

**SOUTH SOUND 911
ROUTER/FIREWALL COLOCATION
AGREEMENT**

THIS AGREEMENT is entered into by and between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter "SS911") and East Pierce Fire & Rescue, (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 Agency desires to place routing firewall devices within SS911's data center to enhance connectivity or resolve issues between the Agency and SS911;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective upon execution, and shall be in full force and effect until terminated under the Termination section below.
2. Equipment. Agency is authorized to install two Peplink Balance 580 Multi-WAN firewall routers, or similar devices, within SS911's data center, in a location designated by SS911 IT staff.
3. Access. Agency will be granted limited access to SS911's data center for the purpose of installing or replacing firewall devices within SS911's data center. Agency's access to the data center shall be coordinated with SS911 IT staff. Furthermore, Agency personnel shall be accompanied by SS911 staff at all times while in the data center.
4. 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.

5. Termination. This Agreement may be terminated by either Party providing 30 days written notice of termination to the other Party, or may be terminated sooner for good cause.
6. 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	East Pierce Fire & Rescue Jon Parkinson, Fire Chief 8601 Main Street E. Bonney Lake, WA 98391
Phone: 253.287.4804	Phone: 253.863.1800
Fax: 253.287.4822	Fax:
Email: Janet.Caviezel@SouthSound911.org	Email: jparkinson@eastpiercefir.org

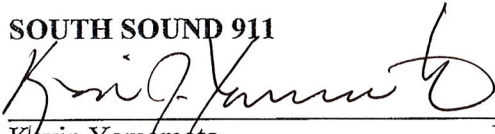
7. Miscellaneous Provisions.

- 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


Kevin Yamamoto
Interim Executive Director
Date 3.3.2025

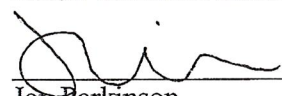
Approved as to Budget:


Janet Caviezel
Finance Director

Approved as to Form:


Peter Beckwith
General Counsel

EAST PIERCE FIRE & RESCUE


Jon Parkinson
Fire Chief
Date 2/25/25

Address:

8601 Main Street E.
Bonnev Lake, WA 98391