Services Department during normal business hours Monday through Friday 8 am – 5 pm. Central Services may be reached at 509-422-7125 or email cs@co.okanogan.wa.us.

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OKANOGAN COUNTY, WASHINGTON

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

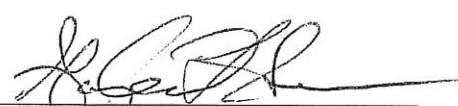
Board of County Commissioners
Okanogan County, Washington

Chairman

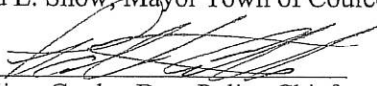
ATTEST:

Clerk of the Board

Stephen Bozarth, Chief Civil Deputy Prosecutor



Gayland L. Snow, Mayor Town of Coulee Dam



Pat Collins, Coulee Dam Police Chief