

March 5, 1984
3633A/AG/hdm

Introduced by: AUDREY GRUGER

Proposed No. 84-101

5938

MOTION NO. _____

A MOTION authorizing the King County Executive to execute the interlocal agreement negotiated by King County and twenty-seven Enhanced 911 public safety answering points within King County's jurisdiction to govern the provision of and participation in King County's Enhanced 911 Emergency Communication System.

WHEREAS, King County and Pacific Northwest Bell Telephone Company have executed the Enhanced 911 (E-911) Emergency Communication System Agreement as approved and adopted by King County ordinance 6507, and

WHEREAS, said Agreement provides for the implementation and operation of an E-911 System serving the entire county through twenty-seven public safety answering points outside of King County government, and

WHEREAS, said agreement imposes the requirement for agreements with participating public safety answering points specifying terms and conditions governing the use of E-911 System features and equipment by those public safety answering points, and

WHEREAS, the implementation and operation of the county's E-911 system requires planning and coordination within and among the participating public safety answering points, and

WHEREAS, the county and the participating public safety answering points desire to establish the policies, procedures, and respective responsibilities necessary to implement and operate an E-911 system for King County in accordance with the county's Agreement with Pacific Northwest Bell Telephone Company;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

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Pursuant to RCW 39.34.080 and ordinance 6507, the executive is authorized to enter into the agreement negotiated by King County and twenty-seven participating public safety answering points to govern the provision of and participation in King County's E-911 system as specified in the agreement enacted by ordinance 6507 and as attached hereto, provided any changes to said agreement are subject to county council approval.

PASSED this 12th day of March, 1984.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council

INDEX TO KING COUNTY
ENHANCED 911 PARTICIPATION AGREEMENT

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	DEFINITIONS	2
2	TERM OF AGREEMENT	3
3	SCOPE OF AGREEMENT	4
4	INSTALLATION AND SITE PREPARATION	5
5	SYSTEM ACCEPTANCE TEST	7
6	EVALUATION	8
7	CONDITIONS OF USE	8
8	EXCISE TAX REVENUE DISTRIBUTION	10
9	NETWORK CHARGES	16
10	ADDITION, DELETION, OR MOVEMENT OF PSAPS	16
11	SYSTEM MANAGEMENT	16
12	ACCESS TO PSAP	17
13	VENDOR LIAISON	17
14	MAINTENANCE	18
15	TRAINING	18
16	DOCUMENTATION	19
17	ATTACHMENTS	19
18	LIABILITY	20
19	LIABILITY INSURANCE	23
20	ARBITRATION	24
21	INDEPENDENT STATUS OF PARTIES	25
22	DELEGATION AND ASSIGNMENT	26
23	GENERAL PROVISION	26
24	EXHIBITS	27

Exhibits

1

2

3

4

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840312 07

KING COUNTY ENHANCED 911
PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____,
1984 by and between _____

_____ on behalf of _____
hereinafter referred to as the Public Safety Answering Point (PSAP), and King
County, a Home Rule Charter County Government in the State of Washington,
hereinafter referred to as the "County."

WHEREAS, it is in the public interest to provide 911 emergency telephone
service so that the public may summon emergency public safety assistance as
quickly and efficiently as possible; and

WHEREAS, it is commonly recognized that the mismatch of public safety
agency boundaries and telephone exchange boundaries in King County has prohi-
bited the implementation of a County-wide "Basic" 911 system; and

WHEREAS, it is commonly understood that the technology of "Enhanced" 911
overcomes those boundary mismatch problems; and

WHEREAS, the Washington State Legislature passed substitute House Bill 484
(Chapter 160, Laws of 1981) providing for the funding of county-wide emergency
communications systems through the imposition of an excise tax on telephone
access lines; and

WHEREAS, the County passed an ordinance placing a proposition before the
electorate to impose a telephone excise tax on the use of all telephone access
lines in an amount not to exceed forty-five cents per month for each line for
the purpose of paying for the implementation and operation of an enhanced 911
emergency telephone system; and

WHEREAS, the voters within the County passed said proposition; and

WHEREAS, the County has entered into a Contract with Pacific Northwest
Bell, hereinafter referred to as "PNB," for the implementation and operation of
an enhanced 911 emergency telephone system, hereinafter referred to as the
"System;" and

WHEREAS, said Contract with PNB, hereinafter referred to as the "System Contract" and attached hereto as Exhibit 1, imposes terms and conditions concerning the use of the 911 equipment that must be complied with by all PSAPS; and

WHEREAS, the implementation and operation of any large and complex 911 system requires considerable planning and coordination within and among the participating agencies; and

WHEREAS, the parties hereto desire to establish the policies, procedures, and responsibilities necessary to implement, operate, and provide continuity for an enhanced 911 emergency telephone system for King County;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

The following terms shall have the meanings set forth below whenever they are used in this Agreement. All other terms shall be as defined in the Specifications and Proposal.

- a. "System" shall mean the enhanced 911 emergency telephone system described in the "Proposal for an E-911 Telephone System for King County" published by PNB under cover letter dated February 14, 1983 and as contracted for under King County Contract Number D10420D.
- b. "Specifications" shall mean the "Functional and Performance Specifications for an Enhanced 911 Emergency Telephone System" published by the King County E-911 Program Office and transmitted to PNB under a cover letter requesting a formal proposal dated January 4, 1983.
- c. "Proposal" shall mean the "Proposal for an E-911 Telephone System for King County" and addenda thereto published by PNB and submitted to the County under a cover letter dated February 14, 1983.
- d. "System Contract" shall mean the Contract between the County and PNB numbered D10420D and entered into on September 2, 1983 for the

840312 07

installation and operation of an enhanced 911 system for King County as described in the Specifications and the Proposal, both of which are attached thereto and incorporated therein by reference, and which is attached hereto and incorporated as Exhibit 1.

e. "Public Safety Answering Point" (PSAP) shall mean a public safety agency communications center where 911 emergency calls for a specific geographic area will be answered and handled. Proposed PSAPs are listed in Exhibit 2.

2. TERM OF AGREEMENT

This Agreement is effective on the date of execution for a period coincident with the term of the System Contract which may be terminated only as provided therein. In the event the System Contract is extended as provided in Article 8 therein, this Agreement shall be renegotiated or extended whichever is appropriate and mutually agreeable to the parties hereto. The County shall notify the PSAP in writing of the County's intent to extend the System Contract within seven (7) calendar days of such notification to PNB and the County and the PSAP shall agree to extend or renegotiate this Agreement during the period provided for negotiation of an extension to the System Contract as provided in Article 8 therein. In the event two or more PSAPs combine to form one new PSAP or one or more PSAPs merge with an existing PSAP which events shall hereinafter be referred to as consolidation, or a PSAP changes status; i.e., primary to secondary or vice versa, the terms of this Agreement that apply to the PSAP's new status shall be binding on the newly formed PSAP, or PSAP with changed status, subject to the provisions of Article 22 herein. The PSAP shall notify the County of a planned consolidation or change in status one hundred twenty (120) days prior to the effective date of such consolidation or change in status.

3. SCOPE OF AGREEMENT

a. County Responsibility

- (1) The County shall provide E-911 service as procured from PNB under the System Contract to the PSAP.
- (2) The County will assure installation of telephone equipment with a capacity adequate to handle the number of incoming 911 lines as prescribed by PNB's traffic study as described in the Proposal and the County shall pay the cost of additional telephone equipment required as a result of said study.

b. PSAP Responsibility

In addition to meeting the requirements specified elsewhere in this Agreement, the PSAP and its employees and agents shall act consistently with the terms and conditions of the System Contract and shall accept the following responsibilities:

- (1) Each Primary PSAP shall meet the operational standards outlined in Exhibit 3.
- (2) Each PSAP shall follow the operational procedures and protocol outlined in Exhibit 4.
- (3) Each PSAP shall provide the County, in a County-established format, a current and accurate definition in terms of street names and address ranges of the area it serves. In no case shall this definition be completed later than twelve (12) months from the date of the System Contract.
- (4) Each PSAP shall provide the County throughout the twenty-four (24) month system installation period with verification and certification of the accuracy and completeness of street address data within its serving area, as provided by PNB. Such address data shall be provided to the PSAP in the form of a computer printout of all street segments and address ranges on those segments within the jurisdictional boundaries

840312 07

of the agencies served by that PSAP and the PSAP shall proofread said printout and notify the County of any errors therein. When all errors noted by the PSAP are corrected by the County and PNB, the PSAP shall certify in writing to the E-911 Program Manager the accuracy of the corrected printout. The County shall have no responsibility for the accuracy of address entries certified by the PSAPs as being correct.

- (5) Each PSAP shall be responsible for maintaining an up-to-date E-911 data base definition of its serving area and checking the accuracy of new telephone subscriber information when requested by the County.

4. INSTALLATION AND SITE PREPARATION

- a. The PSAP shall be responsible for all PSAP site preparation as set forth in the System Contract and the cost of such preparation, except that the County shall use E-911 Excise Tax revenues to pay or reimburse the PSAP for costs of PSAP site preparation in excess of the costs of providing the information required under this Article and clearing and cleaning the PSAP equipment site, according to the following procedures:

- (1) The PSAP shall request County subvention of such costs in writing not less than ninety (90) days prior to the scheduled installation of E-911 equipment at the affected site at that PSAP.
- (2) The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all written requests for the subvention of PSAP site preparation costs and provide each PSAP submitting such a request with a written response either approving or disapproving said request or portions thereof within thirty (30) days of the submission of said request. Failure to respond within thirty (30) days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.

- (3) Vouchers or invoices for PSAP site preparation costs approved for County subvention shall be submitted by the PSAP within fifteen (15) days of the end of the month in which the voucher or invoice was received. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph (2) herein, certified by the E-911 Program Manager for payment or reimbursement and said payment or reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distributions defined in Article 8, Paragraphs b. and c.
- b. The County shall provide the PSAP with written information containing complete dimensions, space requirements, electrical requirements, and mounting requirements of all PSAP equipment within five (5) days of the date said information is provided to the County by PNB.
- c. The PSAP shall provide the County with a description of the location and a floor plan showing the space provided and electrical outlets available for the installation of PSAP equipment not less than forty (40) days prior to the scheduled installation of said equipment at each PSAP. If PNB deems the site unacceptable, the County shall provide written notice to the PSAP specifying items which need correction within fifteen (15) days of the date the County receives written notice from PNB that the site is unacceptable and the PSAP shall, as soon as feasible, make all necessary corrections.
- d. The PSAP shall certify to the County in writing prior to the scheduled installation date that the locations, space, and electrical outlets designated for PSAP equipment installation are available and free of any and all encumbrances which PNB has advised would inhibit installation and security of said equipment.
- e. All necessary interfacing between the E-911 equipment and trunks and the existing telephone equipment at the PSAP, including new

840312 07

telephone equipment as identified in the Specifications and described in the Proposal will be provided by PNB under the terms of the System Contract.

- f. The PSAP shall perform its site preparation as stipulated herein in compliance with all applicable building codes, fire codes, National Fire Protection Association regulations, and all other codes, ordinances, and regulations which are applicable.

5. SYSTEM ACCEPTANCE TEST

The System Acceptance Test period, specific acceptance criteria, the Acceptance Testing Document, and the computation of effectiveness levels shall be as set forth in Article 7 of the System Contract. The PSAP's role in System Acceptance Testing before and after Final Acceptance as defined in Article 7.j of the System Contract shall be as set forth below:

- a. The PSAP shall prepare Automatic Location Identification (ALI) and Selective Routing discrepancy reports in a format as agreed to by PNB, the County, and the PSAP Committee for review and transmittal by the County to PNB. Said discrepancy reports will indicate incidents when incorrect or no ALI data is displayed at the PSAP and incidents when 911 calls other than alternate or default routed calls have been incorrectly routed.
- b. The PSAP shall contact PNB and the E-911 Program Manager as defined in Article 11 herein immediately upon the failure of a unit of equipment provided under the System Contract and shall record the time of failure or discovery of failure, the time of arrival of maintenance personnel, and the time of full restoration of equipment in writing and report those times to the County on a monthly basis.
- c. During periods of equipment downtime the PSAP may use operable equipment when such action does not interfere with maintenance of inoperable equipment, as determined by PNB.

- d. The PSAP and PNB shall maintain a record to monitor the compliance of the System on the basis of the requirements of the System Contract. Such record shall be compliant with Section IV.I of the Specifications, except that data base monitoring shall be performed in accordance with Paragraph a above.

6. EVALUATION

The PSAP agrees to cooperate with the County in the evaluation of the System, and to make available all information desired by the County to perform the evaluation. Said evaluation may involve, for example, analyses of emergency call volumes and call receiver occupied time both prior to and after System implementation, as well as analyses of other measures of 911 related activities. Evaluation information requested by the County and provided by the PSAP shall be limited to data available to the PSAP from systems or procedures in place at the time of the request. Said data may be provided to the County in a raw format to be compiled or summarized by the County.

7. CONDITIONS OF USE

The PSAP and the County concur in and agree to the following conditions relating to the use and operation of the E-911 System:

- a. The System shall be provided only to allow the PSAPs to receive and transfer reports of emergencies by the public according to the procedures and protocol outlined in this Article and in Exhibits 3 and 4, and the PSAPs shall defend and hold the County harmless from and against any and all claims, demands, and causes of action, including costs and attorneys fees associated therewith, arising out of the performance of the PSAPs' usual functions and duties as public safety emergency call answering/dispatch agencies which functions and duties are not substantially altered by the installation and operation of the System.
- b. The PSAPs other than the Washington State Patrol shall list only 911 in the telephone directories serving their respective areas as

840312 07

- the telephone number to call to report police, fire, and medical emergencies. The PSAPs shall maintain seven-digit or other existing numbers for reporting emergencies, but shall not list those numbers as emergency numbers in telephone directories.
- c. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the PSAPs. The PSAPs will not use the E-911 System for administrative purposes, for placing outgoing calls, or for receiving non-emergency calls. After System Cutover the PSAPs shall list a separate number for non-emergency calls in the telephone directory for their respective areas.
 - d. The E-911 System is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
 - e. ALI shall not be exclusively relied upon for the dispatch of emergency service.
 - f. ANI/ALI information consisting of the addresses and telephone numbers of telephone subscribers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Such information will be provided on a call-by-call basis only for the purpose of handling emergency calls and any permanent record of such information shall be secured by the PSAPs and disposed of in a manner which will retain that security except as otherwise required by applicable law.
 - g. In the event a PSAP receives a 911 call reporting an incident outside its serving area, that PSAP shall transfer such call or relay the information derived from the caller when a transfer is not feasible to the appropriate PSAP or agency immediately upon determining that the incident is outside its serving area.
 - h. It is understood and agreed that the furnishing or automatic display of number and location identification pertaining to

incoming 911 calls hereunder and the information provided thereby is to be used by the PSAPs solely for the purpose of answering and handling emergency calls in a manner consistent with the nature of the emergency and in accordance with the terms of this Agreement. Any PSAP-provided systems, such as Computer Aided Dispatch (CAD), will be used and configured only to monitor the output of the ALI/DMS as it relates to a specific emergency call. Data acquired by a PSAP via the monitoring of the ALI/DMS output may be used to enhance or facilitate the operations or management information systems of that PSAP but the PSAP shall maintain the confidentiality of individual telephone subscriber records as stipulated in f. above. PSAP-provided systems shall not have access into the ALI/DMS or any other element of the System on PNB premises or any System elements which PNB determines would be adversely affected by such access, which determination shall be made as provided under Article 12 of the System Contract.

- i. It is understood and agreed that the E-911 equipment procured under the System Contract and provided by the County to the PSAP under this Agreement remains the property of PNB or the County and the PSAPs shall allow the removal of said equipment at the termination of this Agreement.

8. EXCISE TAX REVENUE DISTRIBUTION

The County shall levy the E-911 Excise Tax pursuant to Chapter 160, Laws of 1981, Washington State Legislature, and King County Ordinance 5680, and at a rate adequate to pay system contract charges and E-911 administration costs incurred by the County, and to provide for Excise Tax revenue distributions to the PSAPs subject to the following conditions, policies, and procedures:

- a. The County intends to impose and collect the E-911 Excise Tax for a period of six (6) years commencing one (1) year prior to System Cutover as defined in the System Contract. The County shall adopt such legislation as may be necessary to direct the investment of

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any monies in the E-911 Emergency Telephone System Fund (E-911 Fund) which are not required for immediate expenditure in securities legally permitted for investment under the provisions of the first paragraph of R.C.W. 36.29.020. The investment authority provided by this legislation shall not negate or affect the authority of the County to include the retained cash balances in the E-911 Fund as part of the residual treasury cash invested under the second paragraph of R.C.W. 36.29.020 as now or hereafter amended. All proceeds from investments under the first paragraph of R.C.W. 36.29.020 shall be retained by the County in the E-911 Fund to defray future costs of the System as stipulated herein; provided, the County is authorized and directed to charge and collect investment service fees as provided in R.C.W. 36.29.020.

- b. Excise Tax revenues collected during the first twelve (12) months and any interest which may accrue thereon shall be used to defray County administration costs, System Contract charges, PSAP site preparation costs, and the PSAPs' costs of naming the County as an additional insured under the requirements of Article 19 herein, in that order of priority.
- c. Excise Tax revenues collected during the remaining five (5) years and any interest which may accrue thereon shall be used first to defray any remnant costs of installation, PSAP site preparation, and cutover; second, to defray all costs of operation payable to PNB as defined in the System Contract; third, to pay the costs incurred by the County to administer the E-911 Program, to provide for the risks to the County of the E-911 Program as determined by the King County agent responsible for risk management, and to pay the PSAPs' costs of naming the County as an additional insured under the requirements of Article 19 herein; fourth, to defray any costs associated with E-911 resulting from the consolidation of PSAPs; and fifth, to defray operational and/or equipment costs of the Primary PSAPs directly attributable to and resulting from the implementation and/or operation of the System. Any revenues not expended as described above and any interest which may accrue

thereon shall be retained by the County to defray any future costs of a County-wide enhanced 911 emergency telephone system, including any costs of termination thereof.

- d. Any Primary PSAP that deems that it has incurred or will incur costs that are attributable to the System may submit a written request to the County for a defrayal of those costs from Excise Tax revenues. Said written request shall include a complete itemization of those costs including: (1) a complete description of equipment purchased or to be purchased with a comprehensive statement of need for said equipment; a thorough explanation demonstrating that said need is resultant from the System; costs per unit or item of equipment; and total costs for said equipment, and/or (2) a complete description of operations and/or workloads that will expand or increase or have expanded or increased as a result of the implementation or operation of the System; a thorough explanation including statistical analyses demonstrating that said expansions or increases are attributable to E-911; and a statement of costs (arising from said expansions or increases), and their nature and the timing of their occurrence.

All costs submitted in said written requests for County subvention shall be derived through accepted accounting practices.

- e. Initial written requests for Excise Tax revenue distributions to Primary PSAPs as defined in Paragraph d above shall be submitted to the County no later than ninety (90) days prior to the expected date of System Cutover as defined in the System Contract. The initial requests shall be for funding support for that portion of the calendar year remaining after the System Cutover date and the succeeding calendar year unless that portion of the initial year following the System Cutover date is greater than one hundred and eighty (180) days, in which case it may be funded separately. Written requests for Excise Tax revenue funding support for succeeding years shall be made by the 15th day of June preceding the year for which funding is requested.

840312 07

- f. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all requests for Excise Tax revenue funding and assign priorities to those requests on an item by item basis according to the policies and procedures stipulated herein. Allowable costs for Excise Tax revenue funding in priority order may include but are not necessarily limited to:
- (1) Costs necessitated by a consolidation of PSAPs, including costs associated with the relocation and reinstallation of E-911 equipment, modifications to the data base supporting selective routing and transfer, and other costs associated with the System.
 - (2) Equipment costs including costs of facilities, devices or components used for the functions of receiving, distributing, transferring, recording, producing statistical data about, or handling E-911 emergency calls; and/or costs of equipment used to support those functions; e.g., back-up emergency power devices required to support E-911 equipment.
 - (3) Operational costs including personnel costs associated with E-911 call handling functions and attributable to increases in workload resulting from E-911 emergency call volumes; and/or overhead costs attributable to increases in call handling activity resulting from the implementation and/or operation of the System.
 - (4) Other costs attributable to E-911.
- g. The E-911 Program Manager and the PSAP Committee will provide each Primary PSAP submitting a written request with a written response either approving or disapproving said request or portions thereof within six (6) weeks following the due date for submission of said request as specified in paragraph e herein. Failure to respond within six (6) weeks shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied PSAP Excise Tax revenue distribution requests to

the County immediately following the date of said written response by the E-911 Program Manager and PSAP Committee.

- h. Excise Tax revenue distributions granted to Primary PSAPs through the processes defined herein shall be made within thirty (30) days of the receipt of an invoice or invoices by the County, or a voucher or vouchers for equipment received or services rendered. Said invoices or vouchers shall be submitted by the Primary PSAP either monthly or quarterly at the convenience of the PSAP, and within fifteen (15) days of the end of the month or quarter in which the invoice or voucher was received. Said invoices or vouchers shall be reviewed and certified by the E-911 Program Manager for payment.
- i. Total annual excise tax revenue distributions to any Primary PSAP shall not exceed five cents (\$.05) times the number of access lines served by that PSAP times twelve (12) months. The number of access lines served by each PSAP shall be as determined by PNB as of the System Cutover Date, or December 31 of the previous year, whichever is most recent. This Excise Tax revenue distribution to Primary PSAPs of up to five-cents (\$.05) per access line is in addition to Excise Tax revenue distributions to pay PSAP site preparation costs as stipulated in Article 4 herein and PSAP costs of naming the County as an additional insured as stipulated in Article 19 herein.
- j. The County in conjunction with the PSAP Committee as defined in Article 11 reserves the right to discontinue the distribution of Excise Tax revenues to any PSAP or PSAPs at any time if the affected PSAP or PSAPs fail substantially to comply with any of the terms of this Agreement provided the County notifies the affected PSAP in writing of the PSAP's failure to comply with the terms of this Agreement and the nature of that failure and provided the affected PSAP shall have thirty (30) days after such notice to correct said failure and notify the County in writing of said correction or the reasons for said failure and the PSAP's plans for correcting said failure including the time of correc-

B40312 07

tion. The PSAP Committee shall meet within five (5) business days following the thirty-day correction period provided above and review the PSAP's written response and actions taken and make a written recommendation to the County to continue or discontinue the distribution of Excise Tax revenue to the affected PSAP.

k. The Seattle primary PSAP (Seattle Police Department Communications Division) shall receive Excise Tax revenues in an amount not to exceed eight-hundred sixty-five thousand dollars (\$865,000) in addition to other PSAP Excise Tax revenue distributions described herein. Said additional Excise Tax revenues shall be used only for specific enhancements to the Seattle Police Department's communications system. Said enhancements and the estimated costs thereof are as follows:

(1) E-911 compatible Automatic Call Distributor (ACD)	\$320,000
(2) Radio Repeater/Base Station Voter System	\$120,000
(3) Radio Consoles	\$100,000
(4) Communications Computer	\$325,000

The E-911 compatible ACD (Item 1 above) may, at the option of the Seattle Police Department, be provided under the System Contract or procured from another vendor by Seattle in which latter case Excise Tax funding shall be provided to Seattle at System Cutover, or up to six (6) months prior to System Cutover provided the County projects sufficient revenues to pay ongoing County administration costs and non-recurring System Contract charges. Excise Tax funding for the remaining three (3) items (2, 3 and 4 above) shall be provided by the County to the Seattle PSAP following the E-911 Excise Tax revenue distribution procedures outlined in paragraph d. and e. of this article except that the funding of said item will only have priority over Excise Tax

revenue distributions to other PSAPs under the fifth priority listed in paragraph c. of this article.

9. NETWORK CHARGES

The PSAP shall reimburse the County on a monthly basis for charges for messages transferred by that PSAP from the E-911 System over exchange facilities as billed to the County by PNB according to filed tariff rates applicable from the E-911 Control Office to the point of termination of the transfer. These are toll or message unit charges for calls transferred off the E-911 network that are not necessitated by and do not result from the E-911 System. Reimbursement of said charges shall be made within thirty (30) days of the receipt by the PSAP of a bill from the County.

10. ADDITION, DELETION, OR MOVEMENT OF PSAPs

Payment for the addition or movement of a PSAP or PSAP equipment made after the initial installation of E-911 equipment that does not result from a consolidation shall be the responsibility of that PSAP. Such payment shall be in an amount as described in the System Contract Price Schedule for Subsequent Additions or in an amount equal to the actual costs billed to the County by PNB for effecting a relocation of a PSAP or PSAP equipment where such Schedule does not apply and shall also include any costs associated with cancelling or terminating any contracts. Relocation of a PSAP or PSAP equipment shall be arranged by the PSAP with PNB. If addition or movement of a PSAP affects the routing of E-911 calls, changes to the data base and/or MSAG shall be charged to said PSAP on a cost per conversion basis as billed by PNB to the County.

11. SYSTEM MANAGEMENT

- a. The County shall appoint an E-911 Program Manager to coordinate and manage the installation, operation, and maintenance of the System. The County shall notify the PSAP of said appointment by the date of this Agreement and immediately upon any change in said appointment thereafter.

840312 07

- b. A PSAP Committee shall stand throughout the term of this Agreement. The PSAP Committee shall be chaired by the E-911 Program Manager appointed by the County under this Article and shall be composed of one representative appointed by each PSAP. The PSAP Committee shall make recommendations to the County regarding the implementation, operation, and management of the System including the resolution of disputes arising among PSAPs with respect to this Agreement and the distribution of E-911 Excise Tax revenues under Articles 4, 8, and 19 herein.
- c. The County reserves the right to final judgment regarding E-911 System management.

12. ACCESS TO PSAP

The County and PNB and PNB's subcontractors shall at any reasonable time be provided access by the PSAP to premises where the Equipment is located. This access shall be for the purposes of installing, inspecting, testing, and repairing equipment and facilities provided by the County under the terms of this Agreement and for removing E-911 Equipment provided under the System Contract.

13. VENDOR LIAISON

Only designated representatives of PSAPs participating in the System under this Agreement may request System maintenance from PNB. The PSAP shall not request alterations, additions or deletions in or to the service provided hereunder, except upon the prior written consent of the E-911 Program Manager. The PSAP agrees that PNB shall not be responsible for the resolution of disputes regarding the use of the System which may arise among participating or non-participating jurisdictions, municipalities and agencies.

14. MAINTENANCE

- a. The County shall provide preventive and remedial maintenance for the System as procured from PNB under the terms of the System Contract.
- b. The PSAP shall identify the individual(s) to be responsible for reporting equipment or System failures. Said individual(s) shall promptly notify PNB's designated agent of the time of failure and record said time as well as the time of arrival of maintenance personnel and the time of equipment restoration.

15. TRAINING

- a. The County shall provide training as procured from PNB to the PSAP as follows:
 - (1) Operational training shall include instructional materials and classroom and/or on-the-job training covering the use of PSAP equipment for PSAP personnel designated by the PSAP to the County and employed at the time of System Cutover.
 - (2) Operational training shall include instructional materials and classroom and/or on-the-job training for County and PSAP-designated personnel on data base preparation and maintenance prior to and during data base development.
 - (3) Maintenance training will be included in the operational training.
 - (4) The County shall provide as procured from PNB one (1) copy of all appropriate and applicable operational manuals for each PSAP call answering position and two (2) additional copies per PSAP.
 - (5) All training by PNB subsequent to System Cutover shall be negotiated by the PSAP and PNB.
- b. After System Cutover, the PSAP shall train appropriate PSAP personnel on the operation of E-911 equipment, call-answering proto-

840312 07

col, and data base maintenance. Said training is not the responsibility of the County.

16. DOCUMENTATION

- a. PNB and the County shall provide without charge to the PSAP all current and future System documentation required by the PSAP for data base preparation and PSAP operations and maintenance as described in this Agreement.
- b. All System documentation provided to the PSAP under this Agreement may be reproduced by the PSAP, provided that such reproduction is solely for the internal use of the PSAP and further provided that no charge other than a printing or duplicating charge is made to anyone for such reproductions.

17. ATTACHMENTS

- a. The PSAP may, with the prior written consent of the County and PNB, which consent shall not be unreasonably withheld, attach features, or devices of other vendors to the Equipment provided by PNB. PNB's consent will be based upon a determination by PNB that said attachments will not degrade System performance as defined in the System Contract. The County's consent will be based on PNB's consent, and, if PNB needs to conduct an in-depth study to determine whether said attachments degrade the System, the PSAP shall be responsible for any charges made by PNB for said study.
- b. When any attachments are made to the equipment, unless such attachments are consented to by PNB and the County:
 - (1) PNB and the County shall not be held responsible for defects in System Software or Documentation if such defects are caused by or result directly or indirectly from said attachments;
 - (2) PNB and the County shall not be liable for any performance degradation of the Equipment caused by or resulting directly or indirectly from said attachments;

- (3) PNB and the County will not be responsible for the proper or efficient operation of any System Software or Documentation affected directly or indirectly by said attachments.
 - (4) Resultant repair calls and equipment damages will be charged to the PSAP on a time and materials basis if said attachments cause any E-911 equipment to malfunction.
- c. PNB shall not be responsible for maintenance of any attachments unless provided by PNB.
 - d. If at any time after installation, it becomes apparent that an attachment degrades System performance, PNB or the County may require removal of said attachment.

18. LIABILITY

- a. The word "fault" as used throughout this article shall have the meaning ascribed to it in RCW 4.22.015 as of the date of the System Contract.
- b. (1) The PSAP agrees to defend, protect, and save the County, its elected and appointed officials, employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorneys' fees, and the cost of defense thereof, including reasonable attorneys' fees, arising out of the PSAP's sole fault with respect to the subject matter of this Agreement.
- (2) The County agrees to defend, protect, and save the PSAP, its directors, its elected and appointed officials, and its employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorneys' fees, and the cost of defense thereof, including reasonable attorneys' fees, arising out of the County's sole fault with respect to the subject matter of this Agreement.

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- (3) Each party shall be responsible for any liability for damages or injuries to its own employees or its own property as are caused by the concurrent or joint fault of the parties or due to causes arising out of the subject matter of this Agreement which cannot be traced to the sole fault of one party.
- c. To the extent necessary to carry out the foregoing three sentences of section 18.b, the County and the PSAP expressly waive any immunity they may have under the Washington State Industrial Insurance Act, RCW Title 51. The parties also expressly waive any rights to contribution they may otherwise have had under the Product Liability and Tort Reform Act of 1981, RCW 4.22, to the extent that statute's provisions are inconsistent with subsection 18.b.3 above.
- d. In the event the parties agree that one party shall defend the other party pursuant to section 18.b above, the defending party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event either party agrees to defend, protect, and save the other harmless, the defending party shall be empowered to settle or compromise the claims, demand, or cause of action, and the defended party shall not interfere therewith.
- e. In the case of liability for damages or injuries to persons other than employees of any party and in the case of liability for damages or injuries to property not belonging to either party, when the damages or injuries are due to causes arising out of the subject matter of this Agreement which cannot be traced to the sole fault of one party, the County and the PSAP shall be responsible for such damages or injuries in proportion to their respective shares of the fault, or equally if the parties' proportionate shares of fault cannot be determined.
- f. All claims for damages arising hereunder or under the System Contract that are asserted against or affect both parties hereto

due to their concurrent or joint fault or the possibility of their concurrent or joint fault shall be dealt with by the parties hereto jointly. No settlement as to any aspect of any claim under section 18.e may be reached with third parties except with the joint agreement of the County and the PSAP, and any purported unilateral settlement with third parties shall not be binding between the County and the PSAP. In the case of claims defended jointly by the parties under section 18.e, each party shall have the right to select its own legal counsel, and neither shall control the other's selection. In the event liability to a third party is established by a final judgment pursuant to section 18.e., the parties hereto shall contribute to any such judgment on the basis of their proportionate fault without regard to any other provisions of this Agreement outside of this article. Proportionate fault, as used herein, shall be determined by negotiations between the parties, and if an agreement cannot be reached, shall be determined as provided in Article 20 herein. In no event shall either party seek to have the proportionate fault adjudicated during the trial of the claim for damages or injuries asserted by the third party, nor shall any adjudication of proportionate fault made at trial or in any judicial proceeding involving a third party claimant be binding between the PSAP and the County.

- g. The PSAP agrees that it may be joined and has the right to join in any suit or claim wherein the County or PNB or PNB's subcontractors are affected or named as a party or parties, provided, however, that this joinder provision shall apply only when the claim or suit arises out of, is related to, or involves the subject matter of this Agreement or the PSAP's usual functions and duties as a public safety emergency call answering/dispatch agency. The County agrees that it may be joined and has the right to join in any suit or claim wherein the PSAP is affected or named as a party, provided, however, that this joinder provision shall apply only when the claim or suit arises out of, is related to, or involves the subject matter of this Agreement.

840312 07

- h. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all statutory costs and reasonable attorneys' fees.
- i. This liability clause shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person legal entity other than the parties to this Contract.

19. LIABILITY INSURANCE

Prior to execution of this Agreement, the PSAP shall provide to the County evidence of general liability insurance with limits not less than one million dollars (\$1,000,000). Such evidence shall be in the form of a duly signed County certificate of insurance, substantially in the form provided herein as Exhibit 5, except that PSAPs which are self-insured shall provide to the County a written statement signed by the person authorized to sign this Agreement indicating the PSAP is self-insured. The liability insurance policy shall name King County as an additional insured with respect to the liabilities and obligations assumed by the PSAP under Articles 7 and 18 of this Agreement. The PSAP shall procure or maintain, under this paragraph, sufficient and appropriate insurance to cover the liabilities and obligations assumed by the PSAP under Article 18 of this Agreement. The insurance referred to in this paragraph shall be maintained in full force and effect throughout the term of this Agreement, and shall be primary to any other valid and collectible insurance.

The County shall use E-911 Excise Tax revenues to pay or reimburse the PSAP for the cost of naming the County as an additional insured on the PSAP's liability insurance policy and such payment or reimbursement shall be made according to the following procedures:

- a. The PSAP shall request County payment of such costs in writing not less than ninety (90) days prior to the System Cutover date as defined in the System Contract for that portion of the calendar

year remaining after the System Cutover date and the succeeding calendar year unless that portion of the initial year following the System Cutover date is greater than one hundred and eighty (180) days, in which case it may be funded separately. Written requests for Excise Tax revenue funding support for succeeding years shall be made by the 15th day of June preceding the year for which funding is requested.

- b. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all written requests for the payment of such insurance costs and provide each PSAP submitting such a request with a written response either approving or disapproving said request within thirty (30) days of the submission of said request. Failure to respond within thirty (30) days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.
- c. Vouchers or invoices for insurance costs shall be submitted by the PSAP to the County after the written response by the County approving the payment of such costs as stipulated in Paragraph b. herein. Said vouchers and invoices shall be reviewed and, if approved as stipulated in Paragraph b herein, certified by the E-911 Program Manager for payment or reimbursement and said payment or reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distributions defined in Article 8, Paragraphs b. and c.

20. ARBITRATION

- a. Should any disputes arise between the County and a PSAP or PSAPs, those parties agree to act immediately to resolve any such disputes.
- b. The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

840312 07

c. If the parties, via their respective agents, cannot resolve a dispute within seven (7) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply, and the parties shall share equally the cost of said procedure:

- (1) Each party shall appoint two persons known as appointees to act as impartial arbitrators in an attempt to resolve the dispute. The appointees shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be employed by the County E-911 Program Office or the PSAP. The set of six (6) individuals consisting of the parties' respective representatives and the four (4) appointees is called the Dispute Resolution Group.
- (2) The Dispute Resolution Group shall convene no later than twelve (12) calendar days following the original notification of the existence of a dispute and shall meet during the subsequent seven (7) days to resolve the dispute.
- (3) In the event the Dispute Resolution Group fails to resolve the dispute within 7 calendar days after convening, then such dispute arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration in Seattle, Washington, by three arbitrators in accordance with the rules of the American Arbitration Association or as otherwise agreed to by the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

21. INDEPENDENT STATUS OF PARTIES

Both parties hereto, in the performance of this Agreement will act in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another.

22. DELEGATION AND ASSIGNMENT

The PSAP shall not delegate its responsibilities under this Agreement nor shall any use of equipment or facilities provided by PNB or the County hereunder be assigned, sublet or transferred by the PSAP without the prior written consent of the County, which consent shall not be unreasonably withheld.

23. GENERAL PROVISIONS

- a. This Agreement supersedes any prior agreement between the parties relating to the same subject matter and there are no contemporaneous verbal agreements between the parties relating to the same subject matter. This Agreement may not be altered or modified in any way unless the modification is reduced to writing and signed by both parties.
- b. Any termination of this Agreement shall not terminate any duty of either party incurred prior to such termination.
- c. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.
- d. The County and the PSAP agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The County and the PSAP agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
- e. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

STANDARD

- f. PSAP records and documents with respect to the distribution of E-911 Excise Tax revenues shall be available and subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County and/or Federal/State officials so authorized by law, rule, regulation, or contract during the performance of this Agreement and seven (7) years after termination hereof. The PSAP shall maintain printed records of E-911 calls produced by the Call Detail Recorder provided under the System Contract for a minimum of sixty (60) days.
- g. This Agreement shall be governed by, subject to, and construed according to the Constitution and laws of the State of Washington and the Charter and Ordinances of King County and shall be subject to the applicable rules and regulations of the Washington Utilities and Transportation Commission.
- h. All notices provided for in this Agreement shall be in writing addressed to the appropriate party to its representative designated below or in Exhibit 2, at the respective address set forth or to such other address or representative as is specified by notice provided:
- County
Richard A. DeFaccio
E-911 Program Manager
216 First Avenue South
Room 406
Seattle, Washington 98104
- PSAPs
See Exhibit 2
- i. Article headings are included in this Agreement for convenience only and are not to be deemed to be a part of this Agreement.
- j. Time is the essence in this Agreement.

24. EXHIBITS

The following exhibits are attached and incorporated by reference into this Agreement:

- a. Exhibit 1 - System Contract
- b. Exhibit 2 - Public Safety Answering Points
- c. Exhibit 3 - Operation Standards
- d. Exhibit 4 - Operating Procedures and Protocol
- e. Exhibit 5 - Certificate of Insurance

Both parties, through their authorized agents, having read and understood the above Agreement, and intending to be bound by it, the authorized agents of the participant and the County sign below this _____ day of _____, 1984.

KING COUNTY

PARTICIPANT (PSAP)

By: _____
 Title: King County Executive

By: _____
 Title: _____

Approved as to form this ____ day of _____, 1984.
 King County Prosecuting Attorney

Approved as to form this ____ day of _____, 1984.

By: _____
 Title: Deputy Prosecuting Attorney

By: _____
 Attorney for Participant

Attest:

 Lauraine Brekke, Director, King County
 Department of Executive Administration

Date: _____

840312 07

EXHIBIT 2

PUBLIC SAFETY ANSWERING POINTS (PSAPs)

Primary PSAPs

<u>NAME</u>	<u>ADDRESS</u>	<u>CONTACT</u>	<u>BUSINESS PHONE</u>
1. Bellevue PD	Post Office Box 1768 Bellevue, WA 98009	Garney Arcand Deputy Chief	455-6954
2. Bothell PD	18304 - 101 Ave. N.E. Bothell, WA 98011	James McMahon Chief	486-0544
3. Des Moines PD	21640 - 11th Ave. S. Des Moines, WA 98188	Martin Pratt Chief	878-3301
4. Enumclaw PD	1339 Griffen Ave. Enumclaw, WA 98022	P.B. Guenther Chief	825-3591
5. Issaquah PD	P.O. Box K Issaquah, WA 98027	D.A. Garrison Chief	392-7595
6. King County DPS	516 Third Ave. Seattle, WA 98104	Craig Wilkie Lieutenant	344-3871
7. Kirkland PD	123 5th Ave. Kirkland, WA 98033	Bill Stokes Lieutenant	828-1173
8. Mercer Island Public Safety	3505 - 88th Ave. S.E. Mercer Island, WA 98040	Ronald Elsoe Lieutenant	233-3519
9. Port of Seattle PD	Henry M. Jackson International Airport Main Terminal Bldg. Room 238 Seattle, WA 98188	Phyllis Hull Chief Dispatcher	433-5400
10. Redmond PD	15670 N.E. 85th Redmond, WA 98052	Steven Harris Chief	882-6430
11. Seattle PD	610 Third Ave. Seattle, WA 98104	Al Fridell Lieutenant	625-2092
12. University of Washington PD	117 N.E. Boat St. Seattle, WA 98195	Robert White Sergeant	543-9331
13. Valley-Com	23307 - 98th Ave. S. Kent, WA 98031	Phil Parsons Director	854-4320

Secondary PSAPs

1. KCFD 4	1016 N. 175th St. Seattle, WA 98133	Fred Baker Deputy Chief	546-5716
2. KCFD 10	22303 S.E. Newport Wy. Issaquah, WA 98027	Dan Harkey Battalion Chief	392-3433
3. KCFD 11	1243 S.W. 112th Seattle, WA 98146	Duane Malo Chief Russell Pritchard Communications Officer	243-0330
4. KCFD 13	P.O. Box 1150 Vashon, WA 98070	Craig Harmeling Chief	463-2405
5. KCFD 24	2929 S. 200th St. Seattle, WA 98188	James Adsley Chief	824-2726

<u>NAME</u>	<u>ADDRESS</u>	<u>CONTACT</u>	<u>BUSINESS PHONE</u>
6. KCFD 39	31617 - 1st Ave. S. Federal Way, WA 98003	M.L. "Bud" Thorson Chief	839-6234
7. Lake Forest Park PD	17711 Ballinger Way Seattle, WA 98155	Clifford Perkins Chief	364-7711
8. Port of Seattle FD	2400 S. 170th St. Seattle, WA 98158	Ron Harmon Captain	433-5043
9. Seattle FD	408 Thomas St. Seattle, WA 98109	Leonard Halbert Battalion Chief	625-4353
10. Washington State Patrol	2803 - 156th S.E. Bellevue, WA 98008	Alfred Dupont Station Supervisor	455-7700
<u>Rural Secondary PSAPs</u>			
1. FD27	P.O. Box 577 Fall City, WA 98024	Dave Schiesser Assistant Chief	222-5161
2. FD 45	P.O. Box 100 Duvall, WA 98019	Dave Harder Chief	788-1505
3. FD 49	P.O. Box 128 Snoqualmie, WA 98068	Chuck Waggoner Chief	434-6206(h) 888-1521(FD) 888-1421(w)
4. FD 50	P.O. Box 306 Skykomish, WA 98288	Donald Flynn Chief	677-2213
5. Skykomish Marshal	P.O. Box 306 Skykomish, WA 98288	Donald Flynn Marshal	677-2213

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EXHIBIT 3

Operational Standards

a. General Provisions

- (1) Primary and secondary PSAPs as identified in Exhibit 2 shall have different standards.
- (2) There shall be two types of operational standards for primary PSAPs: funded standards and minimum acceptable standards. Minimum acceptable standards are those which an agency must meet in order to be qualified as a primary PSAP. Any costs incurred by an agency to meet these standards are the responsibility of that agency. Funded standards are those which an agency also must meet in order to be qualified as a primary PSAP; however, primary PSAPs are eligible to receive E-911 excise tax revenue as available to offset costs that are reasonably necessary to meet these standards, provided that those costs are directly traceable through a reliable accounting method and are approved according to the procedures specified in Article 8 herein.
- (3) Secondary PSAP standards, with the exception of the call documentation standard, shall be recommended standards only.
- (4) Barring unforeseen circumstances or consolidation of operations, each PSAP shall meet operational standards for the five year period following System Cutover.

b. Minimum Acceptable Standards for Primary PSAPs

- (1) 24 Hour Service Standard -- All primary PSAPs shall answer 911 calls on a 24 hour, 7 day a week basis.
- (2) Call Recording Standard -- Primary PSAPs shall make an audio record of each call. Tapes shall be held for 30 days or as required by law. It is recommended that the date and time of each call be appended to the recording or automatically recorded with the call.
- (3) Emergency Power Standard -- Primary PSAPs shall be equipped with an emergency power source capable of supplying electrical power to at least serve its basic power requirements; e.g., environmental lighting, phone lights and bells.

c. Funded Standards for Primary PSAPs

- (1) Call Answering Standard -- The County shall equip enough answering positions with Automatic Number Identification and Automatic Location Identification and the primary PSAPs shall assign enough operators such that, barring major disasters, during the average busiest hour of the week a minimum of 90% of those 911 calls received by each PSAP during a calendar quarter shall be answered within ten (10) seconds. The average busiest hour of the week shall be that hour of the week over a calendar quarter during which a PSAP usually receives the most emergency calls.

d. Recommended Standard for Secondary PSAPs

- (1) 24 Hour Service Standard -- Secondary PSAPs should provide 24 hour E-911 service by either answering all 911 calls on-site or by answering some calls on site and contracting with another agency to answer the remainder of the calls.
- (2) Call Answering Standard -- Barring major disasters, secondary PSAPs should answer a minimum of 90% of 911 calls within 10 seconds during the average busiest hour.
- (3) Call Recording Standard -- Each secondary PSAP should have equipment to record each call. Each PSAP should also keep past tapes for a minimum of 30 days or as required by state law. It is recommended that the date and time of each call be appended to the recording or automatically recorded with the call.

- (4) Emergency Power Standard -- Each secondary PSAP should be equipped with an emergency power source capable of supplying electrical power to serve at least its basic power requirements.

e. Operational Requirements of all PSAPs

- (1) Call Documentation -- The County will provide each PSAP with a call data printer and the E-911 Program Manager and PSAP Committee shall have access to 911 call data for the purpose of documenting compliance with PSAP operational standards. Each PSAP shall keep hard copy 911 call data for a minimum of six months.
- (2) 911 as Primary Emergency Telephone Number -- The digits "911" shall be the primary emergency telephone number in King County and the only telephone number other than the number listed for the Washington State Patrol that shall be listed in King County telephone directories for reporting police, fire, and medical emergencies. Each PSAP, however, shall maintain a separate seven-digit emergency back-up number and list a separate number for non-emergency telephone calls in the telephone directory serving its area.

EXHIBIT 4

Operating Procedures and Protocol

a. The operating procedures and protocol for primary PSAPs are as follows:

- (1) The basic functions of the primary PSAPs shall be the initial screening of 911 calls from the public and the distribution/transfer of those calls to the appropriate agency.
- (2) Primary PSAP operators shall not interrogate callers except as required to determine the nature of the emergency unless the operators at a primary PSAP are also the dispatchers for one or more of the three basic services (police, fire and EMS). All other calls shall be immediately transferred to the PSAP dispatching the appropriate service. A primary PSAP operator shall only interrogate callers reporting incidents requiring the service/s for which they also dispatch; e.g., when a primary PSAP operator is also a dispatcher for police in the jurisdiction/s encompassed within that PSAP's boundaries, the operator will interrogate a caller reporting an incident requiring police services only and will immediately transfer a caller reporting an incident requiring fire and/or EMS services.
- (3) Primary PSAP operators shall answer all incoming 911 calls with a standard phrase common to all PSAPs in the system. Said phrase shall be a listing of the services provided from that PSAP and its secondary PSAPs; e.g., "Police, fire and emergency medical." The phrase "emergency medical" may be replaced by another phrase commonly used to designate EMS services in the jurisdictions supported by that primary PSAP; e.g., "Medic One," etc. At the discretion of the management of each primary PSAP, a number designator for each specific operator may be appended to the answering phrase described above as a management tool and reference on recordings, etc.; e.g., "Operator 19," "Number 5," etc. An example of a primary PSAP operator answering phrase (OAP) is as follows; "Police, fire and emergency medical, Operator 19."
- (4) Primary PSAP operators shall immediately transfer callers reporting incidents requiring both police and EMS services (combined incidents) to the secondary PSAP supporting EMS services. The primary PSAP operator may also transfer the call to the PSAP supporting police simultaneously or, when the primary PSAP supports police, the primary operator may stay on the line. In these circumstances the EMS PSAP operator will conduct the initial interrogation regarding injuries only and then turn the caller over to the police PSAP operator. When the caller indicates that the incident scene is still unsafe for EMS personnel as a result of the presence of armed and dangerous persons; e.g., an armed assailant is still present at the scene of an assault, the police PSAP operator shall conduct the initial interrogation and then turn the caller over to the EMS PSAP operator. The initial interrogating operator for a combined incident shall remain on the line long enough to assure that the transfer has been completed and that the secondary operator has adequate location information and is aware of conditions at the scene.

In the event that a caller reporting a combined incident is disconnected before being interrogated by both appropriate PSAP operators, the operator that conducted the interrogation shall relay relevant incident information to the other PSAP. Examples of combined incidents are as follows: assaults, controlled substance overdoses, vehicle accidents with injuries and/or fire, suicides, etc.

- (5)- In the event that all trunks between a primary PSAP and a secondary PSAP are busy and the primary PSAP has an additional call(s) to be transferred to the secondary PSAP, the primary PSAP operator shall tell the caller to remain on the line and the operator shall stay on the line with the caller, except:
 - (a) When the primary PSAP operator is aware of a highly visible incident that has already been reported, the primary PSAP operator may ask the caller if they are reporting that incident and if so, state that it has been reported and terminate the call;

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- (b) When there are additional calls ringing at the primary PSAP and no operators are available, the primary PSAP operator may interrogate the caller, record the information, terminate the call and relay the information to the secondary PSAP at the earliest opportunity.
- b. The operating procedures and protocol for secondary PSAPs are as follows:
- (1) The basic functions of secondary PSAPs shall be the receipt of calls reporting incidents requiring the services of agencies supported by the secondary PSAP as transferred by a primary PSAP, the interrogation of callers reporting such incidents, the triaging of such calls, and the allocation of appropriate resources to resolve such incidents.
 - (2) Secondary PSAP operators shall interrogate so as to derive the location of the incident as the first priority. In the event that the location of the incident is in a jurisdiction served by agencies supported by another PSAP, the operator shall immediately transfer the call to the appropriate PSAP when feasible. In the event that such transfer is not feasible due to equipment or network constraints, or the nature of the call, the operator shall complete the interrogation and relay the relevant information to the appropriate PSAP.
 - (3) Secondary PSAP operator answering phrases shall always include a listing of the services supported by that PSAP; e.g., "Fire and emergency medical;" "Police and fire," etc.



King County Executive
Randy Revelle

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CLERK
KING COUNTY COUNCIL

January 27, 1984

The Honorable Gary Grant
Chairman, King County Council
C O U R T H O U S E

5938

RE: Enhanced 911 Participation Agreements

Dear Mr. Chairman:

Enclosed for consideration and approval by the King County Council is a proposed motion approving the enclosed E-911 Participation Agreement and authorizing me to execute this agreement with jurisdictions empowered to act on behalf of the Public Safety Answering Points (PSAPs) participating in King County's Enhanced 911 (E-911) Emergency Communication System.

BACKGROUND

On August 22, 1983, the King County Council enacted Ordinance 6507, which approves and adopts the County's E-911 contract with Pacific Northwest Bell (PNB). Pursuant to Ordinance 6507, I signed the contract on September 2, 1983.

The E-911 contract specifies that King County shall execute an agreement with all PSAPs participating in the County's E-911 System. The purpose of this agreement is twofold. First, it satisfies our contractual obligation to assure PNB that the equipment and information provided under the System contract will be used properly and in a manner consistent with the terms of the contract. Second, it specifies the terms and conditions under which the County and the PSAPs will cooperatively provide E-911 service to the residents of King County.

To begin negotiating an agreement with the twenty-eight PSAPs identified in Exhibit 2 to the E-911 Participation Agreement, the E-911 Program Office transmitted a draft participation agreement to the PSAPs on September 27, 1983. The PSAPs met with E-911 Program Office staff four times, and on December 12, 1983, concluded negotiations by approving the enclosed agreement.

The PSAP approving authorities and the County Council will review the agreement concurrently. Any changes before or after County Council action will be subject to Council approval. The King County Department of Public Safety will comply with all terms of the Participation Agreement by intra-County agreement.

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The Honorable Gary Grant
January 27, 1984
Page Two

5938

THE PARTICIPATION AGREEMENT

The major elements of the proposed E-911 Participation Agreement are summarized below.

- (1) The proposed Agreement complies with the E-911 contract with PNB.

PNB has reviewed the proposed Participation Agreement and finds that when signed by the County and all PSAPs, the proposed Agreement will satisfy the County's contractual obligation to execute participation agreements consistent with the terms of the County's E-911 contract with PNB.

- (2) King County and the PSAPs have clarified their respective roles in providing E-911 service.

The proposed Agreement outlines the roles of King County and the PSAPs in providing E-911 service to the County. Basically, the County agrees to provide the PSAPs a specified level of E-911 service and in some cases, E-911 excise tax revenues. In return, the PSAPs agree to meet operational standards, follow operational procedures and protocol, and provide information for data base preparation and System evaluation. The Agreement also specifies the liability of each party for E-911 related claims.

- (3) The proposed Agreement complies with County policy and form for interlocal agreements.

The Prosecuting Attorney's Office has reviewed the Agreement and finds it complies with County policy and form for interlocal agreements. The agreement is also legally consistent with the terms of Ordinance 5680, which placed the E-911 excise tax on the November, 1981 ballot; and RCW 82.14B, which authorizes the County to levy that tax.

EXECUTIVE RECOMMENDATION

The proposed Participation Agreement achieves its purpose in a manner acceptable to King County. It ensures all participants in the System will operate under consistent terms and conditions, thereby providing a uniformly high level of service to the public.

Consequently, I respectfully request the King County Council approve the enclosed E-911 Participation Agreement by adopting the enclosed motion authorizing me to enter into this Interlocal Agreement with the E-911 PSAPs.

If you need additional information about the E-911 Participation Agreement or my request, please contact Dick DeFaccio, E-911 Program Manager, at 344-3885.

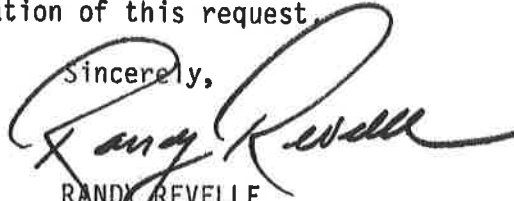
840312 07

The Honorable Gary Grant
January 27, 1984
Page Three

5933

Thank you for your timely consideration of this request.

Sincerely,



RANDY REVELLE
King County Executive

RR:JD:ew

Enclosures

cc: King County Councilmembers

ATTN: Cheryle Broom, Council Program Director
Jerry Peterson, Council Administrator

Tom Fitzsimmons, Program Development Manager

ATTN: Richard DeFaccio, E-911 Program Manager
E-911 PSAP Committee Members

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