

**SOUTH SOUND 911  
LAW ENFORCEMENT  
SERVICE AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 (hereinafter "SS911") and the RUSTON POLICE DEPARTMENT, (hereinafter "Law Enforcement Agency") for public safety communications and other services as provided herein.

WHEREAS, Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup and Pierce County Fire Protection District NO. 3 (West Pierce Fire & Rescue) (together referred to as the "Member Agencies") have created an interlocal agency called South Sound 911; and

WHEREAS, the purpose of SS911 is to provide communications services and other services as authorized by the Member Agencies; and

WHEREAS, SS911 may provide services to non-Member Agencies; and

WHEREAS, Law Enforcement Agency is a criminal justice agency as defined in RCW 10.97;

NOW, THEREFORE the Parties hereto agree as follows:

1. Effective Date and Duration. This Agreement shall be effective on January 1, 2016, and shall be automatically renewed on January 1 of each year unless sooner terminated under the provisions provided herein.
2. Services. SS911 agrees to provide services as selected by Law Enforcement Agency as part of the annual review process described below. Current services include:
  - A. Law Enforcement Information Services
    - i. Core Technology
    - ii. Core Operations
    - iii. Public Service
    - iv. Warrant Service
  - B. Law Enforcement Communications.  
A description of service and its terms and conditions shall be provided as part of the annual review. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
3. Annual Review. On an annual basis, SS911 will provide Law Enforcement Agency with a description of services for the upcoming year and any applicable terms and conditions. By selecting a service, Law Enforcement Agency agrees to abide by the applicable terms and conditions.
4. Fees for Services. Law Enforcement Agency agrees to pay quarterly for services based on the rates established by the current SS911 cost allocation model.

5. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its Member Agencies and 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.

6. Termination. This Agreement may be terminated, without cause, by either Party upon written notice to the other Party of at least 180 calendar days. 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 SS911.
7. 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 Manager 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: City of Ruston Police Dept.  Address: 5117 Winnifred Street Ruston WA 98407
Phone: (253)798-2970	Phone: 253-759-3544
Fax: (253)798-7874	Fax: 253-752-3754
Email: Janet.Caviezel@SouthSound911.org	Email: townclerk@rustonwa.org

8. 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 and the Attachments contain 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.

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

**SOUTH SOUND 911**

Andrew E. Neiditz  
Andrew E. Neiditz  
Executive Director

Date

Approved as to Budget:

Janet Caviezel  
Janet Caviezel  
Budget & Finance Manager

Approved as to Form:

Peter Beckwith  
Peter Beckwith  
Legal Advisor

**RUSTON POLICE DEPARTMENT**

Victor Cellis  
Print Name: VICTOR CELLIS

Date

Print Title: INTERIM POLICE CHIEF  
Address: 5219 N SHIPLEY ST  
RUSTON, WA 98407