COPY

SOUTH SOUND 911
LAW ENFORCEMENT
COMMUNICATION SERVICES AGREEMENT

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter "SS911") and the MILTON POLICE DEPARTMENT (hereinafter "Law Enforcement Agency") for 911 public safety communications.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Communication Services, including 24-hour dispatch for law enforcement; and

WHEREAS, Law Enforcement Agency is in need of Communication Services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Communication Services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective January 1, 2020, and shall be in full force and effect until terminated under the Termination section below.

2. Communication Services. SS911 shall provide the following services:

   A. Receive and accept emergency and routine police calls from within the boundaries of areas served by Law Enforcement Agency.

   B. Handle calls according to procedures established by SS911 with input from Law Enforcement Agency.

   C. Maintain radio and support communications with Law Enforcement Agency from the time of the initial call until the conclusion of the emergency and provide additional assistance as needed.

   D. Record and maintain a record of radio and telephone communications relating to all emergency incidents according to the procedures established by SS911.

   E. The services shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this Agreement.

3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:

   A. Comply with the standard operating procedures for services as may be established from time to time by SS911 with input from Law Enforcement Agency.

B. Be responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.

C. Provide and maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.

D. Maintain a unit identification system mutually agreed upon by Law Enforcement Agency and SS911.

E. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 services.

F. Authorize SS911 to provide service within Law Enforcement Agency's jurisdiction.

4. Fees for Services. Law Enforcement Agency agrees to pay at least quarterly for services based on the fee schedule approved by the SS911 Governing Board. SS911 shall attempt to give at least three months advance notice of any change to its fee schedule. Law Enforcement Agency shall be notified of the fee schedule by electronic mail and it will be deemed received if email transmission was successful. It is the responsibility of the Law Enforcement Agency to notify SS911 if the fee schedule was not received.

5. Records. SS911 shall maintain all records, reports, and documents created, held and maintained under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Law Enforcement Agency regarding the request prior to its release. In the event the Law Enforcement Agency requests the record be withheld or redacted, the Law Enforcement Agency shall be liable for any and all claims, costs, or attorney's fees incurred by SS911 in complying with the Law Enforcement Agency's request.

6. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

   SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

7. Termination. This Agreement may be terminated by either Party submitting written notice to the other Party by September 1 of any year, to be effective at the end of the following

calendar year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by the SS911 Governing Board.

8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	**LAW ENFORCEMENT AGENCY**
Janet Caviezel South Sound 911 Budget & Finance 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: Address:
Phone: (253)798-2970	Phone:
Fax: (253)798-7874	Fax:
Email: Janet.Caviezel@SouthSound911.org	Email:

9. Miscellaneous Provisions.
   A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
   B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
   C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
   D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
   E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
   F. Entire Agreement. This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
   G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

H. Acknowledgement. SS911 is organized pursuant to Substitute Ordinance No. 28595 of the City of Tacoma, Washington adopted on July 9, 2019, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by SS911 shall be satisfied exclusively from the assets and properties of SS911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of SS911 unless explicitly agreed to in writing by such public or private entity or agency. RCW 35.21.750 provides as follows: "[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority."

IN WITNESS WHEREOF the parties hereto have accepted an executed this Agreement as of the day and year written above.

SOUTH SOUND 911

Andrew E. Neiditz Date
Executive Director

Approved as to Budget:

Janet Caviezel
Assistant Director, Administration

Approved as to Form:

Peter Beckwith
General Counsel

MILTON POLICE DEPARTMENT

11-5-2019
Date

Print Name: Shanna Shynn Sherrell

Print Title: Mayor

Address: 1000 Laurel St Milton, WA 98354