

**SOUTH SOUND 911
LAW ENFORCEMENT SUPPORT SERVICES
SERVICE AGREEMENT No. 1163**

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter "SS911") and the PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (PIERCE TRANSIT) (hereinafter "Law Enforcement Agency") for Support Services (defined below).

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Support Services; and

WHEREAS, Law Enforcement Agency is in need of Support 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 Support Services to Law Enforcement Agency;

NOW, THEREFORE the SS911 and Law Enforcement Agency agree as follows:

1. Effective Date and Duration. This Agreement shall be effective January 1, 2021 and shall expire on December 31, 2026. This Agreement may be extended for an additional period by mutual written consent of both parties hereto.
2. Support Services. SS911 shall provide support services, which may include law enforcement records, fingerprinting, and other services as selected by the Law Enforcement Agency ("Support Services").
3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:
 - A. Comply with the standard operating procedures for Support Services as may be established from time to time by SS911 with input from Law Enforcement Agency.
 - B. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 Support Services.
 - C. Authorize SS911 to provide Support Services within Law Enforcement Agency's jurisdiction and, where applicable, delegate its authority to SS911 to provide such Support Services.
 - D. Notify SS911 in writing of any changes to the Support Services being sought for the following year at least three (3) months prior to SS911 Governing Board's approval of the Support Services fee schedule, which occurs in September.
4. Fees for Support Services. Law Enforcement Agency agrees to pay at least quarterly for the Support Services based on the annual fee schedule approved by the SS911 Governing

Board. SS911 shall give Law Enforcement Agency at least three (3) months advance notice of any change to its fee schedule for the following year. Law Enforcement Agency shall be notified of the fee schedule by electronic mail sent no later than September 30 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 and held 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 of Law Enforcement Agency, SS911 may notify the Law Enforcement Agency regarding the request at least fifteen (15) days prior to its release in order to allow Law Enforcement Agency the opportunity to seek a court order preventing release of the record. 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, 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 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 June 1 of any year, with termination to be effective on December 31 of that year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for Support Services as provided in this Agreement. Either party may terminate this Agreement immediately if the other party violates the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days of receipt of written notice of the breach, or a longer period if agreed to by the parties in writing.
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	Mike Griffus Pierce Transit 3701 96 th St SW, Lakewood WA 98499
Phone: (253)798-2970	Phone: (253) 983-2734
Fax: (253)798-7874	Fax: N/A
Email: Janet.Caviezel@SouthSound911.org	Email: mgriffus@piercetransit.org

9. Miscellaneous Provisions.

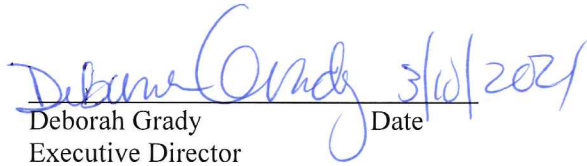
- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
 - B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer 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 provision, 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 both parties.
- H. Acknowledgement. SS911 represents that it 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 and executed this Agreement as of the last day and year written below.

SOUTH SOUND 911

PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA COROPORATION



Deborah Grady Date
Executive Director



Susan Dreier 3/11/21
Chief Executive Officer Date

Approved as to Budget:

Address:
3701 96th St. SW
Lakewood, WA 98499



Janet Caviezel
Finance Director



Peter Beckwith
General Counsel