

INTERLOCAL AGREEMENT BETWEEN
PUBLIC SAFETY ANSWERING POINT
AND KING COUNTY

INTERLOCAL AGREEMENT BETWEEN PUBLIC SAFETY ANSWERING POINT (PSAP) AND KING COUNTY

This Agreement (“Agreement”) is entered into between King County (“County”), and Port of Seattle Police Department, a Public Safety Answering Point (“PSAP”). The County and the PSAP are each a “Party” and collectively the “Parties” to this Agreement. In consideration of the payments, covenants, and agreements set forth herein to be made and performed by the County and the PSAP, the Parties agree as follows.

RECITALS

A. The state of Washington emergency services communication system is a multicounty or county-wide communications network including an enhanced 9-1-1 (911) system, which provides rapid public access for coordinated dispatching of services, personnel, equipment, and facilities for police, fire, medical, or other emergency services. WAC 118-66-030 (22). The state of Washington 911 Network is a system of circuits, networks and/or equipment managed and maintained by the Washington state E-911 office to provide 911 communications from a 911 demarcation point to the PSAP demarcation point. WAC 118-66-030 (3). The PSAP demarcation point is where the 911 network accesses the PSAP’s equipment to receive and process 911 communications. WAC 118-66-030 (62), (18).

B. In accordance with RCW 38.52.510 (Statewide enhanced 911 service – Funding by counties), the County implements the countywide enhanced 911 (E-911) emergency communications system so E-911 is available throughout the state. King County must provide funding for the E-911 system in an amount equal to the amount the maximum tax under RCW 82.14B.030(1) would generate in the County less any applicable administrative fee charged by the Department of Revenue or the amount necessary to provide full funding of the E-911 system in the County.

C. King County E-911 Program Office uses the 911 excise tax revenue funds to pay for system network, components and equipment related to receipt of 911 calls from the State Emergency Services IP Network (ESInet) and delivery to the public safety answering points (PSAPs). In addition, funds are used to support other PSAP 911 costs for the delivery, receipt and processing of 911 calls at the PSAP.

D. The PSAP, together with other PSAPs, are the public’s direct link to the dispatchers of emergency services, and who thereby directly link police, fire and medical first responders to members of the public requesting aid, protection or rescue.

E. The County provides certain communication services to facilitate the E-911 System and in support of the PSAP and in providing such services, installs, operates and maintains systems at the PSAP, the costs of which the County is responsible.

F. The Parties desire that a portion of the funding described in paragraph B above continues to be provided to the PSAP for its provision of dispatch services consistent with state law.

G. The purpose of this Agreement is to describe the services to be provided by the County and the PSAP, and the rights and responsibilities of the Parties to each other.

DEFINITIONS

- 1.1 **Attachment** means any software or hardware added to the Call Processing System that is not provided by the original manufacturer or vendor.
- 1.2 **Call** means traditional telephony voice, text or any emerging next generation 911 technology.

- 1.3 **E-911 Program Office** means the section of the Regional Services Division within the King County Department of Information Technology that administers E-911 service in King County.
- 1.4 **E-911 System** means a public communications system consisting of a network, database, and on-premises equipment that is accessed by dialing or accessing 911 and that enables reporting police, fire, medical, or other emergency situations to a public safety answering point.
- 1.5 **National Emergency Number Association or NENA** is a standard-setting body for 911 related technology and operations.
- 1.6 **Next Generation 911 or NG911** means the transition of the E-911 System from analog to digital technology.
- 1.7 **Public Safety Answering Point or PSAP** as used in this Agreement refers to the Party to this Agreement that is the call answering location for 911 calls in a given area. The term is intended to incorporate any different term adopted by NENA and the Parties to describe the PSAP. In the context of this Agreement PSAP is also intended to include the Association of Public-Safety Communication Officials (APCO) term for an emergency communications center or ECC.
- 1.8 **Regional Advisory Governing Board or RAGB** is the governing board of the King County regional E-911 System established by Ordinance 18695 to inform and advise the King County E-911 Program Office, the King County Executive, and the King County Council on the King County regional E-911 System.
- 1.9 **State** means Washington State unless otherwise indicated.
- 1.10 **Virtualize** means the process of creating a software-based virtual version of something, including virtual computer hardware platforms, storage devices, and computer network resources.

2. CONFLICTS

- 2.1 Strategic Plan. In the event of a conflict between this Agreement and the King County E-911 Strategic Plan as amended (“Strategic Plan”), the Strategic Plan will control.
- 2.2 Laws and Regulations. In the event of a conflict between this Agreement and laws or regulations including but not limited to the Revised Code of Washington (RCW) or the Washington Administrative Code (WAC), the law(s) or regulation(s) shall take precedence. All provisions of this Agreement shall be interpreted and enforced in a manner that fully complies with applicable law and regulations as they now exist or are hereafter amended.

3. TERM AND TERMINATION.

- 3.1 Term. This Agreement shall commence upon execution by the County and the PSAP. The Agreement shall include an initial term beginning on the effective date and running through December 31, 2023. The Agreement may be extended upon mutual agreement of the Parties for consecutive renewal terms of five years each, or as agreed to by the Parties as provided herein.

3.2 Termination.

3.2.1 Convenience. This Agreement may be terminated by either Party without cause upon providing the other with twelve (12) months' notice of the termination. If the Agreement is terminated pursuant to this section, the PSAP will be eligible for reimbursement of Eligible Expenditures up to the date of termination.

3.2.2 Default. If either Party fails to materially perform its obligations under this Agreement, the other Party may terminate the Agreement for default as follows:

3.2.2.1 A "notice to cure" shall be served on the defaulting Party by personal delivery or certified registered mail, return receipt requested. The defaulting Party shall have no more than one-hundred eighty (180) business days from the date of receipt to cure the default or to provide a detailed written plan for review and acceptance by the other Party. The detailed written plan shall be served by personal delivery or certified registered mail, return receipt requested.

3.2.2.2 If the defaulting Party has not cured the default or provided a detailed written plan to cure, or if the written plan to cure is not acceptable to the other Party, either Party may pursue dispute resolution under Section 8. Provided, however, that during a period of dispute resolution, the Parties will continue to fulfill their obligations under this Agreement.

3.2.2.3 If the default is not resolved at the conclusion of the dispute resolution process under Section 8, either Party may terminate the Agreement with thirty (30) business days' notice.

4. **ROLES, RESPONSIBILITIES, SERVICES AND STAFFING.**

4.1 County. In addition to the County's services required by state law and regulation, the County's roles, responsibilities and services under this Agreement are as follows:

4.1.1 Unless and until the State provides network and service from telecommunication providers to the PSAP demarcation point, the County shall fund and provide this network and the following services:

4.1.1.1 Call and data delivery systems and equipment to connect the State 911 network to PSAP; Call handling equipment; E-911 telephone maps; aggregated location and GIS data; network and system security.

4.1.1.2 Operations and maintenance for network security, telephony equipment and databases; asset tracking; software licensing, updates, upgrades, fixes; vendor and PSAP coordination.

4.1.1.3 Project and vendor management project planning, budget and management; vendor delivery oversight and compliance.

4.1.1.4 System access and social marketing strategies; education campaigns, events, training and materials; language interpretation services.

4.1.1.5 Administration and finance program, vendor, and asset management; policies; staffing; data analysis; communications; budget; finance; strategic planning.

- 4.1.1.6 A standalone Uninterrupted Power Supply (UPS) system for protection of the E-911 System in the event the PSAP is unable to provide a building UPS system.
- 4.1.2 The County shall adopt policies and procedures following national, state and local standards and best practices to provide sufficient control and auditing mechanisms for the ongoing security of mission critical systems and operations necessary to protect PSAP-owned equipment and systems at or used by the County.
- 4.1.3 The County shall not allow County personnel to access the PSAP systems without permission from the PSAP.
- 4.1.4 The County shall not interact with the PSAP's contractor(s) to request service which would create a financial obligation for the PSAP.
- 4.1.5 The County will provide the PSAP with prior notice of any service impacting maintenance as required by law or contract, or if no law or contract applies, then the notice shall be reasonable under the circumstances. In the event of emergent or unplanned outages, the County will provide notice to the PSAP as soon as reasonably possible.
- 4.1.6 The County will follow the Strategic Plan providing review and modification of the Strategic Plan as needed.
- 4.1.7 In the event the County becomes aware of a cyber-security breach of the call answering system/s, the County will notify the PSAP as soon as required by law or contract, or if no law or contract applies, then as soon as reasonably possible.
- 4.2 PSAP. In addition to the PSAP's services required by state law and regulation, the PSAP's role, responsibilities and services under this Agreement ("PSAP Services") are as follows:
 - 4.2.1 Process calls for service received at the PSAP on County E-911 equipment.
 - 4.2.2 Adhere to the call answer standards as defined by NENA 56-005. The E-911 Program Office will provide a common and consistent report for measuring the PSAP call answer standard on a monthly basis.
 - 4.2.3 Provide such services to County-owned and operated projects, equipment and systems at the PSAP as may be requested by County and agreed to by the PSAP.
 - 4.2.4 Upon reasonable notice by the County, provide access to its facilities for County personnel or approved contractor support staff for the purpose of E-911 System support, maintenance, updates installation or removal of E-911 hardware and software. The PSAP shall not be responsible for costs incurred by the County should access be denied due to lack of notice.
 - 4.2.5 Adopt policies and procedures following national, state and local standards and best practices to provide sufficient control and auditing mechanisms for the ongoing security of mission critical systems and operations necessary to protect County-owned equipment and systems at or used by the PSAP.
 - 4.2.6 Provide secure facilities and space for E-911 equipment supporting the receipt and delivery of 911 calls and data.

- 4.2.7 Provide the County with verification and certification of the accuracy and completeness of street address data within its service areas.
 - 4.2.7.1 PSAP shall be responsible for maintaining an up-to-date definition of its service area and for verifying the accuracy of street address data and/or responding agency information when requested by the County.
 - 4.2.7.2 PSAP shall provide the County any and all identified Automatic Location Identification (ALI) discrepancy reports within 24 hours of creation of the report.
 - 4.2.7.3 Once the PSAP becomes aware of any annexations or incorporations within its service area, it shall, within ten (10) calendar days, provide the County with notice to allow sufficient time for the County and the vendor to process the changes prior to the effective date of the annexation or incorporation.
- 4.2.8 Be responsible for billable charges the County incurs due to PSAP initiated events for:
 - 4.2.8.1 Unique system configuration requirement changes.
 - 4.2.8.2 E-911 System and/or equipment moves due to facility remodel/renovation/cleaning.
 - 4.2.8.3 E-911 System power up/down due to PSAP facility or infrastructure test or changes.
 - 4.2.8.4 E-911 System relocation.
- 4.2.9 The PSAP shall not:
 - 4.2.9.1 Allow PSAP personnel access to the E-911 System without permission from the County, which permission may be granted on an ongoing basis.
 - 4.2.9.2 Create a financial obligation with the County's contractor(s) without the County's agreement and/or authorization.
 - 4.2.9.3 Interact with the County's contractor(s) to request service in which a County financial obligation is created.
 - 4.2.9.4 Add any Attachments to the E-911 System provided by the County.
- 4.2.10 In the event the PSAP becomes aware of a cyber-security breach of any system that could affect the call answering system/s, the PSAP will notify the County as required by law or contract, or if no law or contract applies, then as soon as reasonably possible.
- 4.2.11 The PSAP will provide the County with prior notice of any service impacting maintenance as required by law or contract, or if no law or contract applies, then the notice shall be reasonable under the circumstances. In the event of emergent or unplanned outages, the PSAP will provide notice as soon as reasonably possible.

5. FUNDING POLICY

- 5.1 Funding Policy. The Funding Policy attached to this Agreement as Exhibit A is incorporated into this Agreement and is directed by the Strategic Plan - 10 Year Sustainable Financial Plan

section f. The Funding Policy establishes procedures and guidance for the King County E-911 Program Office and the PSAP for the following:

- 5.1.1 The Program Office disbursement of excise tax revenue through an established escrow account to reimburse the PSAP for basic service operating expenses, equipment and staff support expenses identified in RCW 38.52.545, WAC 118-66-050, and WAC 118-66-060; and
- 5.1.2 PSAP use of excise tax revenue to support the costs of equipment, operational, technical, and staffing needs related to answering and handling of 911 calls.
- 5.2 Funding Policy Review and Amendment. In conjunction with RAGB, the Funding Policy will be reviewed and/or modified annually following the King County biennial budget calendar timeline. Amendments to the Funding Policy shall be incorporated into this Agreement by amendment of Exhibit A as provided in Section 10.

6. LEGAL RELATIONS; INDEMNITY AND INSURANCE.

6.1 Independent Status and No Third-Party Beneficiaries.

- 6.1.1 In the performance of this Agreement, the County and the PSAP act in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The PSAP is responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the PSAP and its employees. The County is responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the County and its employees.
- 6.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

6.2 Indemnification and Hold Harmless.

- 6.2.1 To the maximum extent permitted by law and except to the extent caused by the negligence of the County or the County's employees, agents, or contractors, the PSAP shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to negligent acts or omissions of the PSAP, its employees, agents, or contractors. In addition, the PSAP shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to this Agreement; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. It is further specifically and expressly understood that the indemnification provided herein constitutes the PSAP's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement. In the event the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the PSAP. In the event of litigation between the County and the PSAP to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing Party.

6.2.2 To the maximum extent permitted by law and except to the extent caused by the negligence of the PSAP or the PSAP's employees, agents or contractors, the County shall indemnify and hold harmless the PSAP, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to negligent acts or omissions of the County, its employees, agents or contractors. In addition, the County shall assume the defense of the PSAP and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to this Agreement; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the PSAP on account of such litigation or claims. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement. In the event the PSAP incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the County. In the event of litigation between the PSAP and the County to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing party.

6.3 Insurance Requirements.

6.3.1 Each Party shall obtain and maintain the minimum insurance set forth below, either through contracts of insurance or a fully funded self-insurance program for all of its liability exposures for this Agreement, including but not limited to injuries to persons and damage to property. Each Party agrees to provide the other Party with: (i) at least thirty (30) days prior written notice of any material change in its insurance program; and (ii) a certificate of insurance and additional insured endorsements, or, if self-insured, a letter of self-insurance as adequate proof of coverage on or prior to the commencement of Term and at any time during the Term of this Agreement upon receipt of other Party's written request.

6.3.2 Minimum Scope and Limits of Insurance

Each Party shall maintain the following insurance coverage and limits no less than:

6.3.2.1 General Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$10,000,000 aggregate limit. CG 00 01 current edition, or its substantive equivalent, including coverage for, but not limited to, Premises/Ongoing Operations, Contractual Liability, Products and Completed Operations. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

6.3.2.2 Professional Liability, Errors and Omissions Coverage: In the event that services pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be Provided with minimum limits of \$10,000,000 per claim and in the aggregate.

6.3.2.3 Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar

coverage required for this Work by applicable federal or “Other States” State Law.

6.3.2.4 Employers Liability or “Stop Gap”: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

6.3.2.5 Cyber Liability or Technology Errors and Omissions: Coverage with a minimum limit of \$5,000,000 per occurrence or claim and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, cyber extortion, unauthorized access, denial of service attacks, introduction of virus and malicious code, dissemination or destruction of electronic data, business interruptions, privacy law violations. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. If the PSAP is a member of the Washington Cities Insurance Authority risk pool, the following language shall apply: Notwithstanding the Cyber Liability insurance requirements described above, Cyber Liability sub-limits and deductibles required by the Washington Cities Insurance Authority risk pool shall be acceptable in meeting such limits required for this coverage.

6.3.2.6 Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain the following provisions:

- a. Liability Policies (except Workers’ Compensation and Professional Liability):
 - i. The County, its officers, officials, employees and agents are to be covered as additional insureds, for full policy limits, as respects liability arising out of activities performed by or on behalf of the PSAP in connection with this Agreement. (CG 20 10 current edition or its substantive equivalent).
 - ii. To the extent of the PSAP’s negligence, PSAP’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit PSAP in any way.
 - iii. PSAP’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.

6.3.3 Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions of a Party shall not limit or apply to a Party’s liability to the other Party.

6.3.4 Workers’ Compensation and Work Site Safety. Each Party shall provide insurance as required by the Industrial Insurance Act of the State of Washington. Each Party shall bear the sole responsibility for its job site conditions and job site safety, and for a Party’s

work at the other Party's job site and locations. Each Party shall comply with all applicable federal, state and local safety regulations governing a job site, employees and Subcontractors. Each Party shall be responsible for its Subcontractor's compliance with these provisions.

7. RECORDS AND AUDITS.

7.1 Retention of Records, Audit Access and Proof of Compliance with Agreement.

7.1.1 Retention of Records. Each Party shall maintain books, records and documents of its performance under this Agreement in accordance with generally accepted accounting principles and applicable law including RCW 40.14.060 and the relevant records retention schedules adopted thereunder (Washington State Local Government Common Records Retention Schedule (CORE) and the Emergency Communications (911) Records Retention Schedule).

7.1.2 Audit Access. The PSAP shall provide access to its facilities, including those of any Subcontractors the state and/or federal agencies or officials at all reasonable times to monitor and evaluate the use of E-911 excise taxes provided under this Agreement. If the County is required to pay the state for any reimbursements that an audit finds the PSAP did not spend in compliance with the Funding Policy attached as Exhibit A and any amendments to the policy, the PSAP shall be responsible for reimbursing the County for the full amount the County was required to pay the state.

7.1.3 County Audit. Following a state audit of the King County E-911, RAGB members will be invited to review the auditor's Summary of Findings with the County.

7.2 Public Records Requests.

7.2.1 This Agreement is a public document and will be available for inspection and copying in accordance with the Public Records Act, chapter 42.56 RCW ("PRA").

7.2.2 Each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the PRA. Nothing in this Agreement waives any rights or privileges of a Party under the PRA, including the withholding of records when authorized by the PRA or other law.

7.3 Data Management. The County is solely responsible for the security, integrity and completeness of all call data or other data it receives from the state of Washington 911 Network or other sources, and for transferring same to the Call Answering Equipment. The PSAP is not responsible for the security, integrity or accuracy of any data prior to it reaching the PSAP Call Answering Equipment. The County shall not be responsible for call data and other data not directly processed, transmitted, or provided by the County.

7.4 Data Ownership. PSAP acknowledges it has no property interest in and may assert no lien on or right to withhold from the County, any data it receives from, receives addressed to, or stores on behalf of the County. All records, data and files stored by the PSAP as archives of the County's data, including the media on which they are stored, are the exclusive property of the County, and PSAP may assert no lien on or right to any of the same. The PSAP will conspicuously mark all such archival storage media as King County's property whenever possible. Once the call record data is delivered from the County's Call Processing Equipment to the PSAP systems, the ownership and responsibility for said data transfers to the PSAP.

7.5 Nondisclosure of Data. Data provided by the County either before or after this Agreement is fully executed shall only be used for its intended purpose.

8. DISPUTES.

8.1 Dispute Resolution. If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to resolve the dispute through direct negotiations between them. If the Parties are unable to resolve the dispute within sixty (60) days of its occurrence, either Party may refer the dispute to the executive director of the PSAP (or equivalent officer if the PSAP does not have an executive director) and the director of the E-911 Program Office with notice to the other Party. If the dispute is not resolved by the executive director and the E-911 Program Office director within sixty (60) days of referral, either Party may refer any dispute within the purview of the Strategic Plan to the decision making and dispute resolution process under the Strategic Plan. If the dispute resolution process under the Strategic Plan does not resolve the dispute to the Parties' satisfaction, and for each dispute outside the purview of the Strategic Plan, either Party may refer the dispute to non-binding mediation. Referral of the dispute to the executive officer and E-911 Program Office director, to the decision making and dispute resolution process under the Strategic Plan (as applicable), and to mediation shall be conditions precedent to a Party's pursuit of other available legal remedies.

8.2 Continued Performance. At all times during periods of dispute resolution under this Agreement, the PSAP and the County will proceed diligently with the performance of this Agreement unless otherwise provided by law or court order.

8.3 Applicable Law and Forum. This Agreement shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the County and the PSAP arising out of this Agreement may only be filed and prosecuted in King County Superior Court.

9. **NOTICE.** Unless otherwise specified in this Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. Either Party may give written notice of another or different person or office to receive notice under this Agreement.

KING COUNTY	PSAP
Department of Information Technology E-911 Program Office Ben Breier	Port of Seattle Police Department 911 Communications Manager Stacy Wassall
20811 84 th Ave South, Suite 105	PO Box 68727
Kent, WA. 98032	Seattle, WA 98168
206.477.4911	206-787-6623
bbreier@kingcounty.gov AND kcE911managers@kingcounty.gov	Wassall.S@portseattle.org

10. **AMENDMENT.** All changes to this Agreement shall be made in writing through an Amendment, signed by the King County Executive and the executive director of the PSAP (or equivalent officer if the PSAP does not have an executive director), or their designees. No oral statement or other conduct by either Party shall change or modify the Agreement. If laws, regulations, policies or administrative practices established after

the effective date of this Agreement apply to the Agreement, then the Parties agree to implement those laws, regulations, policies or administrative practices through an amendment as provided in this Section.

11. FORCE MAJEURE. The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shut-downs for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Agreement. If any Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent practicable to restore operations. The Parties acknowledge the E-911 System is a significant priority during periods of force majeure and shall attempt to restore operations as soon as practicable.

12. GENERAL.

- 12.1 Successors and Assigns. This Agreement is binding on the successors and assignees of the Parties, including but not limited to such successors and assignees as are necessary for the PSAP, at its election, to participate in consolidation, regionalization and/or sharing services, or the adding of fire, police or medical agencies to be served on the PSAP. For purposes of this Section 12.1, consolidation, regionalization or resource sharing includes two or more PSAPs combining some or all operations and services to form a new PSAP or one or more PSAPs merging or sharing some or all operations and services with an existing PSAP including another PSAP that has entered into an agreement with the County similar to this Agreement. If the PSAP elects to consolidate, regionalize, Virtualize or share resources or services in partnership with another PSAP under agreement with the County, the PSAPs’ agreements will be modified to the degree necessary to achieve their overall purpose and terms. The PSAP shall notify the County in writing of a planned consolidation, regionalization, resource change or other change in status not less than one hundred twenty (120) days prior to the effective date of such consolidation or change in status.
- 12.2 Compliance with Laws. During the term of this Agreement, the Parties agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any services involve the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.
- 12.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified by the Parties to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.
- 12.4 Non-Waiver of Breach. No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to the other Party under the Agreement; nor shall any such action or failure to act by a Party constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the Party in writing.

12.5 Complete Agreement. The Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

13. ACKNOWLEDGEMENT, EXECUTION AND AUTHORITY.

13.1 Each Party acknowledges that it consulted with its respective attorneys who had the opportunity to review this Agreement. Therefore, the Parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

13.2 Each Party's representative executing this Agreement represents and warrants that the representative has the authority to sign and bind the Party to this Agreement.

PSAP

KING COUNTY



Authorized Signature

Authorized Signature

Steve Metruck, Executive Director
Name and Title (Print or Type)

Dow Constantine, King County Executive
Name and Title (Print or Type)

Date
Accepted:

Date 5/24/21
Accepted:

Exhibit A to ILA between PSAP and King County King County E-911 Program Office PSAP Funding Process Policy

I. Overview

In accordance to RCW 38.52.510 'Statewide enhanced 911 service – Funding by counties', King County is responsible to implement a countywide enhanced 911 (E911) emergency communications system so enhanced 911 is available throughout the state. King County must provide funding for the E911 system in the county in an amount equal to the amount of the maximum tax under RCW 82.14B.030(1) would generate in the county less any applicable administrative fee charged by the Department of Revenue or the amount necessary to provide full funding of the system in the county¹.

King County E-911 Program Office uses the 911 excise tax revenue to pay for system network, components, equipment, and staff support related to the receipt of 911 calls from the State Emergency Services IP Network (ESInet) and delivery to the PSAP. In addition, excise tax revenue may be used to support PSAP 911 technical, operational and staffing costs to ensure the delivery, receipt and processing of 911 calls at the PSAP.

II. Intent

This policy is directed by the King County Regional E-911 Strategic Plan - 10 Year Sustainable Financial Plan and establishes procedures and guidance for the King County E-911 Program Office (PO) and King County PSAPs for the following.

1. The Program Office disbursement of excise tax revenue through an established escrow account to reimburse King County PSAPs for basic service operating expenses, equipment and staff support expenses identified in RCW 38.52.545, WAC 118-66-050, and WAC 118-66-060. PSAPs will not be considered eligible for excise tax revenue disbursements of WAC eligible expenses unless they have entered into a contract with the PO. Disbursements will be made, contingent upon available E-911 Program Office excise tax revenue.
2. PSAP use of excise tax revenue to support the costs of equipment, operational, technical, and staffing needs related to answering and handling of 911 calls.

III. Responsibility

A. E-911 Program Office:

1. Use E-911 excise tax revenue to support network, key operational functions, and equipment purchases and maintenance used in receipt of 911 calls from the State ESInet and delivery to the PSAP as defined in WAC 118-66-060.
2. Hire and train an appropriate level of staff to manage and maintain the E-911 Program and equipment.

B. PSAPs:

1. To purchase and maintain equipment for operations after the call is delivered to the PSAPs.

¹ RCW 38.52.510, King County Code Title 4A, Sections 4A.200.280, 4A.200.2805, 4A.510.220

2. To hire and train staff to answer 911 calls and support 911 services in the PSAP. 911 excise tax revenue may only be used to support the 911 system² and may not be used for dispatch costs.
3. Ensure use of excise tax revenue are within current policy guidelines and disbursement requests do not exceed their escrow account balance.
4. Ensure all records related to purchases are accurate and available for year-end reporting. PO and PSAPs will work together to reallocate PSAP costs identified as RCW & WAC eligible items if, through the year-end reporting process, it is determined the PSAP spent excise tax revenue outside the terms of the policy or guidelines.
5. Submit a year-end spending category report to the Program Office on a form to be provided by the Program Office.
6. Upon request, provide data to the PO in support of State 911 funding deliverables.

IV. Program Office Available Funds³

Based on available funds, the Program Office will:

1. Fund the 911 system and the Program Office⁴
2. Maintain a minimum fund balance of 10% of operating expenses
3. Maintain a capital reserve of \$1million
4. In cooperation with RAGB, determine annual escrow distribution amount
5. In cooperation with RAGB, review and/or modify this policy following the King County biennial budget calendar.

V. Escrow Fund Disbursement Procedure

A. Distribution Formula:

1. Each PSAP shall receive a \$100,000 baseline disbursement amount per year
2. Following the baseline disbursement, remaining PSAP excise tax revenue will be distributed using call volume:
 - a) The distribution formula shall be based on the PSAPs percentage of 9-1-1 calls answered over a trailing two year rolling average (e.g. for 2021 distribution, the number of 9-1-1 calls answered in 2018 and 2019 will be averaged; 2022 will use the average of 2019 and 2020).
 - b) The PowerMetrics (ECaTS) "Top PSAP Metrics – Answer Time" report shall be used to determine the number of 911 calls answered.

B. Funding disbursement process:

1. Excise tax revenue disbursements to escrow will occur no later than the last business day of the months of March, June, September, and December.

² RCW 38.52.540 & WAC 118-66-060 (3)

³ RAGB approved items 2, 3, and 4 on June 10, 2020

⁴ RCW 38.52.545

2. Excise tax revenue reimbursement requests will be due to the Program Office no later than the 15th of January, April, July and October. Requests will be processed and distributed by the end of that same month.
 - a. Requests may be submitted in any or all of the months listed above and may be for any amount not less than \$500 and up to the full balance.
 - b. Requests must be submitted using the provided Escrow Reimbursement Request Form.

C. Year-end review process:

PSAPs will be required to submit an annual report by February 15th, listing all items or staff time where excise tax revenue was used, including warrant numbers, warrant dates, item description, purchase date, justification and any related approval documents, including back up materials and receipts where appropriate.

VI. Escrow Account Rollovers

PSAPs may be asked to provide a plan to spend down their escrow accounts if future laws, codes, or rules could impact the funds remaining in an escrow account.

VII. Equipment Ownership

Equipment purchased with excise tax revenue will become a PSAP asset. However, King County reserves the right to audit the equipment usage to ensure the equipment is used in compliance with established guidelines. In the event a PSAP is decommissioned or the asset is to be sold, the PSAP must notify the Program Office. King County may want the option to take ownership of the equipment. All equipment purchased with excise tax revenue must be tracked by PSAPs and information (e.g. an asset tag number, location, etc.) must be available to the Program Office for audit purposes.

VIII. Equipment Maintenance

Any equipment purchased with excise tax revenue will be the financial and operational responsibility of the PSAP, including maintenance, support, licenses, repairs and overall operational costs.

IX. PSAP Call Receivers

Call Receivers⁵ are defined as a person(s) whose primary function (at least 50 percent of their time) is sitting at a console, hired, trained/in training and prepared or available to answer 911 calls. This can include part-time employees, as well as supervisor and dispatcher classifications that include call taking as part of their duties.

X. Unspent or Additional Revenue

A. Unspent/Unencumbered Funds

At the close of a biennium and Program office budget commitments are fulfilled, in conjunction with evaluation of strategic objectives for future investments, available unspent funds may be shared with PSAPs if:

1. Fund balance and operational reserves are within policy guidelines

⁵ State Emergency Coordination Office (SECO) County Contract Policy 07-01-2019

2. Strategic objectives identified during the strategic planning process have a sufficient funding plan

Unspent funds will become part of the fund balance after the biennium closes. During the budget preparation cycle for the next biennium, a portion of the unspent funds may be appropriated to increase the total PSAP distribution amount.

B. Additional Revenue

When additional revenue becomes available through taxation:

1. Evaluate Program Office needs and future investments
2. Consider adjustment of the distribution amount for PSAPs

XI. PSAP Decommission or Governance Change

A. Definitions

1. Decommission of a PSAP shall mean the closing of the PSAP and Program Office partnership and the dismantling of the PSAP concluding the PSAPs operation of answering 911 calls.
2. PSAP governance change shall mean the change of authority and/or governance of a PSAP wherein the PSAP and Program Office partnership remains intact and the PSAP operation of 911 continues.
3. 911 equipment shall mean items purchased with 911 funds, directly from the Program Office or indirectly through escrow reimbursements and may include but not limited to items such as furniture, equipment, and networking.
4. Escrow Distribution shall mean the moving of 911 excise tax revenue to an established account by the county for PSAP use at the end of the quarter in which revenue was incurred.
5. PSAP reimbursements shall mean the act of moving funds from the Escrow account to the PSAP for WAC eligible items.

B. Decommission of PSAP

1. 911 excise tax revenue will continue to be earned, on a prorated basis, until the PSAP ceases to answer 911 calls, at which time the fund balance will be frozen.
2. A PSAP may request reimbursement of earned escrow funds within 90 days of when the PSAP ceases to answer 911 calls.
3. Program Office will pay transition costs of 911 networking and equipment for the receiving PSAP to answer 911 calls. The Program Office will not pay transition costs of non-911 lines and equipment.
4. Program Office will be responsible for removing 911 networking and equipment from the decommissioned PSAP.
5. The receiving PSAP's capacity to receive and process the additional 911 calls and/or workload will be reviewed, and funding of corresponding network and equipment additions and changes will be addressed in the transition planning process.
6. Program Office staff will work with the affected PSAPs, ensuring all financial variables are addressed and there is a smooth transition and transfer of 911 calls.

C. Unused Escrow Funds

Upon completion of the decommissioned PSAP's reimbursement process, remaining unused escrow funds will be transferred to the receiving PSAP's escrow accounts on the next distribution cycle. Methodology of the distribution for multiple PSAPs will be determined in conjunction with RAGB prior to the decommission date.

1. Remaining Appropriated Revenue Distributions

The Program office, with advisory guidance from the RAGB, will determine the best method of distribution given the specific circumstances. Possible options may include, but not limited to, the following:

Option 1:

- Remaining escrow revenue distributions, within the year a Non-Primary Wireless PSAP is decommissioned, shall be shared with the remaining PSAPs according to their previously determined call volume percentage.
- Remaining revenue distributions for a decommissioned Primary Wireless PSAP will be decided in conjunction with RAGB prior to decommission date.

Option 2:

- Remaining escrow revenue distributions within the year from a decommissioned Non-Primary Wireless PSAP shall be distributed to the receiving PSAP.
- Remaining revenue distributions for a decommissioned Primary Wireless PSAP will be decided in conjunction with RAGB prior to decommission date.

Option 3: Remaining escrow revenue distributions from a decommissioned PSAP will return to the Program Office fund balance.

2. Future Revenue Distributions

The Program office, with advisory guidance from the RAGB, will determine the best method of distribution given the specific circumstances. Consider mirroring the logic based on options listed above until such time as the decommissioned PSAP's call volume is no longer included within the '2 year rolling average' period.

3. PSAP Governance Change

The Program Office will provide transitional support to the PSAP and to insure the escrow account remains intact and follows the PSAP.

During the transition period for a PSAP, either by decommission or governance change, remaining funds in an escrow account must be used based on current RCW and WAC rules.

XII. Policy Review

This funding policy will be reviewed and/or modified annually.