ATTACHMENT A

INTERLOCAL AGREEMENT BETWEEN

PUBLIC SAFETY ANSWERING POINT

AND KING COUNTY

**INTERLOCAL AGREEMENT BETWEEN**

**PUBLIC SAFETY ANSWERING POINT (PSAP)**

**AND KING COUNTY**

This Agreement (“Agreement”) No. \_\_\_\_\_\_\_\_\_\_ is entered into between King County (“County”), and \_\_\_\_\_\_\_\_\_\_, 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**

## **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.

# CONFLICTS

## 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.

## 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.

# TERM AND TERMINATION**.**

## 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.

## Termination.

### 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.

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

### 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.

### 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.

### 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.

# ROLES, RESPONSIBLITIES, SERVICES AND STAFFING**.**

## 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:

### 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:

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

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

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

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

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

### 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.

### 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.

### The County shall not allow County personnel to access the PSAP systems without permission from the PSAP.

### The County shall not interact with the PSAP’s contractor(s) to request service which would create a financial obligation for the PSAP.

### 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.

### The County will follow the Strategic Plan providing review and modification as needed.

### 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.

## 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:

### Process calls for service received at the PSAP on County E-911 equipment.

### 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.

### 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.

### 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.

### 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.

### Provide secure facilities and space for E-911 equipment supporting the receipt and delivery of 911 calls and data.

### Provide the County with verification and certification of the accuracy and completeness of street address data within its service areas.

### 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.

### PSAP shall provide the County any and all identified Automatic Location Identification (ALI) discrepancy reports within 24 hours of creation of the report.

### 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.

### Be responsible for billable charges the County incurs due to PSAP initiated events for:

### Unique system configuration requirement changes.

### E-911 System and/or equipment moves due to facility remodel/renovation/cleaning.

### E-911 System power up/down due to PSAP facility or infrastructure test or changes.

### E-911 System relocation.

### The PSAP shall not:

### Allow PSAP personnel access to the E-911 System without permission from the County, which permission may be granted on an ongoing basis.

### Create a financial obligation with the County’s contractor(s) without the County’s agreement and/or authorization.

### 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.

### 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.

### 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.

# FUNDING POLICY

## The funding policy set forth in Sections 5.4 through 5.12 of this Agreement shall apply through 2020. For 2021 and later years, the policy will be replaced by a comprehensive funding policy to be adopted by the Parties no later than December 31, 2020. Upon its adoption by the Parties, the comprehensive funding policy will be incorporated into this Agreement.

## In adopting the comprehensive funding policy for 2021 and beyond, the Parties shall consider the core services of the E-911 Program Office as described in the Strategic Plan for the 911 System and the needs of the individual PSAPs for specific assistance and also shall consider the input and recommendations of RAGB. The Priorities for use of available 911 excise tax funds shall be consistent with RCW 38.52.545 as follows:

### Assure 911 dialing and E-911 access is operational and countywide;

### Assist PSAPs in achieving a basic service level for E-911 operations; and

### Assist the County in acquiring mutually approved capital investments appropriate to modernize E-911 Systems and increase E-911 effectiveness.

## Should the Parties fail to adopt a comprehensive funding policy by December 31, 2020, the dispute resolution process in the Strategic Plan shall be applied to the specific areas of disagreement in the proposed comprehensive funding policy. The previous year’s distribution formula will remain in effect during the dispute resolution process.

## PSAP Financial Support. For PSAP Services under this Agreement, the County shall: (1) pay into the \_\_\_\_\_\_\_\_\_\_ Escrow Fund (defined in Section 5.6) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for calendar year 2020 and (2) reimburse the PSAP from the \_\_\_\_\_\_\_\_\_\_ Escrow Fund for all Eligible Expenditures (defined in Section 5.5) on a calendar quarter or annual basis as provided below.

## Eligible Expenditures. Reimbursement will be made, contingent upon available E-911 Program Office funds, only for certain items identified in RCW 38.52.545, WAC 118-66-050, King County Code and policies, and as defined by the E-911 Program Office.

### Contingent upon available funds, the following items may be reimbursed with 911 excise tax revenue received by the County:

### Basic Service Operating Expenses

#### Information technology (IT) staff salaries (E-911 Program Office funded positions) and benefits;

#### Call receiver salaries and benefits;

#### 911 IT staff training;

#### Call receiver training;

#### Ancillary equipment (e.g. headsets, headset batteries, etc.);

#### Console and equipment cleaning; and

#### Mileage reimbursements.

### Equipment Expenses

#### CAD Hardware;

#### CAD Software;

#### Logging recorder equipment hardware;

#### House UPS system;

#### Generator; and

#### Security equipment to support physical security requirements of E-911 equipment rooms or containers to meet State and County security standards.

### Other service and equipment expenses not listed herein that are allowed for reimbursement in the King County E-911 Program Office PSAP Funding Eligibility and Process Policy, or any addenda to the policy.

### Exceptions. Items not listed in Sections 5.5.1 must go through an approval process with RAGB, the E-911 Program Office and the King County Prosecuting Attorney’s Office, if necessary, prior to reimbursement. The exception request must be submitted by the PSAP with the reimbursement request. All exception requests must be submitted to the E-911 Program Office for the RAGB third quarterly meeting for review.

### The following items are not eligible for reimbursement with Escrow Funds:

#### Furniture, appliances, janitorial equipment/services and repair tools;

#### Facility build, remodel, facility maintenance and utility costs;

#### Non-911 telephone systems and phone lines for administrative staff and non-911 lines that do not present through a 911 telephony system;

#### Vehicles and staff transport;

#### Computer equipment not used to answer or process 911 calls;

#### Purchase, maintenance, or replacement of radio systems and equipment;

#### Insurance (except what is eligible for employee benefits);

#### Legal fees;

#### Data storage device or service beyond retention requirements as defined in RCW 70.320.070 and Washington State Archive Schedule for Emergency Communications (911) Records; and

#### Costs for administrative staff, their equipment and functions.

## Escrow Fund. The County shall maintain a single escrow fund for distributing all PSAP Funds to the PSAP (the “\_\_\_\_\_\_\_\_\_\_ Escrow Fund”). The Parties hereto acknowledge and agree that they owe each other a fiduciary duty with respect to the funding, administration and expenditures related to the \_\_\_\_\_\_\_\_\_\_ Escrow Fund as well as all aspects of this Agreement.

## Distributions.

### Distributions from the \_\_\_\_\_\_\_\_\_\_ Escrow Fund will be made based on 911 calls on a two-year rolling average. The two previous full years’ data will be used to calculate the average (e.g. for year 2020, call data from 2018 and 2019 will be averaged). The total number of 911 calls per PSAP will be totaled and the percentage of calls per PSAP will be calculated. That percentage will then be applied to the E-911 Program Office annual budgeted distribution amount.

### The distribution formula will be revisited with RAGB biannually to ensure its relevance with current market usage trends and policies.

## Escrow Account Rollovers.

## 5.8.1 PSAP may roll escrow funds from year-to-year and must complete and submit an Annual Justification Form by February 15th of each year to explain how the funding is intended to be used and provide a timeline. The PSAP is required to submit the form only if it is rolling over the equivalent of a minimum of 25% of their annual allocation in the escrow account (e.g. annual allocation of $100,000, then rollover threshold for the form is at least $25,000). The effect on future reimbursements resulting from PSAP’s failure to timely submit an Annual Justification Form shall be addressed in the comprehensive funding plan to be adopted under Section 5.

## 5.8.2 Rollover PSAP Funds are subject to Section 5.5 and shall be held in trust by County for the PSAP. The County will provide an annual update with opportunity for revisions and status updates will be provided to PSAP by July 25th of each year.

## Reimbursement Period. Only Eligible Expenditures incurred and requested for reimbursement within the rolling previous fourteen (14) calendar months may be reimbursed from the \_\_\_\_\_\_\_\_\_\_ Escrow Fund. **Example**: An Eligible Expenditure incurred in September 2018 must be requested for reimbursement by end of November 2019. There will not be any exceptions to reimbursement dates and expenditure timeframes unless delayed as the result of an emergency declared by state or local government or as otherwise agreed to by the Parties in writing.

## Vendor payments. PSAP must purchase and pay for items before requesting reimbursement. The County will not pay merchants or vendors directly.

## Forms. PSAP must use one escrow reimbursement form per quarter (or year) to submit all Eligible Expenditures for reimbursement, including warrant numbers, warrant dates, item description, purchase date, justification and any related approval documents, including back up materials and receipts.

## Schedule. There will not be a penalty if PSAP misses a quarterly submission date or prefers to submit for reimbursements annually.

|  |  |  |  |
| --- | --- | --- | --- |
| Quarter | Submission Deadline | Review & Questions | Approval Deadline |
| Q1: Expenditures from  January 1 – March 31 | April 25 | April 25 – May 15 | May 15 |
| Q2: Expenditures from  April 1 – June 30 | July 25 | July 25 – August 15 | August 15 |
| Q3: Expenditures from  July 1 – September 30 | October 25 | Oct. 25 – Nov. 15 | November 15 |
| Q4: Expenditures from  Oct 1 – Dec 31 | February 15 | Feb. 15 – March 1 | March 1 |
| Annual: Expenditures  from Jan 1 – Dec 31 | February 15 | Feb. 15 – March 1 | March 1 |
|  |  |  |  |

# LEGAL RELATIONS; INDEMNITY AND INSURANCE.

## Independent Status and No Third-Party Beneficiaries.

### 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.

### 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.

## Indemnification and Hold Harmless.

### 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 such goods and/or Services; 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.

### 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 such goods and/or Services: 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.

## Insurance Requirements.

### 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.

### Minimum Scope and Limits of Insurance

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

* + - 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.
      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.
      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.
      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.
      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 sublimits and deductibles required by the Washington Cities Insurance Authority risk pool shall be acceptable in meeting such limits required for this coverage.
      6. Other Insurance Provisions

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

* 1. Liability Policies (except Workers’ Compensation and Professional Liability):
     1. 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).
     2. 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.
     3. 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.

### 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.

### 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.

# RECORDS AND AUDITS.

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

### 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).

### 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 Section 5.5, the PSAP shall be responsible for reimbursing the County for the full amount the County was required to pay the state.

### 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.

## Public Records Requests.

### 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”).

### 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.

## 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 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.

## 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 Call Processing Equipment to the PSAP systems, the ownership and responsibility for said data transfers to the PSAP.

## 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.

# DISPUTES**.**

## 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.

## 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.

## 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.

# 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 | Executive Director |
| 20811 84th Ave South, Suite 105 |  |
| Kent, WA. 98032 |  |
| 206.477.4911 |  |
| [bbreier@kingcounty.gov](about:blank) AND  [kcE911managers@kingcounty.gov](about:blank) |  |

# 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. New federal and state laws, regulations, policies and administrative practices may be established after the date this Agreement and may apply to this Agreement. To achieve compliance with changing requirements, the Parties agree to accept all changed requirements that apply to this Agreement. Changed requirements shall be implemented through this Section.

# 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.

# GENERAL**.**

## 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.

## 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.

## 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 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.

## 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.

## 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.

# ACKNOWLEDGEMENT, EXECUTION AND AUTHORITY**.**

## 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.

## 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 |
| Name and Title (Print or Type) | Name and Title (Print or Type) |
| Date  Accepted: | Date  Accepted: |