

RESOLUTION 2023-LL

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE EXECUTION OF AN EXTENDED TECHNICAL SUPPORT SERVICES AGREEMENT WITH SOUTH SOUND 911

WHEREAS, the Town of Eatonville (“Town”) has a Technical Services Agreement with Blacksheep Technology for IT services; and

WHEREAS, the agreement with Blacksheep does not support the full functions of the Eatonville Police Department (“EPD”) after hours and in regard to certain law enforcement needs; and

WHEREAS, EPD is in need of services 24 hours a day as well as software specific support that is not offered under the current IT services agreement for the Town; and

WHEREAS, EPD has selected South Sound 911 to offer Extended Technical Support Services as they are experts as it pertains to law enforcement; now, therefore

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the South Sound 911 Extended Technical Services Support Services Agreement, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 9th day of October 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2023-LL

**SOUTH SOUND 911
EXTENDED TECHNICAL SUPPORT
SERVICES AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter “SS911”) and the EATONVILLE POLICE DEPARTMENT, (hereinafter “Agency”); collectively referred to herein as the “Parties” or individually as “Party”.

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

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective _____, and shall be in full force and effect until terminated under the Termination section below.
2. Support Services. SS911 shall provide Agency with support services as described in Exhibit A, attached hereto.
3. Fees for Services. SS911 shall charge the Agency quarterly the amount listed in Exhibit A.
4. 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, SS911 may notify the Agency regarding the request prior to its release. In the event the Agency requests the record be withheld or redacted, the Agency shall be liable for any and all claims, costs, or attorney’s fees incurred by SS911 in complying with the Agency’s request.
5. Indemnification. 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 Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless 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 by either Party providing 90 days written notice of termination to the other Party.
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	AGENCY
South Sound 911 Janet Caviezel, Finance Director 3580 Pacific Avenue Tacoma, WA 98418	Eatonville Police Department Jason LaLiberte, Chief of Police PO Box 309 Eatonville, Washington 98328
Phone: 253.287.4804	Phone: 360.832.6111
Fax:	Fax:
Email: Janet.Caviezel@SouthSound911.org	Email: jlliberte@epdeatonville.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 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. Authority to enter into this Contract. The undersigned Agency representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Agency.

I. 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 and executed this Agreement as of the day and year written above.

SOUTH SOUND 911

EATONVILLE POLICE DEPARTMENT

Deborah Grady
Executive Director

Date

David Baublits
Mayor, Town of Eatonville

Approved as to Budget:

Chief of Police

Janet Caviezel
Finance Director

Jason LaLiberte
Chief of Police

Approved as to Form

Address:

201 Center Street West
Eatonville, Washington 98328

Peter Beckwith
General Counsel

EXHIBIT A EXTENDED TECHNICAL SUPPORT SERVICES

The extended technical support services provided by South Sound 911 and/or requested by the AGENCY will be outlined as follows:

1. Hardware

Maintenance, troubleshooting and repair of the following Eatonville Police Department assets:

- A. Desktop Computers
- B. Laptop Computers
- C. Tablet Devices
- D. Wireless Devices

If an asset is deemed to be non-functional, SS911 will notify the AGENCY that it is no longer serviceable. Any replacements of assets, including peripherals (keyboards, mice, etc.), are solely the responsibility of the AGENCY. SS911 agrees to assist the AGENCY with recommendations, requirements and specifications for approved hardware and systems to ensure compatibility with necessary public safety applications.

Disposal of AGENCY assets are solely the responsibility of the AGENCY. SS911 can assist in removal of confidential data to prepare the assets for destruction or disposal according to the AGENCY policies and procedures.

2. Software

Installation and configuration of the following Eatonville Police Department software:

- A. Computer Operating Systems
- B. All compatible software
- C. Virus protection
- D. Other necessary applications or software purchased by the AGENCY

3. Service Level/Expectations

If the AGENCY experiences computer problems, the AGENCY employees may contact the SS911 Support Center at 253.287.4850 or by email at SupportCenter@SouthSound911.org for a Support Technician to evaluate the problem.

The SS911 Support Center normal business hours are Monday to Friday, 6am to 10pm plus Saturday and Sunday, 8am to 6pm. Outside of normal business hours, a Support Technician is on call for critical issues needing emergent attention.

4. Compensation

The 2023 - 2024 rate is \$300 per machine annually. The rate in subsequent years will be increased by 5%. Billing will occur quarterly.