

KING COUNTY ENHANCED 911 PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 by and between the _____ on behalf of the _____ (hereinafter "Public Safety Answering Point" (PSAP)), and King County, a Home Rule Charter County Government in the State of Washington, (hereinafter "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, Ch. 82.14B RCW et seq. provides for funding of an emergency services communication system through the imposition of an excise tax on switched access lines and on radio access lines; and

WHEREAS, the operation of the County's Enhanced 911 emergency telephone system (hereinafter the "System"), is governed by 911 Tariffs filed with the Washington Utilities and Transportation Commission by Qwest Corporation (hereinafter "Qwest"), Verizon Northwest Incorporated, and Century Telephone; and

WHEREAS, the County has entered into a Service Agreement which complements the 911 Tariff with Qwest for the operation of the System; and

WHEREAS, said 911 Tariffs and Service Agreement, attached hereto as Exhibit 1, impose terms and conditions concerning the use of the E-911 equipment that must be complied with by all PSAPs; and

WHEREAS, the County coordinates with each of the Wireless Carriers who offer service in King County for the provision of E-911 service to their customers; and

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

WHEREAS, the parties hereto desire to establish the policies, procedures, and responsibilities necessary to operate and provide continuity for the 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 911 Tariffs and The Service Agreement.

- A. 911 Tariffs shall jointly refer to: Qwest Corporation Section 9.2.1, "Universal Emergency Number Service - 911", filed with the Washington Utilities and Transportation Commission as Docket No. UT-071173 (Qwest 911 Tariff); Verizon Northwest Incorporated, Section 12, "E9-1-1 Emergency Telephone Service", filed with the Washington Utilities and

Transportation Commission as Docket No. UT-041765 (Verizon 911 Tariff); and Century Telephone of Washington Incorporated Schedule 37, "9-1-1 Emergency Service", filed with the Washington Utilities and Transportation Commission as Docket No. UT-031151 (Century Telephone 911 Tariff), and to subsequent 911 tariffs replacing these specified tariffs. Each of these tariffs may also be referred to individually by their company name; e.g. "Qwest 911 Tariff".

- B. E-911 Equipment shall mean the site equipment necessary at a PSAP to terminate incoming 911 lines, control 911 calls, and obtain and display the telephone number and location information of the 911 caller at the 911 call taker positions.
- C. PSAP Consolidation shall refer to two or more PSAPs who combine their operations and services to form one new PSAP or one or more PSAPs who merge their operations and services with an existing PSAP.
- D. Public Safety Answering Point (PSAP) shall mean a public safety agency communications center where 911 emergency calls for a specific geographic area are answered and handled. PSAPs are designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs receive 911 calls directly from the public; Secondary PSAPs receive 911 calls only on a transfer or relay basis from the Primary PSAP. Current PSAPs are listed in Exhibit 2.
- E. Public Safety Response Agency shall mean a public police, fire, or emergency medical agency which provides public safety services in response to 911 calls. It may be a public agency that is not a PSAP, but has a contractual relationship with a PSAP to provide public safety services in response to 911 calls.
- F. Radio Access Line shall mean the same as defined in RCW 82.14B.020(5).
- G. Service Agreement shall refer to the Agreement signed between King County and Qwest Corporation for Enhanced 911 Service. The Agreement with Qwest Corporation, formerly US West Communications, Inc., was signed on December 22, 1998, amended on May 24, 2002, May 22, 2003, and May 3, 2006 and will remain in effect until December 31, 2012. This Agreement may also be referred to by the company name, "Qwest 911 Service Agreement".
- H. Switched Access Line shall mean the same as defined in RCW 82.14B.020(3).
- I. System shall mean the Enhanced 911 (E-911) emergency telephone system described in the "Enhanced 911 Service Agreement Between King County and Qwest Corporation" signed on December 22, 1998 and contracted for under King County Contract Number M10135M. System shall include the Next Generation 911 (NG911) Emergency Services Internet Protocol Network (ESInet) and Automatic Location Information (ALI Database as described in Washington State Contract Number E09-196.

- J. Telephone Companies shall refer to Qwest Corporation, Verizon Northwest Incorporated, and Century Telephone jointly or independently, depending on the function to be performed.
- K. Wireless 911 Calls shall refer to 911 calls generated from Radio Access Lines.
- L. Wireless Carriers shall mean the same as defined in RCW 80.04.010.

2. TERM OF AGREEMENT

- A. This Agreement shall commence upon execution by both parties. The Agreement shall continue from year to year as a one-year Agreement, but shall in no event continue for more than five (5) consecutive years.
- B. In the event two or more PSAPs combine their operations and services to form one new PSAP or one or more PSAPs merge their operations and services with an existing PSAP, which events shall hereinafter be referred to as a 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 not less than one hundred twenty (120) calendar days prior to the effective date of such consolidation or change in status.
- C. The parties understand that termination of E-911 service jeopardizes the safety of the public in King County. In the event the PSAP fails to comply with the terms of this Agreement, County intends to enforce the provisions specified in Article 8.G. and any other remedies available to County.

3. SCOPE OF AGREEMENT

A. County Responsibility

- 1. The County shall provide E-911 Service as procured from the Telephone Companies under the 911 Tariffs and the Service Agreement to the PSAP.
- 2. The County shall coordinate with the Wireless Carriers who provide service in King County for the provision of E-911 service to their customers.
- 3. The County shall coordinate with the Voice over Internet Protocol (VoIP) service providers who provide service in King County for the provision of E-911 service to their customers.
- 4. The County will assure the installation of E-911 equipment with a capacity adequate to handle the number of incoming 911 lines as prescribed by Qwest's traffic study as described in the Qwest 911 Tariff and the County shall pay the cost of additional E-911 equipment required as a result of said study. The exception shall be for new PSAPs added to the E-911 System after the initial installation of the System as specified in Article 10 herein.

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 911 Tariffs and shall accept the following responsibilities:

1. Each PSAP shall meet the operational standards outlined in Exhibit 3.
2. Each PSAP shall follow the operational procedures and protocols outlined in Exhibit 4.
3. Each PSAP shall provide the County with verification and certification of the accuracy and completeness of street address data within its serving area as specified in the 911 Tariffs. Such address data shall be provided by the County to the PSAP in the form of a quarterly computer printout of all street segments and address ranges on those segments within the jurisdictional boundaries of the agencies served by that PSAP. The PSAP shall proofread said printout and notify the County of any errors therein. All errors noted by the PSAP shall be corrected by the County and Qwest in the Master Street Address Guide (MSAG). When all errors have been corrected, 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. PSAPs may delegate these tasks to the Public Safety Response Agencies they provide service to, but each PSAP is responsible for ensuring that these requirements are met.
4. Each PSAP shall be responsible for maintaining an up-to-date MSAG definition of its serving area and verify the accuracy of new telephone subscriber information when requested by the County. This information shall be provided to the PSAP in the form of an MSAG Change Form. The PSAP shall verify that the information presented on said form is correct, or shall note any corrections on said form, and return it to the County within ten (10) business days. PSAPs may delegate these tasks to the Public Safety Response Agencies they provide service to, but each PSAP is responsible for ensuring that these requirements are met.
5. In the event that a dispute arises between Public Safety Response Agencies regarding jurisdiction over addresses in the MSAG, and the Public Safety Response Agency is not a PSAP, the PSAP and the Public Safety Response Agency may agree in writing to allow the Public Safety Response Agency to act on behalf of the PSAP to resolve the dispute. Such dispute shall be resolved by the Public Safety Response Agencies outside of and independent of this Agreement. At such time as the County becomes aware of such dispute, no further MSAG changes within the disputed area will be made until the County is notified in writing by both parties that agreement has been reached regarding jurisdiction.
6. The PSAP shall provide the County with adequate notice of any annexations and incorporations to allow sufficient time for the County and Qwest to process the MSAG changes before the effective date of the

annexation or incorporation. PSAPs may delegate this task to the Public Safety Response Agencies they provide service to, but each PSAP is responsible for ensuring that this requirement is met.

4. INSTALLATION AND SITE PREPARATION

- A. The PSAP shall be responsible for all PSAP site preparation, and for meeting and maintaining proper environmental conditions at the site, including but not limited to, temperature requirements (including air conditioning if applicable), cleanliness, commercial power, backup power, grounding, conduits, and power poles, as required by the Telephone Companies in accordance to requirements of the equipment manufacturers. The PSAP may seek reimbursement from the County for that portion of the cost of site preparation which is directly due to the requirements of the E-911 Equipment, according to the following procedures:
1. The PSAP shall request County reimbursement of such cost in writing not less than ninety (90) calendar days prior to the scheduled installation of E-911 equipment at the affected site at that PSAP.
 2. The E-911 Program Manager will evaluate all written requests for the reimbursement of PSAP site preparation costs and provide each PSAP submitting such a request with a written response either approving or denying said request or portions thereof within thirty (30) calendar days of the submission of said request. Failure to respond within thirty (30) calendar 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 reimbursement shall be submitted to the County by the PSAP within fifteen (15) calendar days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph 2. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said 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 E-911 equipment within five (5) calendar days of the date said information is provided to the County by the Telephone Companies.
- C. The PSAP shall provide the County with a detailed floor plan showing the location of each piece of existing equipment and the space provided and electrical outlets available for the installation of PSAP E-911 equipment not less than forty (40) calendar days prior to the scheduled installation of said equipment at each PSAP. Changes to the floor plan made after submission to the County may result in charges to the PSAP in the amount equal to charges levied against the County by the Telephone Companies as a result of said changes. If the Telephone Companies deem the site unacceptable, the County shall provide written notice to the PSAP specifying items which need correction within fifteen (15) calendar days

of the date the County receives written notice from the Telephone Companies that the site is unacceptable and the PSAP shall, as soon as feasible, make all necessary corrections.

- D. When the PSAP provides inside wiring, all station cable, riser cable, distribution and feeder cable will be tested and identified by the PSAP at the main and any intermediate distribution frame(s). All telephone and data jacks will be properly labeled and a corresponding floor plan will be provided to the County by the PSAP.
- E. 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 the Telephone Companies have advised would inhibit installation and security of said equipment.
- 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.
- G. The PSAP shall ensure that its personnel are available to receive delivery of E-911 equipment at site, at a date and time to be determined between the Telephone Companies and the PSAP.
- H. The PSAP agrees to grant reasonable right of entry to the Telephone Companies' representatives to deliver the E-911 equipment and/or perform all installation, maintenance, and other required services of said equipment, and will make available a reasonable amount of appropriate secure space for storage of said equipment or parts as necessary.
- I. All necessary interfacing between the E-911 equipment and trunks and the telephone equipment at the PSAP shall be provided by the County.

5. SYSTEM PERFORMANCE

- A. The PSAP shall prepare Automatic Location Identification (ALI) and Selective Routing discrepancy reports in a format as agreed to by Qwest, the County, and the PSAP Committee for review and transmittal by the County to Qwest. 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 Qwest immediately upon the failure of a unit of E-911 equipment provided by the County 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. The PSAP shall notify the E-911 Program Manager as defined in Article 11 herein of said failure in a timely manner.
- C. During periods of E-911 equipment downtime the PSAP may use operable equipment when such action does not interfere with maintenance of inoperable equipment, as determined by the Telephone Companies.

- D. Upon the discovery of the failure of any non-E-911 equipment provided to the PSAP by the County, including equipment which tracks 911 call statistics or interconnects the PSAPs for the exchange of data, the PSAP shall notify the County of such equipment failure by the next business day following the equipment failure.

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. 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 protocols 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 shall list only 911 in the telephone directories serving their respective areas as the telephone number to call to report police, fire, and medical emergencies. The PSAPs shall maintain ten-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. 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 services. Prior to any dispatch, the PSAP Call Receiver will attempt, where feasible, to verify the location of the incident with the caller.
- F. ANI/ALI information consisting of the names, 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. Should the PSAP not take the necessary steps to protect this confidential information, the Telephone Companies may restrict access to such confidential customer information.

- 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 responding to emergency calls in a manner consistent with the nature of the emergency and in accordance with the terms of this Agreement. Any other use of the database may result in immediate termination of E-911 Service to the violating PSAP. 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.
- I. Pursuant to WAC 480.120.452, the PSAP may make a reverse search of information in the Automatic Location Identification (ALI) database when, in the judgment of the PSAP representative, an immediate response to the location of the caller or to the location of another telephone number reported by the caller is necessary because of an apparent emergency.
 - 1. Absent a judicial order, reverse search must not be used for criminal or legal investigations or other non-emergency purposes.
- J. It is understood and agreed that the E-911 Equipment provided by the County to the PSAP under this Agreement remains the property of 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 Ch. 82.14B RCW and at a rate adequate to pay system operation 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 shall adopt such legislation as may be necessary to direct the investment of 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 balance 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 and any interest which may accrue thereon shall be used first to purchase and maintain E-911 PSAP Equipment, including upgrades necessary for Next Generation 911 (NG911) system requirements; second, to defray all costs of operation payable to the Telephone Companies as defined in the 911 Tariffs and the Service Agreement, including upgrades necessary for Next Generation 911 (NG911) system requirements; 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; fifth, to defray the costs associated with County approved E-911 PSAP GIS CAD System GIS and IT System Specialist positions; and sixth, to defray operational and/or equipment costs of the PSAPs directly attributable to and resulting from the 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.
- C. Any 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. All costs submitted in said written requests for County subvention shall be derived through accepted accounting practices.
- D. The E-911 Program Manager 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 database supporting selective routing and transfer, and other costs associated with the System.
 - 2. Equipment costs including costs of 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. Other costs attributable to E-911.
- E. The E-911 Program Manager will provide each PSAP submitting a written request with a written response either approving or disapproving said request or portions thereof within six (6) weeks following the receipt of the written request. 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.
 - F. Excise Tax revenue distributions granted to PSAPs through the processes defined herein shall be made within thirty (30) calendar 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 reviewed and certified by the E-911 Program Manager for payment.
 - G. The annual wireline revenue generated from switched access lines shall be distributed to the PSAPs based on the number of switched access lines served by each PSAP. The number of switched access lines served by each PSAP shall be determined by Qwest in January of the year the revenue is to be distributed. The total amount of revenue to be distributed shall be determined by the E-911 Program Manager. The percentage of the total amount to be distributed to the Primary and Secondary PSAPs shall be based on the percentage of 911 calls transferred by the Primary PSAPs to the Secondary PSAPs during the previous year, as specified in Exhibit 6. The revenue shall be distributed to the PSAPs on a quarterly basis.

The annual wireless revenue generated from radio access lines shall be distributed to the PSAPs based on the percentage of wireless 911 calls answered by each PSAP during the previous year. The total amount of wireless revenue to be distributed shall be determined by the E-911 Program Manager. The percentage of the total amount to be distributed to the Primary and Secondary Wireless PSAPs shall be based on the percentage of 911 calls transferred by the Primary Wireless PSAPs to the Secondary Wireless PSAPs during the previous year, as specified in Exhibit 6.

The PSAPs shall only expend E-911 revenue that has been distributed to them to fund items which have been determined to be appropriate to fund with E-911 funds as specified in Exhibit 6.

E-911 revenue will only be distributed to a PSAP if the PSAP has met all of the standards established in Exhibit 3 of this Agreement. These standards include the Minimum Acceptable, Funded, and Operational standards listed in the exhibit. If a PSAP does not meet the standards for one quarter, they will still receive their revenue for the quarter, but they will also receive a notice from the E-911 Program Office informing them that the standards have not been met. If the PSAP has not brought their performance up to standard by the end of the quarter in which they received their notice from the program office, their revenue

will be discontinued. If the PSAP then meets their quarterly standard within six months, they will begin receiving revenue for the quarter in which they met the standards as well as receive any revenue which was withheld. If the PSAP has still not met the quarterly standards after the six month period, they will once again receive revenue for the quarter in which they met the standards, but they will not receive any withheld revenue.

The County 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 other 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) calendar 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 correction. Within five (5) business days following the thirty-day correction period provided above, the County shall review the PSAP's written response and actions taken and determine whether to continue or discontinue the distribution of Excise Tax revenue to the affected PSAP. If the PSAP does not provide a written response, the County shall determine whether to continue or discontinue the distribution of Excise Tax revenue to the affected PSAP. The County shall inform the affected PSAP in writing of such determination, and the County shall inform the PSAP Committee as defined in Article 11 of the action taken.

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 the Telephone Companies 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. Reimbursement of said charges shall be made within thirty (30) calendar days of the receipt by the PSAP of a bill from the County. If these monthly charges are minimal, the County may choose to cover these costs for the PSAP.

10. ADDITION, DELETION, OR MOVEMENT OF PSAPS

Payment for the addition or movement of a PSAP or PSAP equipment, including E-911 equipment, made after the initial installation of the E-911 System that does not result from a consolidation shall be the responsibility of that PSAP. Such payment shall be in an amount equal to the actual costs billed to the County by the Telephone Companies for effecting a relocation of a PSAP or PSAP equipment and shall also include any costs associated with canceling or terminating any contracts. Relocation of a PSAP or PSAP equipment shall be arranged by the PSAP with the Telephone Companies. If addition or movement of a PSAP affects the routing of E-911 calls, changes to the database and/or MSAG shall be charged to said PSAP on a cost per conversion basis as billed by the Telephone Companies to the County.

The PSAP may request reimbursement from the County for the costs directly due to moving the E-911 equipment according to the following procedures:

1. The PSAP shall request County reimbursement of such cost in writing not less than ninety (90) calendar days prior to the scheduled move of E-911 equipment.
2. The E-911 Program Manager will evaluate all written requests for the reimbursement of E-911 equipment move costs and provide each PSAP submitting such a request with a written response either approving or denying said request or portions thereof within thirty (30) calendar days of the submission of said request. Failure to respond within thirty (30) calendar 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 E-911 equipment move costs approved for County reimbursement shall be submitted to the County by the PSAP within fifteen (15) calendar days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph 2. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distribution defined in Article 8, Paragraphs B. and C.

11. SYSTEM MANAGEMENT

- A. The County shall designate an E-911 Program Manager to coordinate and manage the operation and maintenance of the System. The County shall notify the PSAPs of said designation by the date of this Agreement and immediately upon any change in said designation thereafter.
- B. A PSAP Committee shall stand throughout the term of this Agreement. The PSAP Committee shall be chaired by the E-911 Program Manager designated by the County under this Article and shall be composed of one representative designated by each PSAP. The PSAP Committee shall make recommendations to the County regarding the operation and management of the System.
- C. The County reserves the right to final judgment regarding E-911 System Management and the administration of E-911 excise tax proceeds.

12. ACCESS TO PSAP

The County and the Telephone Companies and their subcontractors shall at any reasonable time be provided access by the PSAP to premises where the E-911 equipment is located. This access shall be for the purposes of installing, inspecting, testing, and repairing equipment provided by the County under the terms of this Agreement and for removing E-911 equipment provided by the County.

13. VENDOR LIAISON

Only designated representatives of PSAPs participating in the System under this Agreement may request System maintenance from the Telephone Companies. 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 the Telephone Companies 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 preventative and remedial maintenance for the System.
- B. The PSAP shall identify the individual(s) to be responsible for reporting equipment or System failures. Said individual(s) shall promptly notify Qwest'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 Qwest to the PSAP as follows:
 - 1. Operational training shall include instructional materials and classroom and/or on-the-job training covering the use of E-911 equipment for PSAP personnel designated by the PSAP to the County and employed at the time of new E-911 equipment installation.
 - 2. Maintenance training will be included in the operational training.
 - 3. The County shall provide as procured from Qwest one (1) copy of all appropriate and applicable operational manuals for each PSAP.
 - 4. All training by Qwest subsequent to new E-911 equipment installation shall be negotiated by the PSAP and Qwest.
- B. Except as specified in this Article, the PSAP shall train appropriate PSAP personnel on the operation of E-911 equipment, call-answering protocol, and database maintenance. Said training is not the responsibility of the County.

16. DOCUMENTATION

- A. Qwest and the County shall provide without charge to the PSAP all current and future System documentation required by the PSAP for database 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 Qwest, which consent shall not be unreasonably withheld, attach features or devices of other vendors to the E-911 equipment provided by Qwest. Qwest's consent will be based upon a determination by Qwest that said attachments will not degrade

System performance as defined in the 911 Tariffs. The County's consent will be based on Qwest's consent, and if necessary, Qwest will conduct an in-depth study to determine whether said attachments degrade the System.

- B. When any attachments are made to the equipment, unless such attachments are consented to by Qwest and the County:
 - 1. Qwest 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. Qwest and the County shall not be liable for any performance degradation of the E-911 equipment caused by or resulting directly or indirectly from said attachments;
 - 3. Qwest 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 E-911 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. Qwest shall not be responsible for maintenance of any attachments unless provided by Qwest.
- D. If at any time after installation, it becomes apparent that an attachment degrades System performance, Qwest 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 Service Agreement.
- 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.
 - 3. Each party shall be responsible for any liability for damages to 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. 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.
- D. 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.
- E. The PSAP agrees that it may be joined and has the right to join in any suit or claim wherein the County or the Telephone Companies or the Telephone Companies' 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.
- F. 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 two million dollars (\$2,000,000) per occurrence, with an aggregate limit of not less than four million dollars (\$4,000,000). Such evidence shall be in the form of a duly signed County or Insurance Industry Standard Certificate of Insurance form, 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. Any commercial 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.A and 18 of this Agreement. The PSAP shall procure or maintain, under this paragraph, sufficient and appropriate insurance or self-insurance to cover the liabilities and obligations assumed by the PSAP under Article 18 of this Agreement. Any commercial 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) calendar days prior to the procurement of said insurance policy.
- B. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all written requests for the reimbursement of liability insurance costs and provide each PSAP submitting such a request with a written response either approving or denying said request or portions thereof within thirty (30) calendar days of the submission of said request. Failure to respond within thirty (30) calendar 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 liability insurance costs approved for County reimbursement shall be submitted to the County by the PSAP within fifteen (15) calendar days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph B. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distribution defined in Article 8, Paragraphs B. and C.

20. MEDIATION

Nothing in this subsection precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation.

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 provided by the Telephone Companies 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 in all their employment policies and practices to refrain from illegal discrimination against any person on the basis of race, color, creed, religion, nationality, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory handicap, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.
- 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.
- 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 six (6) years after termination or expiration of this Agreement.
- 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 may 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

Marlys R. Davis
E-911 Program Manager
7300 Perimeter Road South, Room 128
Seattle, Washington 98108-3825

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 of the essence in this Agreement.

24. EXHIBITS

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

- A. Exhibit 1 - 911 Tariffs and Service Agreement
- B. Exhibit 2 - Public Safety Answering Points
- C. Exhibit 3 - Operational Standards
- D. Exhibit 4 - Operating Procedures and Protocols
- E. Exhibit 5 - Certificate of Insurance
- F. Exhibit 6 – Study on Enhanced 911 Funding Policies

Changes to Exhibit 1 identified above shall be provided to the PSAP representative designated in Exhibit 2 without amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

KING COUNTY

PARTICIPANT (PSAP)

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Date

Date

Approved as to Form Only:

Approved as to Form Only:

King County Deputy Prosecuting Attorney

Attorney for Participant

Signature

Signature

Marcine Anderson

Name (Typed or Printed)

Name (Typed or Printed)

Date

Date

EXHIBIT 2

PUBLIC SAFETY ANSWERING POINTS (PSAPS)

PRIMARY PSAPS			
Name	PSAP Director	Address	Phone
Bothell PD	Micki Donovan, Communications Director	18410 101st Ave. N.E. Bothell, WA 98011	425-487-5559
Enumclaw PD	Bob Huebler, Commander	1705 Wells Enumclaw, WA 98022	360-825-3505
Issaquah PD	Stan Conrad, Commander	130 E. Sunset Way Issaquah, WA 98027	425-837-3236
King County Sheriff's Office	D.J. Nesel, Captain	3511 N.E. 2nd St. Renton, WA 98056	206-296-7500
NORCOM	Chris Fischer, Executive Director	P.O. Box 50911 Bellevue, WA 98015	425-577-5671
Port of Seattle PD	Kathy Baskin, Communications Manager	SeaTac International Airport P.O. Box 68727 Seattle, WA 98168	206-787-4457
Redmond PD	Kristi Wilson, Commander	8701 160th Ave. N.E. Redmond, WA 98052	425-556-2529
Seattle PD	Greg Schmidt, Captain	810 Virginia St. Seattle, WA 98101	206-684-8632
University of Washington PD	Jerome Solomon, Commander	1117 N.E. Boat St. Seattle, WA 98105	206-616-8347
Valley Communications Center	Steve Reinke, Director	27519 108th Ave. S.E. Kent, WA 98030	253-372-1510
Washington State Patrol	Jo Baumgartner, Station Manager	2803 156th Ave. S.E. Bellevue, WA 98007	425-401-7751

SECONDARY PSAPS			
Name	PSAP Director	Address	Phone
Seattle FD	Jim Fosse, Deputy Chief	105 5th Ave. S. Seattle, WA 98104	206-386-1492

PRIMARY WIRELESS PSAPS			
Name	PSAP Director	Address	Phone
King County Sheriff's Office	D.J. Nesel, Captain	3511 N.E. 2nd St. Renton, WA 98056	206-296-7500
NORCOM	Chris Fischer, Executive Director	P.O. Box 50911 Bellevue, WA 98015	425-577-5671
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Redmond PD	Kristi Wilson, Commander	8701 160th Ave. N.E. Redmond, WA 98052	425-556-2529
Seattle FD	Jim Fosse, Deputy Chief	105 5th Ave. S. Seattle, WA 98104	206-386-1492
University of Washington PD	Jerome Solomon, Commander	1117 N.E. Boat St. Seattle, WA 98105	206-616-8347

EXHIBIT 3

OPERATIONAL STANDARDS

A. General Provisions

1. There shall be two (2) types of operational standards for PSAPs: minimum acceptable standards and funded standards. Minimum acceptable standards are those which an agency must meet in order to be qualified as a primary or secondary 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 or secondary PSAP; however, 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 of the Agreement.
2. Barring unforeseen circumstances or consolidation of operations, each PSAP shall meet operational standards for the period of this contract.

B. Minimum Acceptable Standards for Primary and Secondary PSAPs

1. 24 Hour Service Standard - All primary and secondary PSAPs shall answer 911 calls on a twenty-four (24) hour, seven (7) day a week basis.
2. Call Recording Standard - Primary and secondary PSAPs shall make an audio record of each call. Tapes shall be held as required by state law.
3. Emergency Power Standard - Primary and secondary PSAPs shall be equipped with an emergency power source capable of supplying electrical power to at least serve their basic power requirements; e.g., environmental lighting, phone lights and bells.
4. Training Standards - Each PSAP shall ensure that all personnel within their PSAP who answer 911 calls are trained in the answering and handling of 911 calls and shall ensure that all personnel have successfully completed an adequate training program before answering 911 calls.
5. TDD/TTY Standards – The County shall equip all PSAP answering positions with TDD/TTY capabilities. Each PSAP shall ensure that all personnel within their PSAP who answer 911 calls are trained in the answering and handling of TDD/TTY 911 calls and shall ensure that all personnel have successfully completed an adequate training program before answering 911 calls.
6. Wireline Abandoned Calls – Each PSAP shall respond to all abandoned or “hang-up” Wireline 911 calls by attempting to call back the telephone number provided on the ANI/ALI display. If contact with the caller cannot be made through a call back attempt, each PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to abandoned 911 calls.

7. Wireless Calls – Each PSAP shall make a reasonable effort to respond to all Wireless 911 calls based on the location information that is available. The location information may be provided on the ANI/ALI display or by the caller. If the call is disconnected prior to determining the location of the caller, each PSAP shall attempt to call back the telephone number provided on the ANI/ALI display. If contact with the caller cannot be made through a call back attempt, each PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to Wireless 911 calls.

a. The following specific procedures are to be followed when responding to Phase I and Phase II Wireless 911 calls, as defined by the Federal Communications Commission in CC Docket No. 94-102:

Phase I Wireless 911 Calls:

- If the caller can be heard in the background and no problem is indicated, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.
- If it is a silent open line call, the call-taker should do a TTY query. If no response, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.
- On an abandoned (hang-up) call, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.

Phase II Wireless 911 Calls:

- On an open line call in which the caller can be heard in the background and no problem is indicated, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.
- On a silent open line call, the call-taker should remain on the call, and the PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to Phase II silent open line 911 calls.
- On an abandoned (hang-up) call, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, a police officer should be dispatched to the location to attempt to locate the caller.
- Providing an emergency is not known to be in progress, the responding officer may choose a “non-response” if the location is determined or is known to be inaccurate or in a congested area, such as a mall or a high-rise building.

8. Voice over Internet Protocols (VoIP) and Automatic Collision Notification (ACN) Calls –Each PSAP shall make a reasonable effort to respond to all VoIP and ACN 911 calls based on the location information that is available. The location

information may be provided on the ANI/ALI display, by the caller, or by a private call center. If the call is disconnected prior to determining the location of the caller, each PSAP shall attempt to call back the telephone number provided on the ANI/ALI display, by the caller, or by the private call center. If contact with the caller cannot be made through a call back attempt, each PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to VoIP and ACN 911 calls.

C. Funded Standards for Primary and Secondary PSAPs

Call Answering Standard - The County shall equip enough answering positions with Automatic Number Identification (ANI) and Automatic Location Identification (ALI) and the PSAPs shall assign enough operators such that, barring major disasters or other extraordinary events, during each hour of a calendar quarter a minimum of 90% of those 911 calls received by each PSAP shall be answered within ten (10) seconds. An extra three (3) seconds shall be added to this standard to accommodate the telephone equipment ring cycle. The time of answer shall be considered to be the time when a person answers the call. The electronic answering of a call shall be included in the queue time. The percentage of hours in a quarter in which PSAPs are allowed to not meet the standard and still be eligible to receive their revenue distribution shall be reviewed and set on an annual basis.

D. Operational Requirements of all PSAPs

1. Call Documentation - The County shall provide each PSAP with a call data printer and/or other call data analysis equipment. 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 a 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 that shall be listed in King County telephone directories for reporting police, fire, and medical emergencies. Each PSAP, however, shall maintain a separate ten-digit emergency back-up number and list a separate number for non-emergency telephone calls in the telephone directory serving its area.
3. Night Service Routing - Each PSAP shall establish night service routing (back-up routing) at another PSAP which is capable of handling its 911 calls if for any reason the PSAP is unable to handle its own calls. Each PSAP shall test their night service routing at least once every month to ensure that it is operating properly. Each PSAP shall also establish disaster procedures which follow the guidelines of their emergency management authority which will allow their personnel to function on site for a minimum of three (3) calendar days or relocate to their night service routing location, depending on requirements dictated by the disaster situation.

EXHIBIT 4

OPERATING PROCEDURES AND PROTOCOLS

The operating procedures and protocols for PSAPs are as follows:

A. Extenuating Circumstances.

1. Extenuating circumstances as identified by the PSAP call taker can alter the handling of an emergency call from this procedure, and in such situations the call taker shall follow their local PSAP procedures for those extenuating circumstances.
2. Examples of extenuating circumstances include but are not limited to:
 - Combined call taker/dispatcher coordinating an officer safety situation on the radio.
 - Combined Police, Emergency Medical Services (EMS) situation when pre-arrival instructions are in progress.

B. 911 Call Answering.

1. Primary PSAP call takers shall answer all incoming 911 calls with an initial phrase containing "911", such as "911, what are you reporting?"
2. Secondary PSAP call takers shall answer all incoming 911 calls with an initial phrase that includes a listing of the services supported by that PSAP; e.g., "Fire and emergency medical", etc.

C. 911 Call Screening.

1. One of the basic functions of Primary PSAPs is the initial screening of 911 calls from the public and when appropriate, the distribution/transfer of those calls to the appropriate agency.
2. Primary PSAP call takers shall not interview callers except as required to determine the nature and location (including city or area) of the emergency, unless the call takers at the Primary PSAP are also the dispatchers for one or more of the three (3) basic services (Police, Fire, and EMS). All other calls shall be immediately transferred to the PSAP dispatching the appropriate service. A Primary PSAP call taker shall only interview 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 interview 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. One of 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 interview of callers reporting such incidents, the triaging of such calls, and the allocation of appropriate resources to resolve such incidents.

4. Secondary PSAP call takers shall interview 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 call taker shall immediately transfer the call to the appropriate PSAP.

D. Transferring Emergency Calls.

1. All PSAP call takers transferring a 911 call to another PSAP shall advise the caller to not hang up, and that they are connecting the caller with the appropriate agency or (name of PSAP agency)."
2. If the call drops, the transferring PSAP shall call the receiving PSAP to relay the caller's information to enable the receiving PSAP to call the caller back. If the transferring call taker has had the opportunity to verify the ALI, they shall report that ALI has been verified to the receiving PSAP.
3. The call taker shall remain on the line long enough to assure that the transfer has been successfully completed and to verify that the receiving PSAP has the location and all other pertinent information.
4. The transferring PSAP shall announce the name of their PSAP and inform the answering PSAP call taker that they are transferring a call; e.g., "This is the King County Sheriff's Office with a transfer".
5. If a PSAP receives an emergency call that belongs to another PSAP and all trunks to that PSAP are busy, the transferring PSAP call taker shall tell the caller to remain on the line and the call taker shall reasonably stay on the line with the caller until the transfer can be completed. If there are multiple calls for the same incident and all trunks to the receiving PSAP are busy, it is acceptable for the transferring PSAP to screen the calls for new information, then disconnect the calls and relay the information to the receiving PSAP.
7. The call taker shall verify that they have transferred the call to the correct PSAP. If they have transferred to a PSAP that does not dispatch to the caller's location, the original PSAP shall retain the call until they have transferred it to the correct PSAP. In cases where the call needs to be transferred to a county with multiple PSAPs and the call taker is unsure of which PSAP to transfer to, the call shall be transferred to the default PSAP for that county.
8. PSAP call takers shall transfer all emergency calls using the 3-Digit Star (*) Transfer Codes. It is recommended that these Codes be programmed into the 911 equipment at each PSAP.

E. Combined Police, Fire/EMS Incidents.

1. Examples of Combined Police, Fire/EMS incidents are as follows: assaults, controlled substance overdoses, vehicle accidents with injuries and/or fire, suicides, etc.
2. In a Combined Police, Fire/EMS incident where there are no extenuating

circumstances that make the scene unsecured or unsafe for EMS personnel, the dispatch of EMS services is the priority.

3. If the answering PSAP does not dispatch EMS for the caller's location, they shall immediately transfer the caller to the correct PSAP supporting EMS services. The transferring PSAP call taker shall remain on the line to get additional information as needed.
4. In these circumstances, the EMS PSAP call taker shall conduct the initial interview regarding location and injuries only and then turn the caller over to the Police PSAP call taker.
5. When the incident scene is still unsecured or unsafe for EMS personnel, the Police PSAP call taker shall conduct the initial interview and then turn the caller over to the EMS PSAP call taker.
6. The initial interviewing call taker for a Combined incident shall remain on the line long enough to assure that the transfer has been completed and the answering PSAP call taker has adequate location information and is aware of conditions at the scene.
7. In the event that a caller reporting a Combined incident is disconnected before being questioned by both appropriate PSAP call takers, the call taker that conducted the interview shall relay relevant incident information to the other PSAP.

F. Non-Emergency Calls Received on Emergency Lines.

1. If a non-emergency call is received on an emergency line, the PSAP call taker shall advise the caller that they have called on an emergency line and shall free up the 911 trunk as soon as possible.
2. It is not recommended that the call be transferred to the business number, since that may tie up the 911 trunks.

