

Ordinance No. 121711

Council Bill No. 115130 (115130)

ORDINANCE relating to Enhanced 911 emergency communications system services, authorizing an agreement with King County for the continued provision of these services, and accepting funds received under the agreement.

CF No. _____

Date Introduced:	<u>11-29-04</u>	
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Date Re - Referred:		To: (committee)
Date Re - Referred:		To: (committee)
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Date Presented to Mayor:	<u>1-10-05</u>	Date Approved: <u>1/14/05</u>
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Date Vetoed by Mayor:		Date Veto Published:
Date Passed Over Veto:		Veto Sustained:

wey
1/14/05

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Councilmember

Committee Action:

pass 1-0 NL 1/4/05 (CH)

1-10-05 Passed As Amended 8-0 (Excused: Compton)

This file is complete and ready for presentation to Full Council. Committee: _____
(Initial/date)

Law Department

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ORDINANCE

121711

AN ORDINANCE relating to Enhanced 911 emergency communications system services, authorizing an agreement with King County for the continued provision of these services, and accepting funds received under the agreement.

WHEREAS, Ordinance 119528, passed by the Seattle City Council on July 6, 1999 authorized the Mayor to enter into an agreement with King County relating to the Enhanced 911 system and the provision of emergency communications services; and

WHEREAS, the previous agreement with King County for the provision of Enhanced 911 services has expired and needs to be updated and renewed to reflect current State Law as well as policies, procedures, and responsibilities necessary to operate and provide continuity for the Enhanced 911 emergency communications system; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Chief of Police, the Mayor or his designee is authorized to execute for and on behalf of The City of Seattle, an agreement in the form of Attachment A entitled "KING COUNTY ENHANCED 911 PARTICIPATION AGREEMENT" for the continued provision of emergency communications services through the Enhanced 911 system. The Mayor or his designee is authorized to make such changes to the agreement in Attachment A, whether as originally signed or by subsequent amendment, as he determines to be in the best interests of the City. Any funds received from the County under the terms of this Agreement are hereby accepted, and shall be deposited into the General Subfund.

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.



Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 10th day of January, ²⁰⁰⁵2004 and signed by me in open session in authentication of its passage this 10th day of January, ²⁰⁰⁵2004.

[Signature]
President _____ of the City Council

Approved by me this 14th day of January, ²⁰⁰⁵2004.

[Signature]
Gregory J. Nickels, Mayor

Filed by me this 14th day of January, ²⁰⁰⁵2004.

[Signature]
City Clerk

(Seal)

Attachment A: KING COUNTY ENHANCED 911 PARTICIPATION AGREEMENT

KING COUNTY ENHANCED 911 PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2004 by and between _____ (hereinafter on behalf of _____ "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 Service Agreements which complement the 911 Tariffs with each of the Telephone Companies for the operation of the System; and

WHEREAS, said 911 Tariffs and Service Agreements, 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 Service Agreements.

- A. 911 Tariffs shall jointly refer to: US West Communications, Inc. Schedule 81, "Emergency Communication System", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921247 (Qwest 911 Tariff); GTE Northwest Incorporated, Schedule 580 and 581, "9-1-1



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Emergency Telephone Service", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921239 (Verizon Northwest Incorporated 911 Tariff); and Century Telephone Schedule 36, "9-1-1 Emergency Service", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921263, 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 Agreements shall jointly refer to the Agreements signed between King County and Qwest Corporation, Verizon Northwest, Inc., and Century Telephone for Enhanced 911 Telephone Service. The Agreement with Qwest Corporation, formerly US West Communications, Inc., was signed on December 22, 1998, amended on May 24, 2002 and May 22, 2003, and will remain in effect until December 22, 2006. The County and Qwest agree to update this Agreement after Qwest's new 911 tariff is effective. The Agreement with Verizon Northwest, Inc., formerly GTE Northwest Incorporated, was signed on July 28, 1995. The County and Verizon agree to update this Agreement after Verizon's new 911 tariff is effective. The Agreement with Century Telephone expired on May 3, 1999, and Century Tel intends to rely on the existing 911 tariff as the basis for providing E-911 service to County. Each of these Agreements may also be referred to individually by their company name; e.g. "Qwest 911 Service Agreement".
- H. Switched Access Line shall mean the same as defined in RCW 82.14B.020(3).

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- I. System shall mean the Enhanced 911 (E-911) emergency telephone system described in the "Enhanced 911 Service Agreement Between King County and US West Communications, Inc." signed on December 22, 1998 and contracted for under King County Contract Number M10135M.
- 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 Service Agreements 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.

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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 seven-digit or other existing numbers for reporting emergencies, but shall not list those numbers as emergency numbers in telephone directories.
- C. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the PSAPs. The PSAPs will not use the E-911 System for administrative purposes, for placing outgoing calls, or for receiving non-emergency calls. 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.

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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



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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; second, to defray all costs of operation payable to the Telephone Companies as defined in the 911 Tariffs and Service Agreements; third, to pay the costs incurred by the County to administer the E-911 Program, to provide for the risks to the County of the E-911 Program as determined by the King County agent responsible for risk management, and to pay the PSAPs' costs of naming the County as an additional insured under the requirements of Article 19 herein; fourth, to defray any costs associated with E-911 resulting from the consolidation of PSAPs; and fifth, to defray operational and/or equipment costs of the 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



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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:



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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



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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



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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 Agreements.
- 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



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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



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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 AND ARBITRATION

- A. Should any disputes arise between the County and a PSAP or PSAPs, those parties agree to act immediately to resolve any such disputes.
- B. The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all of their responsibilities under this Agreement which are not affected by the dispute.
- C. If the dispute can not be resolved through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. The parties shall share equally in the cost of mediation and the selection of a mediator shall be by agreement.
- D. If the parties, via their respective agents, cannot resolve a dispute within seven (7) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply, and the parties shall share equally in the cost of said procedure:
 1. Each party shall appoint one (1) representative from within their organization and two (2) persons known as appointees to act as impartial arbitrators in an attempt to resolve the dispute. The appointees shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be employed by the County E-911 Program Office or the PSAP. The set of six (6) individuals consisting of the parties' respective representatives and the four (4) appointees is called the Dispute Resolution Group.



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2. The Dispute Resolution Group shall convene no later than twelve (12) calendar days following the original notification of the existence of a dispute and shall meet during the subsequent seven (7) calendar days to resolve the dispute.
 3. In the event the Dispute Resolution Group fails to resolve the dispute within seven (7) calendar days after convening, then such dispute arising out of or related to this Agreement, or the breach thereof, may be filed as a lawsuit in King County Superior Court.
- E. This article shall not apply to jurisdictional disputes, which shall be resolved as specified in Article 3, Section B.

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



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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. The PSAP shall maintain printed records of E-911 calls produced by the Call Detail Recorder provided by the County for a minimum of sixty (60) calendar days.
- G. This Agreement shall be governed by, subject to, and construed according to the Constitution and laws of the State of Washington and the Charter and Ordinances of King County and 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 129
Seattle, Washington 98108-3848
- 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 Agreements
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.



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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 2PUBLIC SAFETY ANSWERING POINTS (PSAPS)

PRIMARY PSAPS			
Name	Contact	Address	Phone
Bellevue PD	Alan Komenski, Communications Manager	P.O. Box 90012 Bellevue, WA 98009-9103	425-452-2055
Bothell PD	Micki Donovan-Sved, Communications Director	18410 101st Ave. N.E. Bothell, WA 98011	425-487-5559
Enumclaw PD	Eric Sortland, Lieutenant	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	Deb Huntsinger, Captain	3511 N.E. 2nd St. Renton, WA 98056	206-296-7500
Kirkland PD	Eric Olsen, Captain	123 5th Ave. Kirkland, WA 98033	425-828-7949
Port of Seattle PD	Phyllis Hull, Communications Supervisor	SeaTac International Airport P.O. Box 68727 Seattle, WA 98168	206-433-4457
Redmond PD	Mark Hagreen, Commander	8701 160th Ave. N.E. Redmond, WA 98052	425-556-2509
Seattle PD	Ted Jacoby, Director	810 Virginia St. Seattle, WA 98101	206-684-8632
University of Washington PD	Rich Lewis, Lieutenant Director	1117 N.E. Boat St. Seattle, WA 98105	206-616-0871
Valley Communications Center	Chris Fischer, Director	27519 108 th Ave. S.E. Kent, WA 98031	253-372-1510
Washington State Patrol	Jo Baumgartner, Station Manager	2803 156th Ave. S.E. Bellevue, WA 98007	425-649-4659

SECONDARY PSAPS			
Name	Contact	Address	Phone
Seattle FD	Susan Rosenthal, Deputy Chief	2318 4 th Ave. Seattle, WA 98121	206-386-1492



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PRIMARY WIRELESS PSAPS			
Name	Contact	Address	Phone
Bellevue PD	Alan Komenski, Communications Manager	P.O. Box 90012 Bellevue, WA 98009-9103	425-452-2055
King County Sheriff's Office	Deb Huntsinger, Captain	3511 N.E. 2nd St. Renton, WA 98056	206-296-7500
Seattle PD	Ted Jacoby, Director	810 Virginia St. Seattle, WA 98101	206-684-8632
Valley Communications Center	Chris Fischer, Director	27519 108 th Ave. S.E. Kent, WA 98031	253-372-1510
Washington State Patrol	Jo Baumgartner, Station Manager	2803 156th Ave. S.E. Bellevue, WA 98007	425-649-4659

SECONDARY WIRELESS PSAPS			
Name	Contact	Address	Phone
Bothell PD	Micki Donovan-Sved, Communications Director	18410 101st Ave. N.E. Bothell, WA 98011	425-487-5559
Enumclaw PD	Eric Sortland, Lieutenant	1705 Wells Enumclaw, WA 98022	360-825-3505
Issaquah PD	Stan Conrad, Commander	130 E. Sunset Way Issaquah, WA 98027	425-837-3236
Kirkland PD	Eric Olsen, Captain	123 5th Ave. Kirkland, WA 98033	425-828-7949
Port of Seattle PD	Phyllis Hull, Communications Supervisor	SeaTac International Airport P.O. Box 68727 Seattle, WA 98168	206-433-4457
Redmond PD	Mark Hagreen, Commander	8701 160th Ave. N.E. Redmond, WA 98052	425-556-2509
Seattle FD	Susan Rosenthal, Deputy Chief	2318 4 th Ave. Seattle, WA 98121	206-386-1492
University of Washington PD	Rich Lewis, Lieutenant Director	1117 N.E. Boat St. Seattle, WA 98105	206-616-0871



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.



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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 a police officer should be dispatched to the location to attempt to locate the caller.
- 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) Calls – 911 calls from customers of VoIP Service Providers are currently forwarded to 911 lines at the PSAPs with no location information. Once the technology and standards for E-911 Service for VoIP have been developed and are commercially available, VoIP 911 calls will be selectively routed to the PSAPs with ANI/ALI. Each PSAP shall make a



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reasonable effort to respond to all VoIP 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 or by the caller. 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 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 other than the number listed for the Washington State Patrol that shall be listed in King County telephone directories for reporting police, fire, and medical emergencies. Each PSAP, however, shall maintain a separate seven-digit emergency back-up number and list a separate number for non-emergency telephone calls in the telephone directory serving its area.
3. Night Service Routing - Each PSAP shall establish night service routing (back-up routing) at another PSAP or other location 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

A. The operating procedures and protocols for Primary PSAPs are as follows:

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

In the event that a caller reporting a combined incident is disconnected before being interrogated by both appropriate PSAP operators, the operator that



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conducted the interrogation shall relay relevant incident information to the other PSAP. Examples of combined incidents are as follows: assaults, controlled substance overdoses, vehicle accidents with injuries and/or fire, suicides, etc.

5. In the event that all trunks between a Primary PSAP and a Secondary PSAP are busy and the Primary PSAP has an additional call(s) to be transferred to the Secondary PSAP, the Primary PSAP operator shall tell the caller to remain on the line and the operator shall stay on the line with the caller, except:

- a. When the Primary PSAP operator is aware of a highly visible incident that has already been reported, the Primary PSAP operator may ask the caller if they are reporting that incident and if so, state that it has been reported and terminate the call;
- b. When there are additional calls ringing at the Primary PSAP and no operators are available, the Primary PSAP operator may interrogate the caller, record the information, terminate the call, and relay the information to the Secondary PSAP at the earliest opportunity.

- B. The operating procedures and protocols for Secondary PSAPs are as follows:

1. The basic functions of Secondary PSAPs shall be the receipt of calls reporting incidents requiring the services of agencies supported by the Secondary PSAP as transferred by a Primary PSAP, the interrogation of callers reporting such incidents, the triaging of such calls, and the allocation of appropriate resources to resolve such incidents.
2. Secondary PSAP operators shall interrogate so as to derive the location of the incident as the first priority. In the event that the location of the incident is in a jurisdiction served by agencies supported by another PSAP, the operator shall immediately transfer the call to the appropriate PSAP when feasible. In the event that such transfer is not feasible due to equipment or network constraints, or the nature of the call, the operator shall complete the interrogation and relay the relevant information to the appropriate PSAP.
3. Secondary PSAP operator answering phrases shall always include a listing of the services supported by that PSAP; e.g., "Fire and emergency medical", etc.

- C. Transferring 911 Calls:

1. All Primary and Secondary operators transferring a 911 call to another PSAP shall remain on the line long enough to assure that the transfer has been successfully completed. Once the receiving PSAP operator has answered the call, the transferring PSAP shall announce the name of their PSAP and inform the receiving PSAP operator that they are transferring a call; e.g., "This is the King County Sheriff's Office with a transfer".



Author's Name: Jacoby/Quinn
Date (Hard-Coded): 11/05/2004
Name of Companion Legislation: E911 Agreement
Version #: 3

Form revised March 16, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Police	Captain Ted Jacoby/ 684-8632	Greg Doss/ 615-1759

Legislation Title:

AN ORDINANCE relating to Enhanced 911 emergency communications system services, authorizing an agreement with King County for the continued provision of these services, and accepting funds received under the agreement.

• **Summary of the Legislation:**

This legislation authorizes the execution of a Participation Agreement with King County that outlines the duties and responsibilities of the King County E911 Program Office, the various telephone carriers or providers, and the various Public Safety Answer Points that serve as dispatch centers for police, fire, and medic services in King County. The agreement will be in effect for a period of five (5) years. The ordinance will authorize the Mayor or his designee to sign the King County E911 Participation Agreement for the continued provision of Enhanced 911 system emergency communications services.

• **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The previous agreement with King County for the provision of Enhanced 911 services has expired and needs to be updated and renewed to reflect current State Law as well as policies, procedures, and responsibilities necessary to operate and provide continuity for the Enhanced 911 emergency communications system.

• *Please check one of the following:*

 This legislation does not have any financial implications. *(Stop here and delete the remainder of this document prior to saving and printing.)*

 X This legislation has financial implications. *(Please complete all relevant sections that follow.)*

The ordinance to authorize signature on the attached agreement does not have financial implications *per se*. However, the agreement itself has policies, provisions, and standards that could result in the forfeiture of substantial amounts of revenue to the City, absent compliance with those policies, provisions, and standards.



Author's Name: Jacoby/Quinn
Date (Hard-Coded): 11/05/2004
Name of Companion Legislation: E911 Agreement
Version #: 3

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section

Fund Name and Number	Department	Budget Control Level	2004 Appropriation	2005 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes: None.

Anticipated Revenue/Reimbursement Resulting from this Legislation: This table should reflect revenue/reimbursements that are a direct result of the legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below this table.

Fund Name and Number	Department	Revenue Source	2004 Revenue	2005 Revenue
General	Police	E911 Agreement	\$1,400,000	\$578,000
TOTAL	Police	E911 Agreement	\$1,400,000	\$578,000

Notes: The decline in revenue from 2004 to 2005 is principally a result of three new King County E911 projects that will need to be paid for, thereby reducing funds available for distribution to the participating jurisdictions. The City must meet emergency call answering performance standards each quarter in order to qualify for a share of this money. Because of complexity of factors that can impact the revenue stream, the dollar value for 2005 should be viewed as a rough estimate.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2004 Positions	2004 FTE	2005 Positions**	2005 FTE**
TOTAL							

* List each position separately

** 2005 positions and FTE are total 2005 position changes resulting from this legislation, not incremental changes. Therefore, under 2005, please be sure to include any continuing positions from 2004



Author's Name: Jacoby/Quinn
Date (Hard-Coded): 11/05/2004
Name of Companion Legislation: E911 Agreement
Version #: 3

Notes: None

- **Do positions sunset in the future?** (If yes, identify sunset date):

Not Applicable

Spending/Cash Flow: This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name and Number	Department	Budget Control Level*	2004 Expenditures	2005 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes: Not Applicable

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

The current agreement with King County has expired. Failure to renew would cost the City an estimated \$578,000 in financial support for E911 in 2005.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

There are no alternatives.

- **Is the legislation subject to public hearing requirements:** (If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)

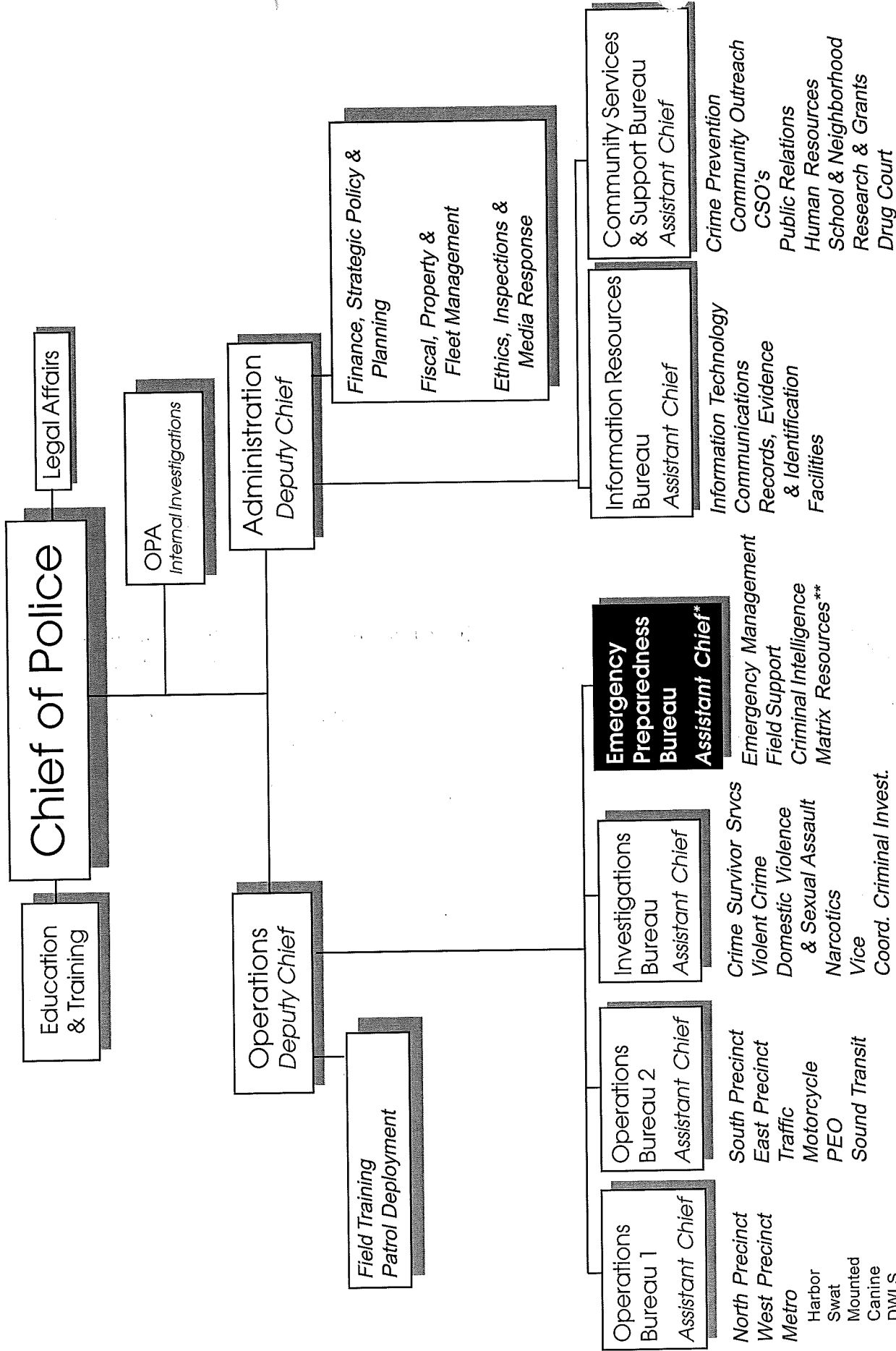
No

- **Other Issues** (including long-term implications of the legislation): No other issues.

Please list attachments to the fiscal note below: None.



SPD Proposed Organizational Chart - (March 2002)



Crisis Intervention

* Coordination with other City Departments, other law enforcement and emergency management agencies

** For priority planning and training assignments, Emergency Preparedness will make temporary assignments as needed of selected staff on a Department-wide basis, including specialists from: SWAT, Bomb Squad, Information Technology, Training, Patrol Deployment

Date Prepared: January 21, 2002 | Updated: March 11, 2002





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

November 16, 2004

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to transmit the attached Council Bill that authorizes the City of Seattle to enter into a Participation Agreement with King County for continued Enhanced 911 (E-911) system emergency communications services. The legislation also authorizes the acceptance of funds received from the County under the terms of the Agreement.

The Participation Agreement outlines the duties and responsibilities of King County's E-911 Program Office, participating telephone carriers or providers, and the various Public Safety Answering Points (PSAPs) that serve as dispatch centers for police, fire, and medic services throughout King County. The Agreement must be ratified by each of the 17 PSAPs in King County. The Agreement authorized by this Bill, which was last updated in July 1999, will remain in effect for a period of five (5) years.

Contingent upon meeting the emergency call answering performance standards set forth in the Participation Agreement, the City will receive an estimated \$578,000 in General Fund revenue for each of the five years that the Agreement is in effect. These funds are derived from a tax collected by King County and distributed to participating jurisdictions that have 911 emergency call centers. The estimated revenue, which has been factored into the 2005-2006 Proposed Budget, will be adjusted quarterly based on a percentage of County landline and cellular phone revenues, and the number of 911 calls that are received.

Passage of this legislation is essential to the continued provision of Enhanced 911 communications services to the citizens of Seattle. Thank you for your consideration of this legislation. Should you have questions, please contact the Communications Director, SPD Captain Ted Jacoby at 684-8632.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



KING COUNTY ENHANCED 911 PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 200__ by and between the City of Seattle on behalf of the Seattle Police Department and the Seattle Fire Department (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 Service Agreements which complement the 911 Tariffs with each of the Telephone Companies for the operation of the System; and

WHEREAS, said 911 Tariffs and Service Agreements, 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 Service Agreements.

- A. 911 Tariffs shall jointly refer to: US West Communications, Inc. Schedule 81, "Emergency Communication System", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921247 (Qwest 911 Tariff); GTE Northwest Incorporated, Schedule 580 and 581, "9-1-1



Emergency Telephone Service", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921239 (Verizon Northwest Incorporated 911 Tariff); and Century Telephone Schedule 36, "9-1-1 Emergency Service", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921263, 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 Agreements shall jointly refer to the Agreements signed between King County and Qwest Corporation, Verizon Northwest, Inc., and Century Telephone for Enhanced 911 Telephone Service. The Agreement with Qwest Corporation, formerly US West Communications, Inc., was signed on December 22, 1998, amended on May 24, 2002 and May 22, 2003, and will remain in effect until December 22, 2006. The County and Qwest agree to update this Agreement after Qwest's new 911 tariff is effective. The Agreement with Verizon Northwest, Inc., formerly GTE Northwest Incorporated, was signed on July 28, 1995. The County and Verizon agree to update this Agreement after Verizon's new 911 tariff is effective. The Agreement with Century Telephone expired on May 3, 1999, and Century Tel intends to rely on the existing 911 tariff as the basis for providing E-911 service to County. Each of these Agreements may also be referred to individually by their company name; e.g. "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 US West Communications, Inc." signed on December 22, 1998 and contracted for under King County Contract Number M10135M.
- 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 Service Agreements 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 seven-digit or other existing numbers for reporting emergencies, but shall not list those numbers as emergency numbers in telephone directories.
- C. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the PSAPs. The PSAPs will not use the E-911 System for administrative purposes, for placing outgoing calls, or for receiving non-emergency calls. 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; second, to defray all costs of operation payable to the Telephone Companies as defined in the 911 Tariffs and Service Agreements; third, to pay the costs incurred by the County to administer the E-911 Program, to provide for the risks to the County of the E-911 Program as determined by the King County agent responsible for risk management, and to pay the PSAPs' costs of naming the County as an additional insured under the requirements of Article 19 herein; fourth, to defray any costs associated with E-911 resulting from the consolidation of PSAPs; and fifth, to defray operational and/or equipment costs of the 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 Agreements.
- 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 129
Seattle, Washington 98108-3848

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 Agreements
- 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

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY

I. DESCRIPTION

Enhanced Universal Emerg
Enhanced 911 (E911) Serv
or more Public Safety An
E911 customer may receive telephone calls directed to the telephone
number 911. E911 Service includes network facilities necessary for
the answering, transferring, and forced disconnect of emergency 911
calls originated by persons within the serving area.

II. DEFINITIONS

Alternate Routing (AR) - A method by which 911 calls are routed to a
designated alternate location if all E911 lines to the primary PSAP
are busy, or the primary PSAP is closed for a period of time.

Automatic Location Identification (ALI) - A feature by which the
name and address associated with the calling party's telephone
number (identified by ANI feature) is forwarded to the PSAP for
display. Additional telephones with the same number as the calling
party's (secondary locations, off premises, etc.) will be identified
with the address of the telephone number at the main location.

Automatic Location Identification/Data Management System (ALI/DMS) -
A computer data base used to create, store and update the data (e.g.
Emergency Service Numbers, addresses, customer names, etc.) required
to provide the Selective Routing and ALI features.

Automatic Number Identification (ANI) - A feature by which the
calling party's telephone number is forwarded to the E911 customer's
premises equipment for display.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO UT-921247

Advice No. 2336T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

November 5, 1992
Effective: ~~December 1, 1992~~



Original Sheet 81-16

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

Default Routing (DR) - A feature activated when an incoming 911 call cannot be selectively routed due to an Automatic Number Identification (ANI) failure, garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default Public Safety Answering Point (PSAP) designated by the E911 customer.

Diverse Routing - A method of deploying end office facilities using separate systems to provide E911 Service in case of facility or central office equipment failure.

Emergency Service Central Office (ESCO) Code - A code that identifies the originating End Office of a 911 call.

Emergency Service Numbers (ESNs) - Numbers used to identify primary and secondary PSAP locations as well as unique combinations of police, fire, ambulance or any other appropriate agencies responsible for providing emergency service in the E911 Service Area. ESNs are programmed into the Automatic Location Identification-Data Management System and are assigned by the Company to facilitate the routing and transfer features.

End Office - A central office which receives originating 911 calls.

E911 Control Office/Tandem - A central office which provides tandem switching of 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing feature and certain maintenance functions for each PSAP.

E911 Service Area - The geographic area in which the E911 customer will answer all 911 calls and transfer, relay or dispatch appropriate emergency assistance.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. 47-921247

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By G. A. Walker, Vice President

November 5, 1992
Effective: ~~December 1, 1992~~



1st Revision of Sheet 81-17
Cancelling
Original Sheet 81-17

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

E911 Customer - A municipality, state or local governmental unit, or an authorized agent of one or more of these units to whom authority has been lawfully delegated. The E911 customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to emergency calls.

E911 Transport - Utilization of dedicated point-to-point circuits between an End Office or a Private Branch Exchange (PBX) and an E911 Control Office, a control office and a Public Safety Answering Point (PSAP) and/or a PSAP and a Node. E911 Transport is only to be used to transmit a telephone number (Automatic Number Identification Transport), a name and address (Automatic Location Identification Transport), or routing information (Selective Routing Transport) associated with a 911 call. (C)

Fixed Transfer - A feature which enables a PSAP attendant to transfer incoming 911 calls to secondary PSAPs by use of a single button on the customer premises equipment.

Forced Disconnect - A feature that allows the PSAP attendant to release a connection regardless of the action of the calling party. This prevents blockage of the incoming 911 lines serving the PSAP.

Manual Transfer - A feature that enables the PSAP attendant to transfer an incoming 911 call by manually obtaining dial tone through use of the telephone switchhook or the appropriate button on the customer premises equipment and dialing the appropriate telephone number or speed calling code.

Master Street Address Guide (MSAG) - A data base of street names and address ranges within their associated communities defining emergency service zones for 911 purposes.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. *UT-921249*

Advice No. 2337T
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By G. A. Walker, Vice President

November 5, 1992
Effective: ~~December 1, 1992~~



1st Revision of Sheet 81-18
Cancelling
Original Sheet 81-18

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

Node - A computer utilized to multiplex (concentrate) Automatic Location Identification data lines between the Public Safety Answering Points (PSAPs) and the Automatic Location Identification/Data Management System (ALI/DMS) computers. A pair of Node computers is utilized for up to forty-eight PSAPs.

Node Port - Port (connection) required on the Node to transmit data from the ALI/DMS computer to the PSAP.

P.01 Grade of Service - Trunk facility provisioning to ensure that during the average busy hour, no more than 1% of calls into the E911 system will encounter a busy condition.

Private Branch Exchange (PBX) Station - A telephone with a unique identifying number which is connected internally and directly to a PBX.

Private Switch/Automatic Location Identification (PS/ALI) - PS/ALI is a service offering which allows a PBX switch to send Automatic Number Identification information to an E911 Control Office (Tandem) from individual PBX stations for the purpose of providing site or station location information on an E911 call, or for selectively routing that call to the appropriate PSAP. PS/ALI also is available to Centrex/CENTRON customers who wish to provide the E911 system with more station specific location and routing information. These are the only intended uses for this service.

(N)

(N)

(K)

(K) Material omitted now appears on Sheet 81-18.1.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM.. DOCKET NO. *UT-921249*

Advice No. 2337T
Issued: October 28, 1992
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By G. A. Walker, Vice President

November 5, 1992
Effective: *December 1, 1992*



Original Sheet 81-18.1

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

Private Switch/Automatic Location Identification (PS/ALI) Customer - The PS/ALI customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units, or a PBX owner/operator, or Centrex/CENTRON customer who desires to provide station location information to the E911 system.

Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. PSAPs are designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs receive E911 calls directly from the public; secondary PSAPs receive E911 calls only on a transfer or relay basis from the primary PSAP. Secondary PSAPs generally serve as centralized answering locations for a particular type of emergency call. PSAPs are staffed by employees of service agencies such as police, fire or emergency medical or by employees of a common bureau serving a group of such entities.

Reverse Search of the Automatic Location Identification (ALI) Data Base - A query of the ALI data base initiated at the PSAP to electronically obtain the ALI data associated with a known telephone for purposes of handling an emergency call when that telephone is not directly connected to the PSAP.

Selective Routing (SR) - A feature that permits a 911 call to be routed to the designated primary PSAP based upon the identified telephone number of the calling party.

Selective Routing "In" Trunk Termination - The termination of the incoming trunking arrangement from the end office to the Tandem for transmitting voice messages to the PSAP.

(M) Material formerly appeared on Sheet 81-18.
BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UT-921249

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By G. A. Walker, Vice President

Effective: November 5, 1992
December 1, 1992



Original Sheet 81-19

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

Selective Routing "Out" Trunk Termination - The termination of the outgoing trunking arrangement from the Tandem to the PSAP for purposes of transmitting voice.

Selective Transfer - A feature that enables a Public Safety Answering Point (PSAP) attendant to transfer an incoming 911 call to another agency by depressing a button labelled with the type of agency; e.g., "Fire," on the customer premises equipment.

Serving Central Office - The central office from which a PSAP, either primary or secondary, is served.

Standard Addressing - A means of addressing which provides street/road names and house numbers, used in populating the Automatic Location Identification/Data Management System.

III. CONDITIONS

- A. This service is limited to the use of 911 as the universal emergency telephone number.
- B. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies may subscribe to other telephone service as provided in this and other tariffs of the Company.
- C. E911 Service is furnished to the E911 customer only for the purpose of receiving reports of a public safety nature from the public.
- D. E911 Service is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. UT-92/247

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By G. A. Walker, Vice President

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Original Sheet 81-20

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- E. The Company does not answer and forward 911 calls, but furnishes the use of its facilities to enable the E911 customer's personnel to respond to such calls.
- F. The E911 customer may use reverse search of the Automatic Location Identification data base only to secure information about lines from which 911 calls have been placed but the connection has been lost. Reverse search shall not be used from criminal or legal investigations or other non-emergency purposes.
- G. E911 Service is not subject to the "temporary suspension" provision of the General Exchange Tariffs by the customer or the Company.
- H. E911 information consisting of the names, addresses, and telephone numbers of Company customers whose listings are not published in directories or listed in directory assistance offices is confidential. Should an E911 customer not take the necessary steps to protect this confidential information, the Company has the right to restrict access to such confidential customer information.

BY AUTH. OF ORDER OF WASH UTILITIES & TRANSPORTATION COMM., DOCKET NO UT-921247

Advice No. 2336T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

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WN U-24
U S WEST COMMUNICATIONS, INC.
EXCHANGE AND NETWORK SERVICES

1st Revision of Sheet 81-21
Cancelling
Original Sheet 81-21

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- I. The E911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the calling party's location may be furnished in connection with a call to 911.
- J. Default Routing and End Office identification in the form of an Emergency Service Central Office (ESCO) code will be provided in lieu of Selective Routing and Automatic Number Identification (ANI) for E911 systems served from central offices not equipped to transmit ANI. Default Routing tables will be mutually negotiated between the customers and the Company.
- K. End Office identification is provided in lieu of Automatic Number Identification/Automatic Location Identification on calls placed from four-party or eight-party lines and cellular phones.
- L. The Company's entire liability to any person for interruption or failure of E911 Service and Private Switch/Automatic Location Identification (PS/ALI) shall be limited to the terms set forth in this schedule and other schedules of this tariff. (C) (C)
- M. The Company shall not be liable for civil damages caused by an act or omission of the Company, its employees or agents in the design, development, installation, maintenance or provision of consolidated 911, enhanced 911 emergency communications systems or services, or PS/ALI, other than an act or omission constituting gross negligence or wanton or willful misconduct. (T) (C)

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. *UT-921249*

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EXCHANGE AND NETWORK SERVICES

1st Revision of Sheet 81-22
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Original Sheet 81-22

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- N. The 911 Jurisdiction agrees to indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of person or persons, caused or claimed to be caused by the acts or omissions of the 911 Jurisdiction and its operation or use of the E911 Service or Private Switch/Automatic Location Identification. (C)
(C)
- O. The E911 customer will make arrangements to relay or transfer all 911 calls that originate from telephones served by central offices in the E911 Service Area whether or not the calling telephone is situated on property within the geographical boundaries of the E911 customer's public safety jurisdiction. The Company will provide the customer with central office boundary identifications and make a good faith effort to notify customers of changes.
- P. Application for E911 Service must be executed in writing by each E911 customer. If application for service is made by an agent, the Company must be provided, in writing, with satisfactory proof of appointment of the agent by the E911 customer.

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Original Sheet 81-23

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- Q. The conditions set forth in this tariff shall be consistent with any standard rules that may be adopted by the Emergency Management Division of the Department of Community Development and the Washington Utilities and Transportation Commission. The Company reserves the right to revise rates if a change is caused by the rules or standards that affects the cost of providing service.

The E911 customer must furnish the Company its agreement to the following terms and conditions:

1. All 911 calls will be answered on a twenty-four hour day, seven-day week, fifty-two weeks per year basis.
2. The E911 customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
3. The E911 customer will provide Customer Premises Equipment (CPE) with a capacity adequate to handle the number of incoming circuits necessary to provide P.01 Grade of Service. It is the E911 customer's responsibility to ensure the CPE selected is compatible with the service furnished by the Company.
4. Prior to any dispatch, the E911 customer will attempt, where feasible, to verify the location of the incident with the caller.

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Original Sheet 81-24

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

R. When the Selective Routing feature is provided, the E911 customer is responsible for identifying primary and secondary Public Safety Answering Point (PSAP) locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 Service Area. A range of Emergency Service Numbers (ESNs) will be provided by the Company. Prior to the effective date of service, the E911 customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 Service Area. These ESNs will be programmed into the Automatic Location Identification/Data Management System and loaded on the Tandem to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling calls from each telephone in the E911 Service Area. The following terms define the E911 customer's responsibility in providing this information:

- After establishment of service, it is the E911 customer's responsibility to continue to verify the accuracy of the routing information contained in the Master Street Address Guide and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.

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Original Sheet 81-25

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- S. When the Selective Routing feature is provided, the following conditions define the Company's responsibilities for file management:
1. Coordinate with the E911 customer and other telephone companies (that are part of Company-provided system) to establish specific implementation schedules and roles for successful installation.
 2. Consult with the E911 customer on design of Master Street Address Guide (MSAG) and Emergency Service Zones. Provide training and written documentation to the E911 customer and other telephone companies' appointed MSAG coordinator on file development.
 3. A range of Emergency Service Numbers will be provided to the E911 customer by the Company.
 4. Build and maintain MSAG file in concert with the E911 customer and other telephone companies utilizing National Emergency Number Association recommended standards and U.S. Postal Service addressing standards. All files will be compliant and updated by 1995.
 5. Establish and implement with the E911 customer and other telephone companies the process for ongoing MSAG updates. Routine MSAG changes on Company controlled files will be processed within one business day from time of receipt. E911 customer requested special large volume changes and annexations, may require more than one business day and may result in additional charges.
 6. Company will provide a method of verifying all properly received updates to the MSAG showing each change, deletion and addition to the MSAG within five business days.

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Original Sheet 81-26

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

- S. When the Selective Routing feature is provided, the following conditions define the Company's responsibilities for file management: - (Cont'd)
7. The Company will staff the data base with trained personnel to receive Master Street Address Guide (MSAG) updates from the E911 customer until 5:00 p.m. Pacific time each business day.
 8. Provide initial development and load of selective routing tables into the U S WEST Communications Control Office/Tandem. Update routing tables each business day as required.
 9. A complete MSAG file will be provided on a quarterly basis to each E911 customer, up to a maximum of one copy per Public Safety Answering Point in one medium of their choice or one copy each of two mediums. Mediums available for distribution of MSAG are paper, magnetic tape or floppy diskette. Any E911 customer request for distribution in excess of the standard quarterly distribution, to include a mix of mediums, may result in additional charges.
 10. Each telephone company will receive one copy of the MSAG file in the medium of their choice on a quarterly basis.
 11. The timing of any company initiated MSAG changes impacting the E911 customer or other telephone companies will be negotiated prior to implementation.

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Original Sheet 81-27

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- T. When the Automatic Location Identification (ALI) feature is provided, the following conditions define the Company's responsibilities for data base management:
1. Coordinate the building and maintenance of the subscriber record (ALI) data base to include U S WEST and other telephone company subscriber records as appropriate.
 2. When receiving data from other telephone companies, supply technical support for data transmission problems.
 3. Establish and implement with the E911 customer the process for ongoing Automatic Number Identification/
Automatic Location Identification (ANI/ALI) inquiries. Any ANI/ALI inquiries will be resolved within five business days of receipt.
 4. Supply, operate, monitor and maintain an E911 Automatic Location Identification/Data Management System (hardware and software) that is operational twenty-four hours a day, seven days a week for data retrieval.
 5. Provide complete back-up of all subscriber record files on-line at all times.
 6. Average timing for ALI response is not to exceed two seconds until the first character is displayed.
 7. Provide other telephone companies a copy of their own subscriber records (ALI) data base file once a year for verification.

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Original Sheet 81-28

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

- T. When the Automatic Location Identification (ALI) feature is provided, the following conditions define the Company's responsibilities for data base management: - (Cont'd)
8. Store an audit trail of ALI retrievals for a minimum of one month and provide a monthly ALI retrieval activity report to the E911 customer.
 9. The Company will staff the data base operations with trained data base personnel until 5:00 p.m. Pacific time each business day.
 10. Based on a measurement of ALI retrievals compared to ALI errors identified at the Public Safety Answering Point as a result of 911 calls, the Company will maintain a level of 97% data base accuracy. Accuracy for data originating from a source other than the Company will be the responsibility of the originator. Foreign exchange service where the NXX is outside the system may not be accurately displayed or routed.
 11. Service order updates will be reflected in the 911 computers within one business day of posting an order completion to the Company's master customer records data base.
- U. The Company shall not be required to provide E911 Service to less than an entire Central Office Serving Area.

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Original Sheet 81-29

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- V. The rates charged for E911 Transport Service include normal Public Switched Telephone Network monitoring of facilities to discover errors, defects, and malfunctions in the network, but do not include any additional monitoring. If available, at the request of the E911 customer, the Company will provide additional inspection and monitoring of facilities for an additional charge. The E911 customer and the Company shall promptly notify each other in the event the system is not functioning properly.
- W. All E911 customers must purchase facilities to maintain a minimum of P.01 Grade of Service. In all situations, a minimum of two circuits will be required to connect each End Office in the E911 system to the E911 Control Office and/or to the Public Safety Answering Point (PSAP) Serving Central Office.
 - . The Company will provide quarterly traffic studies to aid the E911 customer in maintaining P.01 Grade of Service for transport provided by the Company.
- X. Where company facilities permit, the E911 customer can request route diversification and redundancy of any or all interoffice and/or local facility routes. Additional charges for any new construction and provisioning to provide route diversity at the customer's request will be the responsibility of the E911 customer and will be assessed on an individual case basis.
- Y. When the U S WEST Communications, Inc. Automatic Location Identification service feature is provided, two data circuits will be required to connect each PSAP Serving Central Office in the E911 Service Area to the Node.

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

- Z. Secondary PSAPs that are not equipped to display Automatic Number Identification on compatible customer premises equipment must receive calls on a transfer basis over the public switched telephone network unless the customer subscribes to additional E911 Transport Service.
- AA. E911 Service is offered subject to availability of facilities.
- BB. One Node Port is required per Public Safety Answering Point served.
- CC. When the U S WEST Communications, Inc. Selective Routing (SR) feature is purchased, the E911 customer must also purchase SR "In" and "Out" trunks.
- DD. Definitions and conditions outlined in WN U-20, Private Line Transport Services apply to E911 Transport Service, unless otherwise specified within this Schedule.
- EE. The Company will provide one type of 911 service per central office, either basic or enhanced, but not both.
- FF. The Selective Routing feature of PS/ALI will be limited to the E911 Serving Area in which the PBX is located as well as the E911 system's Selective Routing pattern, as prescribed by the E911 customer. (N)
- GG. In a Private Switch/Automatic Location Identification (PS/ALI) service application, the Private Branch Exchange owner/operator (or Centrex/CENTRON customer) must meet the following requirements:
1. The PS/ALI customer must indicate in writing that the E911 customer has agreed to any potential changes in calling patterns or volumes resulting from the implementation of PS/ALI. (N)

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Original Sheet 81-30.1

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

GG. In a Private Switch/Automatic Location Identification (PS/ALI) service application, the Private Branch Exchange (PBX) owner/operator (or Centrex/CENTRON customer) must meet the following requirements: - (Cont'd)

2. Provide a single point of contact and written documentation to the Company stating that the E911 customer or its affected Public Safety Answering Points will:
 - accept and dispatch calls for those PBX/CENTRON stations,
 - assign appropriate Emergency Service Numbers, and
 - provide any Master Street Address Guide additions or modifications that are required.
3. Provide full seven-digit Automatic Number Identification (ANI) for every station within the PBX. This information must be approved by the Company prior to implementation to assure that no conflict exists between the PBX numbering plan and the Company's overall numbering plan.
4. PBX ANI multifrequency signaling must conform to the specifications outlined in Technical Publication 77338, USWC Enhanced 911 for Private Switch/Automatic Location Identification Service Network Interface Specification.
5. Create, maintain and forward to the Company, current telephone number and address data in the format specified by the U S WEST Communications Private Switch/Automatic Location Identification User's Manual at the time intervals mutually agreed upon by the Company and the PS/ALI customer.

(N)

(N)

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Original Sheet 81-30.2

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

GG. In a Private Switch/Automatic Location Identification (PS/ALI) service application, the Private Branch Exchange (PBX) owner/operator (or Centrex/CENTRON customer) must meet the following requirements: - (Cont'd)

6. Configure PBX to connect at least two dedicated voice grade trunks, recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to this dedicated trunk group without overflowing calls to any other access facility in the PBX. Each system must maintain a P.01 Grade of Service or better for 911 call processing.
7. Develop and implement methods and procedures to prevent the use or misuse of the voice grade trunks for other than E911 telecommunications service. Misuse or abuse of the E911 PS/ALI trunk may result in disconnection of the service in addition to any remedies at law or equity including reimbursement of charges or other expenses associated with the misuse or abuse.
8. Order a minimum of two dedicated 911 trunks to the E911 Control Office (Tandem) for each PBX.
9. Use personal computer hardware and software (or PC equivalent hardware and software) for ongoing customer record update programs and processes, that conform to the specifications outlined in the U S WEST Communications Private Switch/Automatic Location Identification User's Manual.

(N)

(N)

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Original Sheet 81-31

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

A. General

1. The maximum charge per line per month for E911 Service is \$.25. The Company will offer E911 Service for a maximum of \$.25 per line per month to any community in which it offers local service. In addition, nonrecurring charges associated with initial installation of a new E911 Service within U S WEST Communication (USWC) exchanges are not applicable.
2. Nonrecurring charges specified in Schedule 2 may apply, as appropriate, in addition to the rates and charges specified in paragraphs following.
3. The calling party is not charged for calls placed to the 911 number.
4. When a call is transferred from a primary Public Safety Answering Point (PSAP) and toll charges are applicable, the charges are billed to the primary PSAP according to rates applicable from the rate center in which the E911 Control Office providing the transfer resides to the rate center where the transfer terminates.
5. The rates and charges contained herein apply to services provided within USWC. Additional charges rendered by other local exchange carriers in connection with the provisioning of this service to the E911 customer will also apply.

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

A. General - (Cont'd)

6. The rates and charges for E911 Service are based upon utilizing National Emergency Number Association recommended standards and U.S. Postal Service addressing standards in populating the Data Management System (DMS). Addressing not in this format will result in errors that must be manually corrected. After manual review by the customer, and confirmation that no alternative addressing is available, U S WEST will load Rural Route, P.O. Boxes, and etc., existing in our telephone customer records, into the DMS for no additional charges. Should there be a need for additional manual data base work to be performed by U S WEST, additional charges could apply, and will be calculated on an individual case basis.
7. Tie lines, extension lines and other such channels connecting a Public Safety Answering Point to various agencies such as police, fire or ambulance service, are provided at established rates for such channels and facilities specified in the Exchange and Network Services (WN U-24) and Private Line Transport Services (WN U-22) tariffs.

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WN U-24
U S WEST COMMUNICATIONS, INC.
EXCHANGE AND NETWORK SERVICES

Original Sheet 81-33

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
B. E911 Transport Service			
1. Service Provisioning, initial installation per circuit			
- Voice	-	\$299.67	-
- Data	-	301.26	-
2. Service Provisioning, subsequent installation per circuit			
- Voice	-	114.27	-
- Data	-	114.27	-
3. Network Access Channel			
- two-wire, per channel	XCD2X	-	\$ 7.84
- four-wire, per channel	XCD4X	-	15.67
4. Channel Performance			
- Voice Grade 33 Reverse Battery Signaling	CE91X	118.01	4.69
- Voice Grade 36 Basic Performance Plus Data Stream	CE9LX	126.45	12.74

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EXCHANGE AND NETWORK SERVICES

Original Sheet 81-34

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

B. 911 Transport Service - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
5. Transport Mileage, per mileage band			
<u>MILEAGE BANDS</u>			
. over 0 to 8			
- fixed	XU9E3	\$68.71	\$20.88
- per mile	XE9EC	-	.10
. over 8 to 25			
- fixed	XU9E4	68.71	20.90
- per mile	XE9ED	-	.14
. over 25 to 50			
- fixed	XU9E5	68.71	21.12
- per mile	XE9EE	-	.13
. over 50			
- fixed	XU9E6	68.71	22.10
- per mile	XE9EF	-	.14

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

C. Service Features

1. Customers must purchase Automatic Number Identification when purchasing Selective Routing (SR) or Automatic Location Identification.
2. Where two jurisdictions are served by one central office, each jurisdiction may select a different feature combination as long as SR is one of the features.
3. The following standard features are included with SR:
 - a. Default Routing
 - b. Alternate Routing
 - c. Speed Calling
 - d. Fixed, Manual, and Selective Transfer Arrangements
4. Forced disconnect is standard with each of the service features.

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

C. Service Features - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
5. Automatic Number Identification			
- per trunk[1]	D98	\$827.99	\$16.83
6. Tandem (non-SR) (USWC and non-USWC)			
- per 100 access lines[2]	E8M	27.69	.23
- per "in" trunk	TX81X	511.26	33.16
- per "out" trunk	TX8OX	324.17	36.90

[1] Monthly rate includes the quarterly traffic study reports.

[2] Rounded to nearest 100 access lines (excluding all types of Wide Area Telecommunications Service terminations). This count is based upon the maximum number of access lines in service in the E911 Service Area during the most current twelve-month period at the time service is established. This number will be based upon an annual review using the Detailed Access Forecast 6 - Central Office Equipment report to update the provider's billing on a date to be negotiated with the E911 customer.

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

C. Service Features - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
7. Selective Routing (SR) (USWC Exchanges)			
- per 100 access lines[1]	9RT	\$ 71.96	\$ 7.87
- SR per incoming trunk[2]	SR61X	511.26	33.16
- SR per outgoing trunk[3]	SR60X	324.17	36.90
8. SR (non-USWC Exchanges)			
- per 100 records[1]	9RW	66.67	5.35
- SR per incoming trunk[2]	SJ61X	511.26	33.16
- SR per outgoing trunk[3]	SJ60X	324.17	36.90

[1] Rounded to nearest 100 access lines/records (excluding all types of Wide Area Telecommunications Service terminations). This count is based upon the maximum number of access lines/records in service in the E911 Service Area during the most current twelve-month period at the time service is established. This number will be based upon an annual review to update the provider's billing.

[2] The rates and charges are for terminating each individual incoming trunk into the tandem from a central office.

[3] The rates and charges are for terminating each individual outgoing trunk of the 911 tandem to a PSAP or to another tandem.

Advice No. 2336T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. 47-921247

Effective: ~~December 1, 1992~~

November 5, 1992



Original Sheet 81-38

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

C. Service Features - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
9. Automatic Location Identification (ALI) (USWC Exchanges)			
- per 100 access lines[1]	ELB	\$44.27	\$7.64
10. ALI (non-USWC Exchanges)			
- per 100 records[1]	EJ8	38.98	5.11
11. Combined ALI and SR (USWC Exchanges)			
- per 100 access lines[1]	ER2	72.26	7.87
12. Combined ALI and SR (non-USWC Exchanges)			
- per 100 records[1]	EH2	66.98	5.35

[1] Rounded to nearest 100 access lines/records (excluding all types of Wide Area Telecommunications Service terminations). This count is based upon the maximum number of access lines/records in service in the E911 Service Area during the most current twelve-month period at the time service is established. This number will be based upon an annual review to update the provider's billing.

Advice No. 2336T
Issued: October 28, 1992
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By G. A. Walker, Vice President

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. 47-921247

Effective: ~~December 1, 1992~~

November 5, 1992



1st Revision of Sheet 81-39
Cancelling
Original Sheet 81-39

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

D. Private Switch/Automatic Location Identification (PS/ALI)

(N)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
1. Service Provisioning			
- first circuit installed	SCH	\$299.67	-
- each additional circuit	SCHAX	114.27	-
2. Automatic Location Identification (ALI)			
- per 1,000 records[1,2]	9DM	373.42	\$51.94
3. Combined ALI and Selective Routing,			
- per 1,000 records[1,2]	9DW	373.42	51.94
- Selective Routing per incoming trunk	SZ61X	409.14	40.92
4. Selective Routing only			
- per 1,000 records[1,2]	9D2	373.42	51.94
- per incoming trunk	SZ61X	409.14	40.92

(N)

(K)

[1] Rates and charges apply to a minimum of 1,000 records. Rates and charges also apply to each additional 1,000 records, or fraction of 1,000 records. Record count will be reviewed annually to update billing.

(N)

[2] Customers with multiple private switches may consolidate for purposes of record count if they have single point of contact for the data interface.

(N)

(K)

(K) Material omitted now appears on Sheet 81-42.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. 47-921249

Advice No. 2337T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

Effective: November 5, 1992
~~December 1, 1992~~



SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

D. Private Switch/Automatic Location Identification (PS/ALI) -
(Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
5. Network Access Channel			
- two-wire, per channel	XCD2D	-	\$ 7.84
- four-wire, per channel	XCD4D	-	15.67
6. Channel Performance			
- Voice Grade 33 Reverse Battery Signaling	CE92X	\$118.01	4.69
- Voice Grade 33 E&M Signaling	CE94X	134.59	23.26

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. *UT-921249*

Advice No. 2337T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

November 5, 1992
Effective: ~~December 1, 1992~~



SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

D. Private Switch/Automatic Location Identification (PS/ALI) -
(Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
7. Transport Mileage, per mileage band			
<u>MILEAGE BANDS PER CIRCUIT</u>			
. over 0 to 8			
- fixed	XU9D3	\$71.32	\$20.88
- per mile	XE9DC	-	.10
. over 8 to 25			
- fixed	XU9D4	71.32	20.90
- per mile	XE9DD	-	.14
. over 25 to 50			
- fixed	XU9D5	71.32	21.12
- per mile	XE9DE	-	.13
. over 50			
- fixed	XU9D6	71.32	22.10
- per mile	XE9DF	-	.14

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO UT-921249

Advice No. 2337T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

Effective: November 5, 1992
~~December 1, 1992~~



WN U-24
U S WEST COMMUNICATIONS, INC.
EXCHANGE AND NETWORK SERVICES

Original Sheet 81-42

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>	
E.. Node Port[1]				(T)(M)
- per Public Safety Answering Point	NOP	\$1,442.82	\$237.07	
F. Customer Specific Automatic Location Identification/Data Management System Addressing and Correction	-	ICB	ICB	(T)
G. Additional Monitoring/ Inspections	-	ICB	ICB	(T)
H. Diversity and Redundancy	-	ICB	ICB	(T)(M)

[1] Charges for Node Port are waived as a result of shared revenue. (M)

(M) Material formerly appeared on Sheet 81-39.

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. 47-921249

Advice No. 2337T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

Effective: *November 5, 1992*
~~December 1, 1992~~



U S WEST ENHANCED 9-1-1 SERVICE AGREEMENT

This is an Agreement between King County ("CUSTOMER") and U S WEST Communications, Inc. ("USWC"), for the provision of U S WEST Enhanced 911 (E911) Service ("Service").

1. SCOPE.

- a. USWC shall provide and CUSTOMER shall pay for Service. Service to be provided under this Agreement is a telecommunications exchange service which routes 9-1-1 dialed calls to a Customer designated Public Safety Answering Point (PSAP). The number "9-1-1" is intended as a universal emergency telephone number which provides the public direct access to a PSAP. A PSAP is an agency authorized to receive and respond to emergency calls. One or more PSAPs may be required for any given municipality or metropolitan area. PSAPs are designated by the CUSTOMER and specified in Attachment(s) to this Agreement. Service includes USWC network facilities necessary for the answering, transferring, and forced disconnect of emergency 9-1-1 calls originated by persons within the servicing area(s). USWC does not answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the CUSTOMER'S E9-1-1 personnel to respond to such calls. The Service provided under this Agreement will include the Automatic Number Identification (ANI), Automatic Location Identification (ALI) and Selective Routing (SR) features.
- b. USWC shall not provide service to less than an entire central office service area. Service does not include facilities provided by independent telephone companies and/or Competitive Local Exchange Carrier ("CLEC").
- c. USWC shall provide Service up to the Standard Network Interface ("SNI") for each of the service locations at CUSTOMER's location(s). The SNI is that location where USWC's protected network facilities end and CUSTOMER's inside wire or network begins. USWC provides Service in accordance with the applicable Tariff, Price List, and/or Catalog ("Tariff") and shall be consistent with applicable state statutes, which govern Service in the state of Washington, and are incorporated herein by this reference. Any conflict between this Agreement and the Tariff will be resolved in favor of the Tariff.
- d. CUSTOMER shall use the E911 database provided by USWC only for answering and responding to E911 calls. CUSTOMER shall be responsible for ensuring that each PSAP shall also use the E911 database as prescribed herein. Any other use of the database will result in immediate termination of Service.
- e. USWC will be responsible for evaluating changing technologies and will make recommendations for enhancements to the current E911 system.
- f. USWC shall register with the National Emergency Number Association (NENA) to obtain a Company Identifier which shall be included in USWC's ALI database for display at the PSAP.



- g. USWC ACCEPTS NO RESPONSIBILITY FOR OBTAINING OR FOR THE ACCURACY OF SUBSCRIBER, STATION, OR END-USER RECORD INFORMATION RECEIVED FROM INDEPENDENT TELEPHONE COMPANIES, CLECS, OR PRIVATE TELECOMMUNICATIONS SYSTEMS, SUCH AS PBX OR SHARED TENANT SERVICES.

2. **TERM.** The term of this Agreement shall be for a period of five (5) years, commencing on the date of the latest signature on this Agreement, unless terminated earlier in accordance with Section 6.

3. **CHARGES AND BILLING.**

- a. CUSTOMER shall be billed the Tariff rates in effect for all Service monthly rate elements. These charges do not include applicable taxes imposed by law. USWC reserves the right to revise rates if a change in the statutes or administrative rules affects the cost of providing Service. USWC will promptly notify CUSTOMER of all planned rate changes specific to 911 caused by changes in existing law, but in no event shall CUSTOMER receive less than thirty (30) days notice of changes. CUSTOMER shall pay each bill in full by the payment due date on each bill. Where permitted by law, late payment charges shall be assessed according to Tariff, or law. Late charges shall not apply if USWC does not issue the bill in a timely manner. The charges for Services under this Agreement, including any and all discounts to which CUSTOMER may be entitled, will be offered and charged to CUSTOMER independently from and regardless of the CUSTOMER's purchase of any customer premises equipment or enhanced services from USWC.
- b. Provision of Service under this Agreement may involve independent telephone company territories. Charges for Service only include Service provided within USWC territory up to the meet point of the independent telephone company and/or CLEC. Other charges which involve work performed by the independent telephone company and/or CLEC will be in addition to USWC's charges and will be negotiated separately between CUSTOMER and the independent telephone company and/or CLEC.
- c. CUSTOMER may add Service under this Agreement at the Tariff rates and charges in effect at the time of the addition(s).
- d. USWC shall remit the 911 excise tax on switched access lines to CUSTOMER as authorized by King County Ordinance No. 11589.

4. **REPAIR/MAINTENANCE.**

- a. Service network repair and maintenance will be done in accordance with the Washington State Quality of Service Rules as outlined in WAC 480-120-520 and the applicable Tariff; major outage and Service interruptions. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. Services shall be restored within twelve hours unless conditions beyond the USWC's control prevent Service restoration.
- b. USWC shall offer CUSTOMER end-to-end E911 System Repair and Maintenance Service twenty-four (24) hours, seven (7) days a week. This Repair and Maintenance Service shall be accessible to CUSTOMER by calling the 800 Toll Free number referenced above in Section 4. USWC shall include and secure CUSTOMER's involvement and written concurrence regarding changes in the E911 Repair and Maintenance Service.



5. **TERMINATION.** If either party refuses or fails to perform its obligations under this Agreement, such refusal or failure shall constitute default and, in such event, written notice shall be given to remedy such default. Should the defaulting party fail to cure such default within 30 calendar days from date of such notice, the offended party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part. Either party may terminate this Agreement by providing the other party thirty (30) days written notice of termination. In the event either party elects to terminate this Agreement based on default or non-compliance in whole or in part, termination shall be effected by delivery of a Notice of Termination by "Certified" mail, return receipt requested, to the other party specifying the extent to which the Agreement is terminated, the reasons for such termination and the date upon which such termination becomes effective.

Neither party shall be considered to be in default in the performance of any of its obligations under this Agreement resulting from any delay or failure to perform arising out of causes beyond the party's control, such causes may include, but are not limited to, acts of God, acts of the elements, fire, wind, flood, explosion, strikes or acts of civil authorities.

6. **NON-APPROPRIATIONS.** The CUSTOMER intends to continue each Service placed under this Agreement for the entire term and to satisfy its obligations hereunder. The CUSTOMER shall continue to include in its budget request for each fiscal period appropriations or limitations sufficient to cover the CUSTOMER's obligations under this Agreement and will use all reasonable and lawful means to secure the appropriation of funds sufficient to make the payments becoming due in that fiscal period and shall not use nonappropriation as a means of terminating this Agreement in order to acquire functionally equivalent service from a third party. The CUSTOMER reasonably believes that monies in amounts sufficient to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Agreement, the CUSTOMER may, upon written notice to USWC, terminate this Agreement in whole or in part. Such termination shall be in addition to the CUSTOMER's rights to terminate for default.

In accordance with King County Ordinance 12045, Section 23, payment shall not exceed the appropriation for the year in which termination is effected if the Agreement is terminated for non-appropriation:

- (1) The CUSTOMER will be liable only for payment in accordance with the terms of this Agreement for Services rendered prior to the effective date of termination; and
- (2) USWC shall be released from any obligation to provide further Services pursuant to this Agreement as are affected by the termination.

Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, this Agreement will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

7. **LIMITATION OF LIABILITY.** USWC's liability for claims in connection with or arising from the provision of Services under this Agreement is limited as set forth in this Agreement. Under no circumstances shall USWC's total aggregate liability exceed the value of the affected Service from which any such claim may arise. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN NO EVENT SHALL EITHER PARTY, ITS AGENTS, OR EMPLOYEES BE

LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUES, REGARDLESS OF THE THEORY UPON WHICH ACTION WAS BASED. EXCEPT AS PROVIDED IN SECTION 8, ANY USWC LIABILITY TO COUNTY UNDER THIS AGREEMENT IS LIMITED, IN AMOUNT, TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, AS DEFINED IN THE APPLICABLE TARIFF.

8. **INDEMNITY.** Both parties to this Agreement shall indemnify, defend, and hold harmless the other party, with respect to any injuries to persons and/or property damages, losses, awards of damages or court actions arising from Service(s) under this Agreement, to the extent that the indemnifying party is liable or responsible for said claims, losses, damages or court actions. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification shall promptly notify the other party of the claim and, when known, the facts constituting the basis for such claim. In the event that one party to this Agreement disputes the other party's right to indemnification hereunder, the party disputing indemnification shall promptly notify the other party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to costs and attorneys' fees. PROVIDED, HOWEVER, THAT NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, OR LOSS OF INFORMATION OR DATA.
9. **NO WARRANTIES.** EXCEPT AS PROVIDED FOR IN SECTION 10 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF USWC INTEGRATES ANY RECORDS PROVIDED TO USWC BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S E911 DATA, USWC MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER.
10. **YEAR 2000 COMPLIANCE.** An information system is year 2000 compliant when the system is able to accurately process date data – including, but not limited to, calculating, comparing, and sequencing – from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

USWC warrants and represents that the computer equipment, software and systems, individually and in combination, as provided by USWC under this Agreement, shall be year 2000 compliant, when used in accordance with the documentation supplied by USWC. USWC further represents and warrants that any upgrades, modifications, customizations or new versions of the computer equipment, software and systems, individually and in combination, shall be year 2000 compliant, when used in accordance with the documentation supplied by USWC. In the event that such date data errors cannot be cured, as determined by USWC, USWC shall provide CUSTOMER with an out-of-service credit as defined in the applicable Tariff. The remedies described in this paragraph shall be the sole and exclusive remedies of CUSTOMER for breach of the foregoing warranty.
11. **UNCONTROLLABLE CONDITIONS.** Neither party will be deemed in default of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.



12. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent. This Agreement shall be governed by the laws of the state where Service is provided.

13. **DISPUTE RESOLUTION.**

- a. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, may be resolved by mediation or arbitration.
- b. The arbitrator's decision may be entered in any court having jurisdiction thereof, by agreement of the parties.
- c. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

14. **GENERAL PROVISIONS.**

- a. Neither party will assign this Agreement without the express written consent of the other party, which shall not be unreasonably withheld.
- b. This Agreement constitutes the entire understanding between CUSTOMER and USWC with respect to Service provided herein and supersedes any prior agreements or understandings. The parties agree that the Master Agreement No. MM0069 between USWC and CUSTOMER shall not be used to interpret the terms and conditions of this Agreement.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

King County

Authorized Signature

CYRIL V. WHITNEY

Name Typed or Printed

DIRECTOR, DIAS

Title

12-22-98

Date

Address for Notices

U S WEST Communications, Inc.

Authorized Signature

Susan B. Parks

Name Typed or Printed

Vice President & General Manager-
Business Enterprise Solutions

Title

December 17, 1998

Date

Address for Notices

Approved as to form only: Marcine Anderson
July 16, 1998/MAC/King County.E-911
AdminTrack # CDS-980715-0163/EG
12/21/98

Primary PSAPs:

Bellevue PD
16100 NE 8th
Bellevue, WA 98004

Bothell PD
18916 North Creek Pkwy #103
Bothell, WA 98011

Enumclaw PD
1705 Wells
Enumclaw, WA 98022

Issaquah PD
135 E Sunset Way
Issaquah, WA 98027

King County Dept. of Public Safety
516 3rd Ave.
Seattle, WA 98104

Kirkland PD
123 5th Ave.
Kirkland, WA 98033

Mercer Island PD
9611 SE 36th
Mercer Island, WA 98040

Port of Seattle PD
17801 Pacific Highway South
Main Terminal Bldg., Room 219
Seattle, WA 98188

Redmond PD
8701 160th Ave. NE
Redmond, WA 98052

Seattle PD
610 3rd Ave.
Seattle, WA 98104

South County Communications
KCFD #39
31617 1st Ave. S
Federal Way, WA 98003

University of Washington PD
1117 NE Boat
Seattle, WA 98105

Valley-COM
23807 98th Ave. S
Kent, WA 98301

Washington State Patrol
2803 156th SE
Bellevue, WA 98007

Secondary PSAPS

KCFD #13
10020 SW Banks Rd.
Vashon, WA 98070

Lake Forest Park PD
17711 Ballinger Way NE
Seattle, WA 98155

Port of Seattle FD
17801 Pacific Highway S
Central Control
Seattle, WA 98158

Seattle FD
2318 4th Ave.
Seattle, WA 98121



ATTACHMENT 2

Charges for Service:

Recurring:	\$134,268.90
Non-recurring:	\$275,096.23

This account will true-up during July each year over the life of the Agreement. The above charge is a reflection of the true-up process from the previous Agreement.



ATTACHMENT 3

USWC REPAIR CENTER. The USWC Toll Free number for its E911 Repair Center is 800-357-0911 which is to be used by the CUSTOMER in the event of an E911 Service failure.



CONTRACT AMENDMENT

Page 1 of 1

PROJECT NAME: E9-1-1 Service Agreement CONTRACT NUMBER: M10135M
AGENCY/CONTRACTOR: US WEST Communications, Inc. DATE ENTERED: December 22, 1998
AMENDMENT #: 1
ADDRESS: 1999 Broadway, 11th Floor DATE ENTERED:
Denver, CO 80202

AMENDMENT REQUESTED BY:

E-911 Program Office
ORGANIZATION

Marlys Davis
NAME

AMENDMENT EFFECTS:

<input checked="" type="checkbox"/> Scope of Services	<input type="checkbox"/> Method of Payment
<input checked="" type="checkbox"/> Time of Performance	<input type="checkbox"/> Reliance
<input type="checkbox"/> Compensation	<input type="checkbox"/> Terms and Conditions
<input type="checkbox"/> Results of Services	<input checked="" type="checkbox"/> Other

Paragraph 2 of US West Enhanced 9-1-1 Service Agreement No. M10135M is amended to extend the term of the Agreement for a period of three (3) years. The end date will change from December 22, 2003 to December 22, 2006.

Pursuant to paragraph 14.a. of US West Enhanced 9-1-1 Service Agreement No. M10135M, "Neither party will assign this Agreement without the express written consent of the other party, which shall not be unreasonably withheld."

WHEREAS, U S West, Inc, a Delaware Corporation ("U S West") and Qwest Communications International, Inc., a Delaware corporation ("Qwest"), entered into an Agreement and Plan of Merger, dated July 18, 1999 (the "Merger Agreement"), with effective date June 30, 2000 (the "Effective Date") providing for, the merger of Qwest and U S West, (the "Merger") with Qwest as the surviving corporation; and

WHEREAS, Contractor was, prior to the Effective Date, a wholly owned subsidiary of U S West, Inc. known as U S West Communications, Inc.; and

WHEREAS, as of the Effective Date, all the property, rights, privileges, powers and franchises of U S West continued or vested in Qwest, and all debts, liabilities and duties of U S West continued or became, the debts, liabilities and duties of Qwest; and

WHEREAS, Contractor is now a wholly owned subsidiary of Qwest Communications International Inc.; and

WHEREAS, pursuant to the laws in effect in its state of incorporation, Contractor, has changed its name to Qwest Corporation

NOW THEREFORE, King County and Contractor agree to amend the Contract as follows as follows:

1. King County and Contractor agree that Contractor, formerly known as U S West Communications, Inc., is now known as Qwest Corporation.
2. This amendment accomplishes a change of corporate name only and all rights and obligations of King County and of the Contractor under the Contract are unaffected by this change.



AMENDMENT 2
TO THE
QWEST ENHANCED 9-1-1 SERVICE AGREEMENT
BETWEEN
KING COUNTY
AND
QWEST CORPORATION

This Amendment Two ("Amendment Two") by and between **King County** ("Customer") and **Qwest Corporation** ("Qwest") hereby enter into this Amendment Two to the Qwest Enhanced 9-1-1 Service Agreement, Agreement Number: CDS-980715-0163 ("Underlying Agreement"), under which Qwest provides Enhanced 911 ("E911") telecommunications exchange Service ("Service") which routes 9-1-1 dialed calls to a Customer designated Public Safety Answering Point ("PSAP").

1. **Purpose of this Amendment Two.** Customer and Qwest desire to modify the Underlying Agreement to add Attachment 4, Dual Tandem.

2. **Modifications.**

2.1. Modify the Underlying Agreement to add a new Attachment 4, Dual Tandem, to the Underlying Agreement.

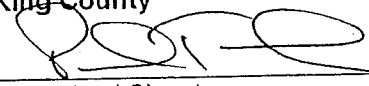
3. **Terms and Conditions.**

3.1. Except as expressly modified by this Amendment Two, the Underlying Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of Customer and Qwest. In the event the terms of this Amendment Two conflict with the terms of the Underlying Agreement, the terms of this Amendment Two shall control.

3.2. This Amendment Two and the Underlying Agreement constitute the complete agreement of the parties concerning the subject matter hereof, and supersedes any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

4. **Execution.** The parties hereby execute and authorize this Amendment Two to the Underlying Agreement as of the latest date shown below.

King County



Authorized Signature

RAUL TANAKA

Name Typed or Printed

CAO

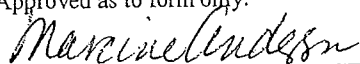
Title

5-22-03

Date

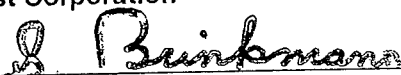
Address for Notices
Marlys Davis
E-911 Program Manager
King County E-911 Program Office
7300 Perimeter Rd. S., Rm 128
Seattle, WA 98108-3848

Approved as to form only:



Date: 5/19/03

Qwest Corporation



Authorized Signature

Stephen Brinkmann

Name Typed or Printed

Director Business Development

Title

04/28/03

Date

Address for Notices
Qwest Corporation
1801 California Street, 38th Floor
Denver, Colorado 80202
Attn: Vice-President Legal Affairs Department,
Commercial Law

Network Pricing:

	<u>Monthly Recurring</u>			<u>Non-Recurring</u>		
	<u>Quan</u>	<u>Each</u>	<u>Total</u>	<u>Quan</u>	<u>Each</u>	<u>Total</u>
EM (from SR to PSAP)						
Service Prov, Init (SCH)	0	\$0.00	\$0	17	\$299.67	\$5,094
Serv Prov, Subseq (SCHAX)	0	\$0.00	\$0	67	\$114.27	\$7,656
Network Acc Chan (XCD2X)	0	\$7.84	\$0	84	\$0.00	\$0
Chan Performance (CE91X)	0	\$4.69	\$0	84	\$118.01	\$9,913
Selec Routing Trunks (SR60X)	0	\$36.90	\$0	84	\$324.17	\$27,230
Mileage-fixed (XU9E4)	0	\$20.88	\$0	84	\$68.71	\$5,772
Mileage-per mile (XE9ED)	0	\$0.14	\$0			
CALC/Misc (9ZR)	0	\$8.33	\$0	84	\$0.00	\$0
TOTAL EM Trunks		<u>\$78.78</u>	<u>\$0</u>		<u>\$924.83</u>	<u>\$55,665</u>

ES (End Off trunks to SR)

	<u>Quan</u>	<u>Each</u>	<u>Total</u>	<u>Quan</u>	<u>Each</u>	<u>Total</u>
Service Prov, Init (SCH)	0	\$0.00	\$0	140	\$299.67	\$41,954
Serv Prov, Subseq (SCHAX)	0	\$0.00	\$0	278	\$114.27	\$31,767
D98 (ANI, per trunk)(Qwest office)	0	\$16.83	\$0	0	\$827.99	\$0
ER2 (combined ALI & SR)	0	\$7.87	\$0	0	\$72.26	\$0
Network Acc Chan (XCD2X)	0	\$7.84	\$0	0	\$0.00	\$0
Chan Performance (CE91X)	0	\$4.69	\$0	368	\$118.01	\$43,428
Selec Routing Trunks (SR61X)	0	\$33.16	\$0	368	\$511.26	\$188,144
Mileage-fixed (XU9E4)	0	\$20.88	\$0	368	\$68.71	\$25,285
Mileage-per mile (XE9ED)	0	\$0.14	\$0			
CALC/Misc (9ZR)	0	\$8.33	\$0	0	\$0.00	\$0
TOTAL ES Trunks		<u>\$99.74</u>	<u>\$0</u>		<u>\$2,012.17</u>	<u>\$330,578</u>

Wireless ES (MSC to Sel Router)

	<u>Quan</u>	<u>Each</u>	<u>Total</u>	<u>Quan</u>	<u>Each</u>	<u>Total</u>
SR/ALI, per trunk port (E8W1X)	0	\$33.16	\$0	50	\$511.26	\$25,563
SR/ALI, feat, per trunk port (E8WEX)*	0	\$5.35	\$0	0	\$66.98	\$0
TOTAL Wireless		<u>\$0.00</u>	<u>\$0</u>			<u>\$25,563</u>

*per 100 subscribers, ALI

Intertandem Trunks

	<u>Quan</u>	<u>Each</u>	<u>Total</u>	<u>Quan</u>	<u>Each</u>	<u>Total</u>
Selec Routing Trunks (SR61X)	96	\$33.16	\$3,183	96	\$511.26	\$49,081
Selec Routing Trunks (SR60X)	96	\$36.90	\$3,542	96	\$324.17	\$31,120
Mileage-fixed (XU9E4)	96	\$20.88	\$2,004	96	\$68.71	\$6,596
Mileage-per mile (XE9ED) (3 miles)	<u>288</u>	<u>\$0.14</u>	<u>\$40</u>			
TOTAL Intertandem (96 trunks)		<u>\$91.08</u>	<u>\$8,771</u>		<u>\$904.14</u>	<u>\$86,797</u>

TOTAL NETWORK (Sea Atwater)\$269.60\$8,771\$3,841.14\$498,603**Pricing Summary****Sea Atwater**

	<u>Recurring</u>	<u>Non-Recurr</u>
Network Trunking	\$8,771	\$498,603
New Atwater Tandem	\$0	\$749,518
Total Atwater	<u>\$8,771</u>	<u>\$1,248,121</u>



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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(T)

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The following blank sheets were canceled and removed from this Section: Advice No. 1014, 1st Revised Sheets 28 through 38;
Effective December 19, 2001, Advice No. 3128, 1st Revised Sheets 13.1 and 26.1; Effective November 2, 2004.

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(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

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(N)

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(T)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(T)

1. General

9-1-1 is the three-digit telephone number designated throughout the United States as the emergency telephone number used by the public to facilitate the reporting of an emergency requiring response by an authorized public safety agency or emergency service provider. (T) (D) (D) (D)

(N)

2. Applicability

This service is applicable to governmental agencies responsible for providing emergency services within the E9-1-1 Service Area. The Company's E9-1-1 Service is limited to the transport of a 9-1-1 call from a caller (end user) to a Public Safety Answering Point (PSAP). (N) (M) (T) (M)

E9-1-1 Service is provided solely for the benefit of the E9-1-1 Customer operating the Public Safety Answering Point (PSAP) to be used to assist the Customer in providing E9-1-1 emergency response service to public safety agencies and the public. The provision of E9-1-1 Service by the Company shall not be interpreted, construed, or regarded as being either expressly or implicitly for the benefit of or creating any Company obligation toward or any right of action on behalf of any third party or legal entity other than the E9-1-1 Customer. The Company's liability shall be as set out in this Tariff and in any other tariffs which may apply to services provided by Company to Customer. (N)

3. Territory

This Service is offered in all areas in Washington covered by the Company's Schedule of Exchange Maps Tariff, WN U-7 where facilities and conditions permit. (N)

(M) Material moved from 2nd Revised Sheet 2.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions

4.1 Acronyms

ALEC	-	Alternate Local Exchange Carrier	(K ¹)
ALI	-	Automatic Location Identification	(K ¹)
ANI	-	Automatic Number Identification	(K ¹)
ATIS	-	Alliance for Telecommunications Industry Solutions	(K ¹)
CAD	-	Computer Aided Dispatch	(K ²)
CAS	-	Call Associated Signaling	(K ²)
CBN	-	Call Back Number	(K ³)
CCS7	-	Common Channel Signaling 7	(K ³)
CLP	-	Competitive Local Provider	(K ³)
CO	-	Central Office	(K ³)
CPE	-	Customer Premises Equipment	(K ³)
CBN	-	Call Back Number	(K ²)
CPN	-	Calling Party Number	(K ²)
DBMS	-	Database Management System	(K ⁴)
DMS	-	Data Management System	(K ⁴)
DID	-	Direct Inward Dial	(K ⁴)
DN	-	Directory Number	(K ¹)
EMF	-	Enhanced Multi-Frequency	(K ¹)
EMS	-	Emergency Medical Service	(K ¹)
ESN/ESZ	-	Emergency Service Number/Emergency Service Zone	(K ¹)
ESP	-	Emergency Service Provider	(K ¹)
ESRD	-	Emergency Service Routing Digits	(K ¹)
ESRK	-	Emergency Service Routing Key	(K ¹)
FCC	-	Federal Communications Commission	(D)
FGD	-	Feature Group D	(D)
ICB	-	Individual Case Basis	(N)
ILEC	-	Incumbent Local Exchange Carrier	(N)
LEC	-	Local Exchange Carrier	(N)
LSP	-	Local Service Provider	(N)

- (K¹) Material transferred to 4th Revised Sheet 21.
 (K²) Material transferred to 3rd Revised Sheet 22.
 (K³) Material transferred to 3rd Revised Sheet 24.
 (K⁴) Material transferred to 3rd Revised Sheet 1.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(T)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(T)

4. Acronyms and Definitions (Continued)

(D) (N)

4.1 Acronyms (Continued)

(K¹) (D)
(K¹) (D)

MDN	-	Mobile Directory Number	
MF	-	Multi-Frequency	
MIN	-	Mobile Identification Number	
MPC	-	Mobile Position Center	(K ²)
MSAG	-	Master Street Address Guide	(K ²)
MSC	-	Mobile Switching Center	(K ²)
NCAS	-	Non-Call Associated Signaling	
NCM	-	Network Control Modem	(D)
NENA	-	National Emergency Number Association	
NID	-	Network Interface Device	(D)
NPA	-	Numbering Plan Area	
NPB	-	Numbering Plan Digit	
pANI	-	Pseudo ANI	(K ³)
PBX	-	Private Branch Exchange	(K ³)
PDE	-	Position Determining Entity	
PS/ALI	-	Private Switch/ALI	(K ⁴)
PSAP	-	Public Safety Answering Point	(K ⁴)
PSP	-	Private Switch Provider	(K ⁴)
PSTN	-	Public Switched Telephone Network	
RCW	-	Revised Code of Washington	
SCP	-	Service Control Point	
SRDB	-	Selective Routing Database	
SR	-	Selective Routing	
SS7	-	Signaling System 7	
TC	-	Telecommunications Carrier	
TIA	-	Telecommunication Industry Association	
WSP	-	Wireless Service Provider	

(N)

- (K¹) Material transferred to 3rd Revised Sheet 22.
(K²) Material transferred to 3rd Revised Sheet 24.
(K³) Material transferred to 3rd Revised Sheet 25.
(K⁴) Material transferred to 6th Revised Sheet 26.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(T)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(T)

4. Acronyms and Definitions (Continued)

4.2 Definitions

9-1-1

A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.

(T) (D)
 (D) (K¹)
 (M¹)
 (M¹)
 (M¹)
 (K¹)

9-1-1 INTEROFFICE FACILITY

An intraexchange or interexchange trunk capable of forwarding Automatic Number Identification (ANI) between Company Central Offices.

(D)
 (D)

9-1-1 SERVICE LINE

A facility connecting a PSAP to its serving Company Central Office when using a non-Company Selective Router.

(K²)
 (K²)
 (D)(M²)
 (K³)(M²)(T)
 (K³)
 (N)

E9-1-1 TANDEM

The Central Office that provides the tandem switching of E9-1-1 calls. The Central Office also controls delivery of the voice call with ANI to the Public Safety Answering Point (PSAP) and provides Selective Routing (SR), Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP. Also known as E9-1-1 Selective Routing Tandem or Selective Router.

(N)

9-1-1 TRANSPORT

A dedicated circuit between the Company Central Offices to/from a non-Company Selective Router for the provision of E9-1-1 Service. Does not include the Local Loop (see 9-1-1 Service Line).

(M²)
 (M²) (T)
 (M²) (T)

- (K¹) Material transferred to 3rd Revised Sheet 25.
- (K²) Material transferred to 6th Revised Sheet 26.
- (K³) Material transferred to Original Sheet 29.
- (M¹) Material moved from 2nd Revised Sheet 14.
- (M²) Material moved from 2nd Revised Sheet 15.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

ACCESS LINES

The connection between a subscriber's premises network interface device and the Local Exchange Carrier that provides access to the Public Switched Telephone Network.

ALI STORAGE/ PROCESSING

ALI Storage/Processing service stores E9-1-1 location data, and processes ALI retrieval requests from PSAPs for E9-1-1 calls. It consists of the computer system(s), hardware, software and data located within the Company. The ALI records are updated once a day. This service does not include the circuit(s) from the PSAP to the ALI platform or circuits to another database.

ALI PORT

Provides the termination port for circuits to the ALI computer platform for ALI record retrieval from PSAPs.

ALTERNATE ROUTING

The capability of automatically rerouting E9-1-1 calls to a designated alternate location(s) if all E9-1-1 trunks from a central office or to a primary PSAP are busy or out of service. May also be activated upon request, or automatically if detectable, when E9-1-1 equipment fails or the PSAP itself is disabled.

AUTOMATIC LOCATION IDENTIFICATION (ALI)

The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

AUTOMATIC LOCATION IDENTIFICATION (ALI) DATABASE

The set of ALI records residing on a computer system.

AUTOMATIC LOCATION IDENTIFICATION (ALI) DATABASE ADMINISTRATION

The functionality provided by the Company for the creation and updated maintenance of ALI records in the ALI database. ALI Database Administration Service does not include ALI storage or processing for use during an E9-1-1 call.

- (K¹) Material transferred to 3rd Revised Sheet 22
- (K²) Material transferred to Original Sheet 29.
- (K³) Material transferred to 3rd Revised Sheet 24.
- (K⁴) Material transferred to 4th Revised Sheet 27.
- (K⁵) Material transferred to Original Sheet 31.
- (M) Material moved from 2nd Revised Sheet 16.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

AUTOMATIC LOCATION IDENTIFICATION RECORDS

The telephone number, the address/location of the telephone, Emergency Service Number (ESN), and supplementary emergency service information for display at a PSAP.

AUTOMATIC LOCATION IDENTIFICATION STORAGE/RETRIEVAL

Equipment and software used to store and retrieve ALI Records.

AUTOMATIC NUMBER IDENTIFICATION (ANI)

Telephone number associated with the access line from which a call originates.

CALL ASSOCIATED SIGNALING (CAS)

A method of delivering the Call Back Number (CBN) and Emergency Service Routing Digits (ESRD) of the cell sector from which the call originated. These 20-digits are delivered from the wireless carrier's Mobile Switching Center to the E9-1-1 Selective Router(s) which then transmits the 20-digits to the PSAP. The PSAP queries the ALI database using the ANI, ESRD, or Emergency Service Routing Key (ESRK) to retrieve cell sector information stored in the ALI database.

CALL-BACK NUMBER (CBN)

This is a generic term for the telephone number delivered to the E9-1-1 Network by the wireless carrier in the Calling Party Number (CPN) field. It may be, but is not limited to, the Mobile Directory Number (MDN), the Mobile Identification Number (MIN), or a surrogate CBN associated with the mobile handset. The number may or may not be a call back number, especially if it is a wireless phone that has not been initiated or has been purchased for emergency use only with no phone number assignment.

CALL TRANSFER

The capability to redirect a call to another party.

- (K) Material transferred to 3rd Revised Sheet 23.
(M) Material moved from 2nd Revised Sheet 16.
(M¹) Material moved from 2nd Revised Sheet 17.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(T)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(T)

4. Acronyms and Definitions (Continued)

(D)(N)

4.2 Definitions (Continued)

(N)

CALLER

(M¹)

An individual who places a 9-1-1 call in an effort to request assistance of a public safety nature. May also be referred to as an end user.

(M¹)

(M¹)

CENTRAL OFFICE (CO)

(M²)

The Local Exchange Carrier facility where access lines are connected to switching equipment for connection to the Public Switched Telephone Network. Also referred to as the End Office.

(M²) (T)

(M²) (T)

COMPANY

(N)

Verizon Northwest Inc.

COMPETITIVE LOCAL PROVIDER (CLP)

(D)

A Telecommunications Carrier (TC) authorized under applicable state and/or federal statutes and regulations to provide local exchange telecommunications services other than the Incumbent Local Exchange Carriers (ILEC). Also known as Alternate Local Exchange Carriers (ALECs), Competitive Local Providers (CLPs), Competitive Access Providers, and Local Service Providers (LSPs).

COMPUTER AIDED DISPATCH (CAD)

A computer based system which aids PSAP attendants by automating selected dispatching and record keeping activities.

CUSTOMER

(N)

Governmental unit or other entity authorized to provide the E9-1-1 Service provisioned by the Company.

CUSTOMER PREMISES EQUIPMENT (CPE)

(M²)

Communications or terminal equipment located in the Customer's location(s).

(M²)(T)

(M¹) Material moved from 2nd Revised Sheet 17.
(M²) Material moved from 2nd Revised Sheet 18.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

DATA BASE

An organized collection of information, typically stored in computer systems, comprised of fields, records (data) and indexes. For E9-1-1 Services, such data bases include Master Street Address Guide (MSAG) and, telephone number/Emergency Service Number (ESN), and telephone subscriber records which comprise ALI.

DATABASE MANAGEMENT SYSTEM (DMS)

A system of manual procedures and computer programs used to create, store, and update data required to provide Selective Routing (SR) and/or ALI for E9-1-1 systems.

DATA BASE MANAGEMENT SYSTEM PROVIDER

Entity providing SR and/or ALI data services.

DEDICATED CIRCUIT

A telephone circuit used for a single purpose, such as transmission of E9-1-1 calls.

DEFAULT ROUTING

The capability to route a E9-1-1 call to a designated (default) PSAP when the incoming E9-1-1 call cannot be selectively routed due to ANI failure or other causes. This is a standard feature of E9-1-1 Service. No ANI/ALI data may be available when a call is sent via Default Routing.

DIRECTORY NUMBER (DN)

A ten-digit number assigned within an Numbering Plan Area (NPA) to uniquely identify a telephone subscriber. In Private Switch/ALI (PS/ALI) applications, the ANI generated with each E9-1-1 call forwards the Direct Inward Dialing (DID) Station line ten-digit number to the PSAP.

(M¹) Material moved from 2nd Revised Sheet 18.
(M²) Material moved from 2nd Revised Sheet 19.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

DIVERSE ROUTING

The practice of routing calls through different circuit paths in an effort to prevent total loss of the E9-1-1 system in the event an individual circuit is disabled.

DUAL MODE SELECTIVE ROUTING

Dual Mode Selective Routing is provided using two Selective Routers that mirror the E9-1-1 call delivery effort in order to provide redundancy, and a higher level of network reliability in the event of a major failure at one of the Selective Routers.

EMERGENCY MEDICAL SERVICE (EMS)

Fire, hospital, poison control, etc. response centers.

EMERGENCY SERVICE PROVIDER (ESP)

An agency authorized to respond to emergencies initiated by E9-1-1 calls.

EMERGENCY SERVICE NUMBER (ESN) / EMERGENCY SERVICE ZONE (ESZ)

An ESN is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

EMERGENCY SERVICE ROUTING DIGITS (ESRD)

A pseudo ANI typically used with CAS architecture that identifies the cell site or cell sector from which a wireless E9-1-1 call originates. The ESRD may also be used to retrieve the ALI associated with the wireless call.

(M) Material moved from 2nd Revised Sheet 19.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

EMERGENCY SERVICE ROUTING KEY (ESRK)

A pseudo ANI typically used with Phase I Non-Call Associated Signaling (NCAS) which identifies a group of cell sites or cell sectors in a defined geographic area associated with an ESZ or group of ESZs. The ERSK may also be used to retrieve the ALI associated with the wireless call.

END OFFICE

The Central Office(s) in the E9-1-1 System from which E9-1-1 calls are originated. Also see Central Office.

END USER

An individual placing a E9-1-1 call in order to obtain emergency assistance. May also be referred to as a caller.

ENHANCED 9-1-1

An emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, caller routing and location information, and ALI.

ENHANCED 9-1-1 SERVICE AREA

The geographic area in which the 9-1-1 Customer will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

ENHANCED Multi-Frequency (EMF)

The ability to pass 20-digits from the E9-1-1 Selective Router to the PSAP.

EXCHANGE

A defined area, served by one or more telephone central offices, within which a Local Exchange Carrier furnishes service.

(T)
 (T)
 (D) (N)
 (N)
 (M)
 (M)(T)
 (N)
 (N)
 (M)
 (M)(C)
 (M)(C)
 (N)
 (D)
 (N)
 (M)
 (M) (T)
 (M)

(M) Material moved from 3rd Revised Sheet 20.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

FEATURE GROUP D (FGD)

A Multi-Frequency (MF) signaling protocol, originally developed to support equal access to long distance services, capable of carrying one or two ten-digit telephone numbers.

FIXED TRANSFER

The capability of a PSAP attendant to transfer a 9-1-1 call to a pre-determined location by activating a single button.

FORCED DISCONNECT

A function of the E9-1-1 Central Office circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E9-1-1 exchange lines and is a standard feature of E9-1-1 Service.

J-STD-034

A standard jointly developed by the Telecommunications Industry Association (TIA) and the Alliance for Telecommunications Industry Solutions (ATIS), to provide the changes necessary to various existing standards to accommodate the Phase I requirements. This standard covers the interconnection between the Mobil Switching Center (MSC) and the E9-1-1 Selective Router.

J-STD-036

A standard, jointly developed by the Telecommunications Industry Association (TIA) and the Alliance for Telecommunication Industry Solutions (ATIS), that defines standards for E9-1-1 service relating to wireless E9-1-1 implementation. This also defines technical requirements for Phase II Wireless E9-1-1 Service.

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(M) Material moved from 3rd Revised Sheet 20.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

LOCAL SERVICE PROVIDER (LSP)

Dial tone providers, i.e., Local Exchange Carriers, Competitive Local Providers (CLPs), Shared Tenant Service Providers, Private Switch Providers (PSPs), etc.

MASTER STREET ADDRESS GUIDE (MSAG)

A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E9-1-1 calls.

MOBILE DIRECTORY NUMBER (MDN)

The telephone number dialed to reach a wireless telephone.

MOBILE IDENTIFICATION NUMBER (MIN)

A 34-bit binary number that a wireless handset transmits to identify itself to the wireless network.

MOBILE POSITION CENTER (MPC)

The interface between the wireless network and the wireless location network. The MPC retrieves, forwards, stores, and controls position data within the wireless location network. The MPC is not provided by and is not the responsibility of the Company.

MOBILE SWITCHING CENTER (MSC)

The wireless equivalent of a central office, which provides switching functions for wireless calls. As an element of the wireless network, the MSC is not provided by the Company and is not the responsibility of the Company.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

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ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

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4. Acronyms and Definitions (Continued)

(D) (N)

4.2 Definitions (Continued)

MULTI-FREQUENCY (MF)

A type of signaling used on inter-office and E9-1-1 trunks.

(N)

MULTI-FREQUENCY (MF) TO SIGNALING SYSTEM 7 (SS7) TRUNK CONVERSION

(M)

MF to SS7 signaling is an enhancement that makes possible the forwarding of the 10-digit ANI/CPN for use in identifying wireless subscribers.

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NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA)

(N)

The National Emergency Number Association is a not-for-profit corporation established as a E9-1-1 networking source to promote research, planning and training. NENA sets standards, provides education, certification programs, legislative representation and technical assistance for implementing and managing E9-1-1 systems.

NATIONAL EMERGENCY NUMBER ASSOCIATION 02-010

A recommended set of formats and protocols for the ALI data exchange between service providers and Enhanced 9-1-1 systems or their database provider, developed by NENA Data Standards Subcommittee.

NATIONAL EMERGENCY NUMBER ASSOCIATION 03-002

A technical reference developed by the NENA Network Technical Committee which provides recommendations for the implementation of Enhanced Multi-Frequency (EMF) Signaling from the E9-1-1 Selective Router to PSAP. The J-Std-034 FG-D protocol is the corollary protocol of NENA 03-002.

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(M) Material moved from 4th Revised Sheet 21.

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ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

NETWORK CONTROL MODEM (NCM)

The NCM allows the PSAP Administrator/Director to transfer calls to an alternate PSAP quickly in the event of an emergency or for any other reason. With the dial-up NCM, the PSAP Director will dial into the NCM, pass multiple security checks and then activate the transfer of incoming calls.

NETWORK INTERFACE DEVICE (NID)

A device wired between a telephone protector and the inside wiring to isolate the subscriber's equipment from the network. Can also be a device that performs functions such as code and protocol conversion, and buffering required for communications to and from the network. A device used primarily within a local area network to allow a number of independent devices, with varying protocols, to communicate with each other. This communication is accomplished by converting each device protocol into a common transmission protocol.

NON-LISTED SERVICE

Subscriber information that is not listed in the published telephone directory but is made available via Directory Assistance Service.

NON-PUBLISHED SERVICE

Subscriber information that is neither listed in the published telephone directory nor available via Directory Assistance Service.

(K) Material transferred to 2nd Revised Sheet 4.
(M) Material moved from 4th Revised Sheet 21.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

NUMBERING PLAN AREA (NPA)

An established three-digit area code for a particular calling area.

NUMBERING PLAN DIGIT (NPD)

A component of the traditional 9-digit 9-1-1 signaling protocol between the Enhanced 9-1-1 Control Office and the PSAP CPE. Identifies one of four possible area codes.

NXX

The first three digits of a local telephone number that identifies the central office switching location within its area code.

P.01 GRADE OF SERVICE

The probability (P), expressed as a decimal fraction, of a telephone call being blocked. P.01 is the grade of service reflecting the probability that one call out of one hundred during the average busy hour will be blocked. P.01 is the minimum recommended Grade of Service for E9-1-1 trunk groups.

PHASE I E9-1-1

The service by which the Wireless Service Provider (WSP) delivers to the designated PSAP the wireless end user's call back number and cell site/sector information when a wireless end user makes a E9-1-1 call. Phase I wireless standards are outlined in J-Std-034 per the FCC Docket No. 94-102.

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(K) Material transferred to 2nd Revised Sheet 4.
(M) Material moved from 3rd Revised Sheet 22.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

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ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(T)

4. Acronyms and Definitions (Continued)

(D) (N)

4.2 Definitions (Continued)

(K)

PHASE I CALL ASSOCIATED SIGNALING (CAS)

A method of delivering the CBN and ESRD of the cell site/sector from which the wireless call originated. These 20 digits are delivered from the wireless carrier's Mobile Switching Center to the E9-1-1 Selective Router which then transmits the 20 digits to the PSAP. The PSAP queries the ALI database using the ESRD to retrieve cell/site sector information stored in the ALI database. Phase I standards are outlined in J-Std-034.

PHASE I NON-CALL ASSOCIATED SIGNALING (NCAS)

A method of delivering the voice portion of the wireless E9-1-1 call from the wireless carrier's MSC to the E9-1-1 Selective Router. An ESRK, also known as Pseudo ANI (pANI), is assigned when the E9-1-1 call is made and is used for the routing of the ANI to the PSAP. The PSAP will query the ALI database using the ESRK, which, in turn, will "steer" to the wireless carrier's database to "pull" the wireless caller's CBN (may not be a true call back number) and cell site/sector information for delivery back to the PSAP.

PHASE II E9-1-1

The service by which the WSP delivers to the designated PSAP the wireless end user's CBN, cell site/sector information, as well as X, Y (longitude, latitude) coordinates to the accuracy standards set forth in the FCC Docket No. 94-102. Phase II standards are outlined in J-Std-036.

(K)

PHASE II WIRELINE COMPATIBILITY MODE (ORIGINALLY KNOWN AS PHASE II "NCAS")

A method of delivering the voice portion of the wireless E9-1-1 call from the wireless carrier's MSC to the E9-1-1 Selective Router. An ESRK, or pANI, is assigned when the E9-1-1 call is made and is used for the routing of the ANI to the PSAP. The PSAP will query the ALI database using the ESRK which, in turn, will "steer" to the wireless carrier's database to "pull" the wireless caller's location information (including CBN) for delivery back to the PSAP.

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ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

POINT OF CONCENTRATION

A network switch that enables the quantity of incoming trunks for a service to be reduced to a smaller quantity of outgoing trunks without reducing the transmission grade of service to any specific calling party. E9-1-1 Selective Routers and E9-1-1 Tandems are examples of Points of Concentration.

POSITION DETERMINING ENTITY (PDE)

The PDE determines the geographic location of a wireless handset, as described in FCC Phase II standards, when the wireless caller places a E9-1-1 call or while the call is in process. The PDE is not provided by and is not the responsibility of the Company.

PSEUDO ANI (pANI)

A telephone number used to support routing of wireless E9-1-1 calls. It may identify a wireless cell site or sector to which the call should be routed. Also known as a routing number, ESRK (Emergency Services Routing Key) or ESRD (Emergency Services Routing Digit).

PSAP ATTENDANT

A person authorized by the Customer who is responsible for answering incoming E9-1-1 calls at a PSAP, determining the action to be taken, and executing the PSAP's procedures in the disposition of such calls.

PUBLIC SAFETY ANSWERING POINT (PSAP)

A facility equipped and staffed to receive E9-1-1 calls. A Primary PSAP is one to which E9-1-1 calls are routed directly from the E9-1-1 Tandem. A Secondary PSAP is one to which E9-1-1 calls are transferred from a Primary PSAP.

PUBLIC SWITCHED TELEPHONE NETWORK (PSTN)

The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

- (K¹) Material transferred to 3rd Revised Sheet 6.
(K²) Material transferred to 2nd Revised Sheet 17.
(M¹) Material moved from 3rd Revised Sheet 22.
(M²) Material moved from 2nd Revised Sheet 24.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

RECORD

The subscriber information associated with a telephone number.

- For Wireline billing, the number of records for the E9-1-1 service area will be equal to the total of the Company's subscriber access lines, and the actual number of record counts for non-Company records (e.g., other ILECs, CLPs, Shared Tenant Services, Private Switch providers, WSPs, etc.), in the E9-1-1 database. Wireline billing will be updated annually.
- For Wireless billing, Customer provided record counts updated on an annual basis (or a 10% annual increase will be assigned), will be used.

REVERSE SEARCH

A query of the ALI database initiated at the PSAP to electronically obtain the ALI data associated with a known telephone number for purposes of handling an emergency call when that telephone number is not directly connected to the PSAP. It can also be used for an ANI failure on a telephone line that is connected to the PSAP as provided in Section 5, Rules and Regulations, 5.1 General in this section of the tariff. This feature will not work for numbers that are not in the ALI database.

SELECTIVE ROUTER

See E9-1-1 Tandem.

- (K1) Material transferred to 2nd Revised Sheet 7.
- (K2) Material transferred to 2nd Revised Sheet 8.
- (M) Material moved from 3rd Revised Sheet 24.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

SELECTIVE ROUTING (SR)

The routing of a E9-1-1 call to the designated PSAP based upon the location of the ANI of the wireline caller or the pANI of the wireless caller. Selective Routing (SR) is controlled by the ESN which is derived from the subscriber's location.

SELECTIVE TRANSFER

The capability to transfer a E9-1-1 call to a response agency by operation of one of several buttons typically designated as law enforcement, fire, and EMS; based on the ESN of the caller.

SERVICE CONTROL POINT (SCP)

A centralized database system used for, among other things, Wireless E9-1-1 Service applications. It specifies the routing of E9-1-1 calls from the cell site to the PSAP. This hardware device contains special software and data that includes information on all relevant cell site locations and cell sector identifiers. The SCP equipment is not provided by, and is not the responsibility of, the Company.

SERVING CENTRAL OFFICE

The central office (CO) from which any subscriber (including a PSAP) is served. Also see Central Office.

SIGNALING SYSTEM 7 (SS7)/COMMON CHANNEL SIGNALING 7 (CCS7)

An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on a separate data network. Also known as Common Channel Signaling No. 7 (CCS7).

SUBSCRIBER

A person or business that orders access line service from a telephone company.

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- (K¹) Material transferred to 2nd Revised Sheet 8.
(K²) Material transferred to 2nd Revised Sheet 9.
(M) Material moved from 3rd Revised Sheet 25.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

4. Acronyms and Definitions (Continued)

4.2 Definitions (Continued)

WIRELESS E9-1-1 AREA

The geographic area within which the Customer is requesting Wireless E9-1-1 Service.

WIRELESS SERVICE PROVIDER (WSP)

Commercial provider of cellular, satellite or other radio-based telephony or data transport service. May also be referred to as "wireless carrier."

X, Y COORDINATES

Shorthand expression for coordinates that identify a specific location in two dimensions representing latitude and longitude.

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(K¹) Material transferred to 2nd Revised Sheet 10.
(K²) Material transferred to 2nd Revised Sheet 11.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

5. Rules and Regulations

5.1 General

- 5.1.1 E9-1-1 Service is provided by the Company where facility and operating conditions permit. (T) (D)
- 5.1.2 E9-1-1 is limited to the use of central office number E9-1-1 as the universal emergency number and only one level of E9-1-1 Service will be provided within any Customer's E9-1-1 Service area. (M) (T) (D) (M) (T) (D)
- 5.1.3 E9-1-1 Service is classified as Business Exchange Service and is arranged for one-way incoming Service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis (no originating calls). (M) (T) (K¹) (M) (T) (M) (T) (K¹) (K¹)
- 5.1.4 The E9-1-1 Customer may be a municipality, county, or other state or local governmental agency or an authorized agent of one or more municipalities, counties, or other state or local governmental units to whom authority has been lawfully delegated to provide emergency response service. The Customer must be legally authorized to subscribe to the E9-1-1 Service and have public safety responsibility by law to respond to telephone calls from the public for emergency, law enforcement, fire, EMS and other emergency services within the E9-1-1 Service Area. (N) (K²) (K²) (K²) (N)
- 5.1.5 The Company does not answer and/or forward E9-1-1 calls, but furnishes the use of its facilities to enable the E9-1-1 Customer's personnel to receive such calls. (M¹)(T) (M¹)(T)
- 5.1.6 E9-1-1 calls originated from local exchange telephone network access facilities shall be completed to the appropriate PSAP without a charge being assessed by the Company. Calls from a pay telephone shall not require a coin to be deposited or payment of any charge. (M¹)(T) (M¹)(T) (M¹)(T)
- 5.1.7 The Company recommended service offering for E9-1-1 Service requires Dual Mode Selective Routing and Dual Mode ALI Storage/Processing to provide additional reliability and diversity. Company requires an executed Application for Service, which will document Customer's selection of single mode or dual mode services and other related information, for the E9-1-1 Service provided pursuant to this Tariff. When dual mode services are selected, the Company will provide the estimated installation date to the Customer. (N) (K³) (N)

- (M) Material moved from 2nd Revised Sheet 2.
 (M¹) Material moved from 2nd Revised Sheet 2.
 (K¹) Material transferred to 2nd Revised Sheet 12.
 (K²) Material transferred to 3rd Revised Sheet 13.
 (K³) Material transferred to 2nd Revised Sheet 14.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

5. Rules and Regulations (Continued)

5.1 General (Continued)

- 5.1.8 The subscriber forfeits any privacy rights afforded by a non-published or non-listed service when calling E9-1-1. (M¹) (D)
- 5.1.9 Provision of Enhanced Emergency Number Service, E9-1-1 as specified in this Tariff, includes the network and other facilities where the E9-1-1 Service Area coincides with the Company serving boundaries. However, where Company boundaries and the E9-1-1 Service Area do not coincide, then the Customer may be subject to additional charges for all supplemental network and/or other facilities required in the provision of this Service on an individual case basis agreement. The charges will be determined on a per occasion basis. (N) (K¹)
- 5.1.10 Services offered under this Tariff are not subject to temporary suspension for non-payment. Service will continue to be provided and billed at applicable rates, and the Company and Customer agree to work cooperatively together to establish reasonable payment arrangements. (M¹) (N) (K²)
- 5.1.11 The E9-1-1 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. The Customer must subscribe to additional local exchange service at the PSAPs for administrative purposes for placement of outgoing calls and for receiving other emergency calls, including any which might be relayed by the Company operators or other telecommunication service provider operators. In order for phone calls of a non-emergency nature to reach the PSAP, the main directory listing for the PSAP must be a ten-digit local exchange administrative telephone number. (M²) (C) (K²) (N)
- 5.1.12 Prior to dispatch, the E9-1-1 PSAP attendant dispatcher will attempt to obtain the location of the emergency from the caller. The address information maintained by the Company may not be the actual location of the emergency. (M²) (C) (T) (N)
- 5.1.13 The rates charged for E9-1-1 Service do not include the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the E9-1-1 Service. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its intended use. The Customer shall promptly notify the Company in the event the system is not functioning properly. (M³) (N) (N)

- (M¹) Material moved from 2nd Revised Sheet 2.
 (M²) Material moved from 2nd Revised Sheet 5.
 (M³) Material moved from 2nd Revised Sheet 3.
 (K¹) Material transferred to 2nd Revised Sheet 15.
 (K²) Material transferred to 2nd Revised Sheet 17.

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ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

5. Rules and Regulations (Continued)

5.1 General (Continued)

- 5.1.14 The Company or the Customer, whoever first detects a problem, shall notify the other in the event that the Service is not functioning properly. (M) (T) (M)
- 5.1.15 Some E9-1-1 Service Features carry a minimum three year initial term commitment commencing on the in-service date, followed by automatic one (1) year renewals on the in-service anniversary date that will be subject to Termination Liability provisions as set forth in Section 2, D. Termination Liability in this Tariff. If the E9-1-1 Service is discontinued prior to the expiration of the initial three year term commitment, the Customer will be liable for payment of a termination charge as stated in Section 2, D, Termination Liability in this Tariff. The applicable termination liability charges also apply if the E9-1-1 Service is discontinued prior to the expiration of the renewal term period, unless the Customer provides written notification of termination at least 60 days prior to the automatic renewal date. (N) (N)
- 5.1.16 When an order for E9-1-1 Service and facilities, requests for additions, rearrangements, relocations or modifications or Service and equipment are canceled in whole or in part prior to completion of the work involved, the Customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed. (N)
- 5.1.17 When an E9-1-1 Service is ordered out of this Tariff by the Customer, the Company will bill the Customer upon the in-service date of the Service. Where an additional component or service, or a change to the service is ordered, the additional service or change will be billed upon its in-service date.
- 5.1.18 Provisioning of E9-1-1 Service will conform to applicable local, state and federal law, rules and regulations (N)
- 5.1.19 Customer may order services outside the scope of this E9-1-1 Service Tariff at the rates, terms and conditions set forth in the applicable tariff. (M)(T)(C) (M)(T)(C)
- 5.1.20 General Regulations located in Section 2 of this Tariff and other applicable tariffs will also apply to this Service offering. (N) (N)

(M) Material moved from 3rd Revised Sheet 6.

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E9-1-1 EMERGENCY TELEPHONE SERVICE

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ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

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5. Rules and Regulations (Continued)

(D) (N) (K¹)

5.2 Network

5.2.1 Company exchange boundaries and political subdivision boundaries may not coincide. If a central office serves telephones located both within and outside the E9-1-1 service area, it is the obligation of the Customer to make arrangements to handle all E9-1-1 calls that originate from telephones served by these central offices.

(N)

5.2.2 Customer must subscribe to sufficient E9-1-1 End Office to the E9-1-1 Tandem and the E9-1-1 Tandem to PSAP trunks to maintain P.01 grade of service as defined in this Tariff. A minimum of two circuits are required between each End Office and the E9-1-1 Tandem as well as from the E9-1-1 Tandem to each PSAP.

(M¹) (T)

5.2.3 Where a E9-1-1 call is placed by the calling party via connection with another carrier, the Company cannot guarantee the completion of said E9-1-1 call, the quality of the call or any service elements that may otherwise be provided with E9-1-1 Service.

(M²) (T)
 (M²) (T)
 (M²) (T) (K¹)

5.2.4 The Company will provide diverse routing where available. If the Customer requests additional diversity at locations where facilities do not exist, such additional facilities will be provided under an ICB arrangement in the manner set out in the Facilities for Intrastate Access Tariff, WN U-16, Section 10, Special Construction. The actual level of diversity will be a joint decision between the Company and the Customer. Additional charges may apply.

(M³) (C) (K²)
 (M³) (C) (K²)

(D)

(D)

(K²)

(K²)

(K²)

(M¹) Material moved from 3rd Revised Sheet 5.
 (M²) Material moved from 2nd Revised Sheet 2.
 (M³) Material moved from 2nd Revised Sheet 3.
 (K¹) Material transferred to 2nd Revised Sheet 17.
 (K²) Material transferred to 2nd Revised Sheet 18.

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3rd Revised Sheet 25
Canceling
2nd Revised Sheet 25

GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

5. Rules and Regulations (Continued)

5.3 Data

- | | | |
|-------|--|---|
| 5.3.1 | Information provided by the Company as part of the provision of E9-1-1 is to be used only for the purpose of answering and dispatching emergency calls. | (T) |
| 5.3.2 | E9-1-1 information consisting of the name, address, and telephone numbers of the subscriber whose listing is not published in the directory or listed in the Directory Assistance Office is confidential. Thus, information will be provided on a call-by-call basis only for the purpose of responding to emergency calls received at the PSAPs, or to qualified Emergency Service Providers (ESPs) per 47 USC 222 (g), who purchase Emergency Service Listings (not included in this Tariff). The E9-1-1 subscriber forfeits the privacy afforded by nonpublished or nonlisted telephone number service to the extent that the name, address and telephone number associated with the originating station location is furnished to PSAP or ESPs. | (T) |
| 5.3.3 | The Company is obligated, by the requirements of the Electronic Communications Privacy Act of 1986 (18 USC 2703), to take prudent action to protect its subscribers' rights to privacy and to protect its proprietary ALI databases – except as otherwise mandated by law, including Federal Law 47 USC 222 (g). When the Company or other local exchange carrier provides the ALI controller service to the Customer's PSAP, these requirements are met by the direct control that the Company or other local exchange carrier retains over the ALI software. | (D) (N)
(K) (N) |
| 5.3.4 | The Company will build and maintain the MSAG file in concert with the Customer utilizing standard service addresses (i.e., house numbers, street names, and postal communities). | (M ¹)
(M ¹) |
| 5.3.5 | Customer initiated changes and rearrangements to the MSAG that affect service address and ALI database records (e.g., street name and number changes, emergency services zone or name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates require a comparative listing of changes providing direct and individual reference to existing designations. Substantial MSAG changes (e.g., annexations of additional areas, reduction of existing areas) may require an additional charge and would be provided under an ICB arrangement. | (M ²) (T)
(T)
(M ²) (D) |

(M¹) Material moved from 2nd Revised Sheet 3.
(M²) Material moved from 2nd Revised Sheet 4.
(K) Material transferred to 2nd Revised Sheet 19.

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 6th Revised Sheet 26
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 5th Revised Sheet 26

GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(T)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(T)

5. Rules and Regulations (Continued)

(D) (N)

5.3 Data (Continued)

(D) (N)

- 5.3.6 The Company will provide to the Customer, on request only, and limited to once per year, via electronic means only, one copy of the MSAG at no charge, to be used solely for the verification of emergency services routing designations for E9-1-1 Services. Customers of ALI Database Administration Service will always have unlimited electronic access to view ranges of their MSAG data at no additional charge. Customers requesting additional copies may do so by contacting the Company. Additional copies will be provided outside the scope of this Tariff at an additional charge. (M¹) (C) (M¹) (C) (N) (K) (K) (D)
- 5.3.7 Information concerning MSAG error and audit reports will be provided to the Customer upon request in the same media (either fax or via electronic means) as requested by the Customer. For information not provided as part of normal moves and changes or error correction, the Customer must provide that request in writing to the Company. The Company is restricted from providing information that is prohibited by Federal, State and Local laws. (D)
- 5.3.8 Company is not responsible with respect to calls from subscribers of non-regulated telephone services (e.g. shared tenant service or Private Branch Exchange (PBX) service), or E-9-1-1 calls placed or originating on telephone lines that carry foreign dial tone or calls originating outside the Customer's E9-1-1 Service area.
- 5.3.9 Company is not responsible when a E9-1-1 caller originates a call from a system or line which makes the provision of specific location information impossible to provide due to technical reasons or limitations, including but not limited to limitations on the ability to provide subscriber information in conjunction with multi-party lines, private telecommunications services (e.g., PBXs or shared tenant services) or E9-1-1 calls originating over CentraNet® Service lines.
- 5.3.10 Company is not responsible for obtaining subscriber record information from private telecommunications systems (e.g., PBXs or shared tenant service arrangements), and accepts no responsibility for such information unless provided to the Company by the Customer. (N)
- 5.3.11 The rates and charges for E9-1-1 Service elements are based upon utilizing standard service addresses (i.e. house numbers, street names, and postal communities) in populating the DMS (Data Management System). Addressing not in the above format will be negotiated with the Company and additional charges may apply. (M²) (D) (M²) (M²) (C) (D)

(M¹) Material moved from 2nd Revised Sheet 4.

(M²) Material moved from 2nd Revised Sheet 3.

(K) Material transferred to Original Sheet 47.

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Section 12
4th Revised Sheet 27
Canceling
3rd Revised Sheet 27

GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(T)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(T)

5. Rules and Regulations (Continued)

(D) (N)

5.4 Customer Premises Equipment (CPE)

5.4.1 Customer premise terminal equipment may be provided by the Company or the Customer for E9-1-1 Service and is outside the scope of this Tariff.

(N)

5.4.2 CPE must be compatible with the Service and interface standards of the Company. Upon request the Company will make available standards for interface with CPE.

(M)

(M)

5.4.3 Any terminal equipment used in connection with E9-1-1 Service, whether such equipment is provided by the Company or the Customer, shall not be used to extract any information from the ALI platform, whether obtained from the Company or not, other than information relating to an in progress E9-1-1 emergency call.

(N)

5.4.4 Customer may attach features, devices, or equipment of other vendors to Company-provided facilities, equipment and services provided such other features, devices, or equipment to meet all applicable state and federal registration and certification standards as well as Company standards. Company reserves the right to refuse such attachment if Company determines that such attachments will degrade the E911 Services or other Company facilities, services and telecommunications operations.

(D)

(N)

(D)

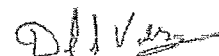
(D)

(M) Material moved from 3rd Revised Sheet 5.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

5. Rules and Regulations (Continued)

5.5 Wireless

- 5.5.1 The Company will deliver to Customer the data required and specified by the FCC in CC Docket 94-102, including the cell site or sector location, the CBN, and in Phase II the longitude/latitude of the wireless caller. The Company disclaims any and all responsibility for (1) the delivery of any additional data elements that the WSP may choose to provide beyond those required and specified in CC Docket No. 94-102 and (2) the content of the data delivered to the Customer. In addition, the Company shall not be responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of these technologies.
- 5.5.2 The Customer must have all required elements of Wireless E9-1-1 Phase I, utilizing ESRK or ESRD routing and cell site/sector location based information, in place before Phase II can be implemented. In addition, the Customer's ALI format must be modified to accommodate the Phase II data (latitude, longitude, etc.).
- 5.5.3 For Wireless Rates, the Customer must provide an initial certified (on Customer's letterhead signed by the individual authorized to execute contracts on behalf of the Customer) record count in its geographic Wireless E9-1-1 area to the Company for billing purposes. The Company will use this record count only for purposes of billing. The Customer must update this record count on an annual basis, or a 10% annual increase will be assigned.

(N)

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Original Sheet 29

GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

6. Customer Obligation

- 6.1 When effective, this Tariff will supersede all existing tariff 911 service arrangements. In addition, this Tariff, when effective will supersede and replace individual case basis (ICB) agreements for E9-1-1 services in the manner described in the subject agreement; if transition to tariff is not addressed, the service in the subject agreement will transition to this Tariff when the term period of the subject agreement expires.

The Company will work cooperatively with Customer to transition services from existing tariff or separate ICB agreement in a manner that maintains service continuity.

- 6.2 Application for E9-1-1 Service under this Tariff must be executed in writing. In the Application for Service, Customer will indicate their selection of dual mode or single mode services. The Application for Service must be signed by the Customer or Customer's authorized employee or representative. If execution is by an agent, satisfactory evidence documenting the agency relationship must be provided in writing to the Company.

- 6.3 By subscribing to E9-1-1 Service under this Tariff, the Customer agrees to the provisions in this Tariff including the following terms and conditions:

- 6.3.1 That at least one PSAP will be provided and staffed on a 24-hour, seven days per week basis.
- 6.3.2 That the Customer accepts responsibility for dispatching, or having others dispatch law enforcement, fire, EMS or other emergency services as required, to the extent as such services are reasonably available.
- 6.3.3 That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the E9-1-1 PSAP by calling parties.
- 6.3.4 That the Customer will subscribe to, or provide E9-1-1 trunks, and telephone equipment with a capacity adequate to handle the number of E9-1-1 trunks and lines recommended by the Company to provide P.01 grade of service.

(M¹) Material moved from 3rd Revised Sheet 5.
(M²) Material moved from 2nd Revised Sheet 4.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

6. Customer Obligation (Continued)

- 6.4 To the extent the Customer is subject to state or local governmental spending appropriations or limitations with respect to purchases of Service from this Tariff, the Customer will use all reasonable and lawful means to secure, on an initial and on-going basis, the appropriation of funds sufficient to pay for charges billed for Services provided. In the event appropriated funding for Services provided pursuant to this Tariff is withdrawn, reduced or limited, Customer will promptly notify Company, in writing, of Customer's intent to modify or terminate Services.
- 6.5 When the SR feature is provided, the Customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of law enforcement, fire, and EMS or any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area. The Company will provide an Emergency Service number (ESN) for each unique combination of ESPs. The Customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E9-1-1 serving area. These ESNs will permit routing of E9-1-1 calls to the primary and secondary PSAPs responsible for handling of calls in the E9-1-1 serving area. The following terms define the Customer's responsibility in providing this information:
 - 6.5.1 Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the Customer to the Company.
 - 6.5.2 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the MSAG, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in law enforcement, fire, EMS or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities, or any other matter that will affect the routing of E9-1-1 calls to the proper PSAP.
 - 6.5.3 Changes, deletions, and additions which the Customer desires to have made in the MSAG should be submitted on an "as-occurred" basis.
 - 6.5.4 The Company will provide the changes to the Customer for verification showing each change, deletion and addition to the MSAG.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(N)

6. Customer Obligation (Continued)

(M) (T)

6.6 The Customer is responsible for procuring PSAP equipment. This equipment must meet network compatibility requirements, receive voice and ANI from E9-1-1 callers, and provide the ability to retrieve information on a per call basis from the Company's ALI system. The Customer's equipment must provide ANI and ALI display and control. If changes in the Service or Company's network are necessary to achieve compatibility with Customer-owned equipment, such changes, including additional charges to the Customer, would be reflected in a separate ICB arrangement, which would be implemented consistent with applicable law, regulations and tariffs.

6.7 The Customer will conduct training to impress upon the Customer's authorized personnel the sensitive nature of the ALI database information and the legal obligation to protect it from unauthorized use.

7. Liability

7.1 Except for errors and omissions caused by gross negligence, willful or wanton misconduct, fraudulent conduct or violations of law by the Company, and, to the extent not caused by acts, omissions or other occurrences attributable to the Customer or any other person or entity, the Company's entire liability in tort, contract or otherwise for damages arising out of mistakes, interruptions, delays, failures, errors, acts, omissions, defects in transmission or other occurrences related to the Company's provision of this E9-1-1 Service is limited by the terms set forth in this Section, in other tariffs of the Company and Revised Code of Washington (RCW) 38.52.550. This limitation of liability extends to, but is not limited to, claims in connection with designing, developing, installing, implementing, maintaining, or operating the E9-1-1 Service, attachment to, or use of any Customer-provided equipment in conjunction with the E9-1-1 Service, advice, recommendations or analysis provided, or for releasing subscriber information, including nonpublished or unlisted information, in connection with the provision of the E9-1-1 Service. In no event shall the Company be liable for any claim attributable to Customer's selection of Single Mode Services instead of Company's recommended Dual Mode Service offerings set out in this Tariff.

(N)

(M) Material moved from 3rd Revised Sheet 5.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

7. Liability (Continued)

7.2 For E9-1-1 Service provided pursuant to this Tariff, the Company's liability shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the mistake, interruption, delay, failure, error, act, omission, other occurrence or defect in transmission occurs after notice by the Customer to the Company. For other services used by the Customer in conjunction with the E9-1-1 Services, the Company's liability is stated in the applicable Company tariff as follows: (1) for local services and private line services provided solely within the same exchange area, the Company's liability is in Section 2 of the General and Local Exchange Tariff, WN U-17; (2) for private line services provided between exchange service areas and other intrastate access services, the Company's liability is in Section 2 of the Facilities for Intrastate Access Tariff, WN U-16 and (3) for other intrastate services, the Company's liability is set out in the Company's applicable intrastate tariff or price list. Where credit allowances on monthly charges for service or service features are determined to apply, only those services or service features which are affected or diminished by the interruption shall be considered, and further, only those main stations on the interrupted portion of the service shall be considered in determining the number of main stations affected.

7.3 Company shall not be liable for, and no allowance or credit will be provided for, any interruption, delay, failure, errors, acts, omissions or other occurrences attributable to the Customer or any other person or entity.

7.4 In no event shall the Company be liable in tort, contract or otherwise for any personal injury, property damage or death arising out of or related to use of the E9-1-1 Service. Under no circumstance shall the Company be responsible or liable for special, indirect, incidental or consequential damages.

7.5 To the extent permitted by applicable law, the Customer indemnifies and saves the Company harmless against:

7.5.1 Claims for libel, slander, or infringement or copyright arising from the material transmitted over its facilities;

7.5.2 Claims for infringement of patents arising from combining with or using in connection with facilities of the Company, apparatus, equipment or systems of Customer;

7.5.3 All other claims arising out of any act or omission of the Customer in connection with the service and facilities provided by the Company.

7.6 See Section 2, D. Termination Liability in this Tariff for applicable termination liability charges.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

8. Description of Service

8.1 Enhanced 9-1-1 Service

Enhanced 9-1-1 (E9-1-1) Service enables a caller dialing 9-1-1 to reach a designated answering point, with the additional features of ANI, ALI, and SR. E9-1-1 is the only form of emergency telephone service provided by the Company. Thus, all references to 9-1-1 refer to E9-1-1 Service.

E9-1-1 Service is comprised of the following components:

Automatic Number Identification (ANI)

Provides the telephone number, if available, associated with the access line from which a call originates. This is an inherent feature of E9-1-1 Service, and is included in the E9-1-1 trunking rate elements.

ALI Database Administration

ALI Database Administration is the processing of subscriber records against the MSAG for the creation of ALI records and/or the creation of SR records. Specifically this service:

- Provides for daily database processing and updates to the ALI storage platform for all add, delete and change activity associated with subscriber records.
- Provides processing of subscriber records for compliance with the MSAG.
- Does not include ALI storage or processing for use during an E9-1-1 call.

(N)

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E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

8. Description of Service (Continued)

8.1 Enhanced 9-1-1 Service (Continued)

ALI Storage/Processing

The ALI (ALI) Storage/Processing service stores E9-1-1 location data and processes ALI retrieval requests from PSAPs for E9-1-1 calls. It consists of computer system(s), hardware, software and data owned and controlled by the Company. The PSAP queries the ALI system with the ANI/pANI via the data path. The ALI system looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or by steering to another database platform and processes it back to the requesting PSAP. The ALI records are updated once a day. The ALI system may serve multiple PSAPs. The Company offers ALI as follows:

- Single Mode ALI Storage/Processing allows the PSAPs to connect to a single ALI platform for Storage Processing.
- Dual Mode ALI Storage/Processing is the Company recommended service offering for E9-1-1 ALI Retrieval Service. Dual Mode ALI Storage/Processing links two ALI systems that mirror each other to provide a higher level of reliability and disaster recovery, so that ALI Storage/Processing can occur even in the event of a major outage at one of the ALI systems, a ALI's location, etc. The PSAPs divide their circuits equally among the two ALIs. Each ALI processes the PSAP Query and responds with the associated ALI. The ANI-ALI Controller at the PSAP filters out duplicate ALIs and presents each ALI for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one of the ALIs.

Customer is advised that the features/functionality, and higher level of reliability provided with the Dual Mode ALI, including circuit redundancy, is not available with the Single Mode ALI. The Customer, having been provided with this information, understands and acknowledges the differences in the level of reliability between the Services, and that by subscribing to Single Mode ALI service, there is no redundancy as provided with Dual Mode ALI.

The ALI Storage/Processing service can process both wireline and wireless records. Rates are available to process both Wireline and Wireless, or Wireline only. This service does not include the rates for the circuit(s) from the PSAP to the ALI platform or to other ALI databases (for steering).

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

(N)

8. Description of Service (Continued)

8.1 Enhanced 9-1-1 Service (Continued)

Selective Routing (SR)

Selective Routing (SR), also called E9-1-1 Tandem, is performed by Selective Routers. End Offices have circuits connecting them to the Selective Router and ANI or ESRK or ESRD is passed over those circuits. The ANI, ESRK or ESRD is looked up in the Selective Routing Database (SRDB) to determine the appropriate PSAP for delivery of the voice call and ANI for wireline or ESRK or ESRD (with or without the CBN) for wireless calls via the voice path to the PSAP.

SR also includes default routing in the event of ANI failure, garbled digits, or other causes. Each incoming E9-1-1 facility group to the Selective Router is assigned to a designated default PSAP.

The Company offers SR as follows:

- Single Mode Selective Routing includes all of the above features utilizing a single Selective Router.
- Dual Mode Selective Routing is the Company recommended service offering for E9-1-1 Selective Routing Service. It includes all of the above features and, in addition, links two Selective Routers. This architecture, using two Selective Routers with mirror imaged databases, provides a higher level of network reliability that will allow the completion of E9-1-1 calls to the target PSAP in the event of a major outage at one of the E9-1-1 Tandems. End offices have circuits connecting them to each of the Selective Routers. In addition, there are circuits provisioned between the E9-1-1 Tandems to allow calls to switch to the other E9-1-1 Tandem if there are no circuits available to the target PSAP. This provides an additional network path to complete the call to the target PSAP. Since each end office has a trunk group to each Selective Router, the architecture also allows calls to be completed in the event of a major facilities failure between the end office and one of the Selective Routers. Information passed over the network during call set-up includes the ANI for wireline calls, and the ESRK or ESRD for wireless calls. Once the call is received at the E9-1-1 Tandem, the ANI, ESRK or ESRD is looked up in the Selective Routing Database (SRDB) to determine to which PSAP the voice call should be delivered. ANI for wireline or ESRK or ESRD for wireless with or without the CBN are also delivered via the voice path to the PSAP. Dual Mode Selective Routing includes all features of Single Mode Selective Routing, including Alternate and Default Routing of E9-1-1 calls.

The Customer is advised that the features/functionality, and higher level of reliability provided with the Dual Mode Selective Routing, including circuit redundancy, is not available with Single Mode Selective Routing. The Customer, having been provided this information understands and acknowledges the differences in the level of reliability between the Services, and that by subscribing to Single Mode Selective Routing service, there is no redundancy as provided with Dual Mode Selective Routing.

(N)

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E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

8. Description of Service (Continued)

8.2 Wireless Functionality

Call Associated Signaling (CAS)

The Company offers CAS in a Phase I wireless configuration, which allows for the delivery of 20 digits (CBN and ESRD) to the appropriate Selective Router for forwarding from the Selective Router(s) to the PSAP. Upon receipt of the ESRD and CBN at the PSAP, a request for ALI data, using the ESRD, is sent to the ALI Database. The ALI is provided via the data path established for Wireline subscribers. The ESRD ALI data is stored in the ALI database. The wireless carrier is responsible for each ESRD MSAG valid ALI record which is needed for retrieval of ALI and/or wireless SR, and the transmission of the record(s) to the Company. Circuits from the wireless carriers MSC(s) to the Selective Router(s) are the responsibility of the Wireless Carriers and can be purchased from the Company on a wholesale basis via the applicable tariff or interconnection agreement.

Phase I NCAS and Phase II Wireline Compatibility Mode

The Company offers this configuration which allows for the delivery of 10-digit ESRK to the appropriate Selective Router for forwarding to the designated PSAP. Upon receipt of the ESRK at the PSAP, an ALI query is made using the ESRK, via the data path to the appropriate ALI platform. The ALI platform directs the ESRK to steer to the appropriate wireless database to retrieve the appropriate ALI record. The record, when received by the ALI platform from the wireless database, is reformatted into the PSAP's Phase I or Phase II display and processed back to the requesting PSAP.

8.3 Disaster Recovery

Network Control Modem (NCM)

The Dial-Up Network Control Modem (NCM) will provide the PSAP the ability to reroute E9-1-1 traffic to an alternate PSAP via a standard dial-up line from either a wire-line or wireless phone. The Dial-Up NCM will activate the make busy feature at the Selective Router(s) by activating a relay on the NCM card which is controlled by fully secure and password protected telephone keypad entries. The standard dial-up number required at each NCM is not included in the NCM rate.

- Requires a minimum of two numbers, one at each of the paired PSAP Serving Selective Routers. For PSAPs that are connected to additional areas served by other E9-1-1 Tandems, additional numbers, in pairs (for each E9-1-1 Tandem), will be required.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements

E9-1-1 Service is available in the following service element offerings:

9.1 Automatic Location Identification (ALI) Database Administration

The processing of customer records against the MSAG for validation to develop the ALI database and/or the SR files. ALI Database Administration includes the following:

- Provides for daily database processing and updates for ALI storage and the Selective Routing Database (SRDB) platforms for all add, delete and change activity associated with subscriber or other service provider records.
- Provides processing of subscriber records against the MSAG.
- Provides for the creation of a file containing the updated records.
- Is used for updates to the SRDB.
- Does not include ALI storage or processing for use during a E9-1-1 call.
- Rates based on a per 1,000 records basis (the combination of Company access line counts and non-Company record counts). Wireless records for pANI/ESRK/ESRD are counted as non-Company Records. Wireless subscription counts are not applied to this rate element.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements (Continued)

9.2 ALI (ALI) Storage/Processing Dual Mode

Dual Mode ALI Storage Processing is the Company recommended service offering for E9-1-1 ALI Retrieval Service. Dual Mode ALI Storage Processing provides higher reliability for E9-1-1 ALI Retrieval Service. The Customer is advised of the features/functionality, and higher reliability of Dual Mode ALI that provides redundancy. The Customer, having been provided this information, understands/acknowledges that when subscribing to Single Mode ALI service, there is no redundancy as provided with Dual Mode ALI.

Dual Mode ALI Storage/Processing provides two mirrored ALI platforms to provide a higher level of reliability and disaster recovery, so that ALI Storage/Processing can occur in the event of a major outage at one of the ALI systems, a ALI's location, etc. The PSAPs divide their circuits equally among the two ALIs. Each ALI processes the PSAP Query and responds with the associated ALI. The ANI-ALI Controller at the PSAP presents each ALI (and also filters out duplicate ALIs) for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one of the ALIs. The ALIs match the E9-1-1 caller's ALI with the E9-1-1 caller's ANI/pANI (pseudo ANI). The PSAP queries the ALI systems with the ANI/pANI via the data path. Each ALI processes the PSAP Query (looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or steers to another database platform to retrieve the ALI and processes it back to the requesting PSAP) and responds with the associated ALI. The ANI-ALI Controller at the PSAP presents each ALI (and also filters out duplicate ALIs) for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one of the ALIs.

The rate also includes two ports on each ALI system for the connection of each circuit (not included).

The rate does not include the circuit costs to connect, for steering, to another ALI database platform.

The rates are based on a minimum billing of 1,000 records using a combination of Company access lines, non-Company records counts for wireline and the number of wireless subscription lines for Wireless (wireless numbers are non-Company numbers in the manner already described elsewhere in this Tariff).

The rates are available for ALI (ALI) Storage/Processing Dual Mode for Wireline and Wireless or ALI (ALI) Storage/Processing Dual Mode for Wireline Processing only.

Dual Mode ALI Service is not available in all areas. If a Customer orders Dual Mode ALI in an area where it is currently not available, the Company will provide an estimated installation date to the Customer.

(N)

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E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements (Continued)

9.3 ALI (ALI) Storage/Processing Single Mode

Single Mode Selective Routing Storage/Processing provides an ALI platform that matches the E9-1-1 caller's ALI with the E9-1-1 callers ANI/pANI (pseudo ANI). The PSAP queries the ALI system with the ANI/pANI via the two data paths. The ALI system looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or steers to another database platform to retrieve the ALI and processes it back to the requesting PSAP.

The rate also includes two ports on the ALI system for the connection of each circuit (circuit changes not included; separately billed) from the PSAP.

The rates do not include the circuit costs to connect, for steering, to another ALI database platform.

The rates are based on a minimum billing of 1,000 records using a combination of Company access lines, non-Company record counts for wireline and the number of wireless subscription lines for Wireless.

The rates are available for ALI (ALI) Storage/Processing Single Mode for Wireline and Wireless or ALI (ALI) Storage/Processing Single Mode for Wireline Processing only.

9.4 ALI (ALI) Port For PSAPs

This rate only applies if more than the two ALI ports (already included in the ALI Storage/Processing rate) are used per PSAP.

This rate does not include equipment (access software and hardware) needed at Customer end to interface (N) to the ALI platform and does not include the circuit.

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements (Continued)

9.5 Dual Mode Selective Routing

Dual Mode Selective Routing is the Company recommended service offering for E9-1-1 Selective Routing Service. The Customer will be advised of the features/functionality, and higher reliability of Dual Mode Selective Routing that provides redundancy. The Customer, having been provided with this information, understands/acknowledges that when subscribing to Single Mode Selective Routing service, there is no redundancy as provided with Dual Mode Selective Routing. Dual Mode Selective Routing includes the following:

- Provides for diverse selective routing of each E9-1-1 call to PSAP.
- Receives ANI for Wireline and the ESRK or ESRD for Wireless and routes the E9-1-1 call based on the ESN in the ALI database.
- Includes ports for Company End Offices to Selective Router trunks and Selective Router to PSAP trunks for P.01 grade of service between the dual routers. Service above a P.01 grade requires that the PSAPs purchase additional ports.
- Provides for trunk default routing to an established PSAP in the event of ANI or ESRK or ESRD failure.
- Supports Phase I CAS and NCAS as well as Phase II NCAS wireline compatibility methods.
- Rate applies for all routing whether based on ESN, trunk, default, etc.
- Rates based on a per 1,000 records basis (the combination of Company access line counts and non-Company record counts) for wireline and per 1,000 subscribers for wireless.
- Wireless rates for billing purposes are based on the Customer provided initial certified record count of its geographic Wireless E9-1-1 area. This certified record count must be submitted to the Company on the Customer's letterhead signed by the individual authorized to execute contracts on behalf of the Customer. The Company will use this record count only for purposes of billing. The Customer must update this record count on an annual basis, or a 10% annual increase will be assigned.
- Rates are available for Dual Mode Selective Routing for both Wireline and Wireless or Dual Mode Selective Routing for Wireline Only.

Dual Mode Selective Routing is not available in all areas. If a Customer orders Dual Mode Selective Routing in an area where it is currently not available, the Company will provide an estimated installation date to the Customer. (N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements (Continued)

9.6 Single Mode Selective Routing

Single Mode Selective Routing receives ANI for Wireline and the ESRK or ESRD for Wireless and routes the E9-1-1 call based on ESN in the ALI database. Single Mode SR includes the following:

- Ports for Company End Offices to Selective Router trunks and Selective Router to PSAP trunks for P.01 grade of service between the dual routers. Service above a P.01 grade requires that the PSAPs purchase additional ports.
- Trunk default routing to an established PSAP in the event of ANI or ESRK or ESRD failure. Is only applicable over a P.01 grade of service
- Support of Phase I CAS and NCAS as well as Phase II NCAS wireline compatibility methods.
- Rates based on a per 1,000 records basis (the combination of Company access line counts and non-Company record counts) for wireline and per 1,000 subscribers for wireless.
- Wireless Rates are based on the Customer provided initial certified (on Customer's letterhead signed by the individual authorized to execute contracts on behalf of the Customer) record count of its geographic Wireless E9-1-1 area to the Company for billing purposes. The Company will use this record count only for purposes of billing. The Customer must update this record count on an annual basis, or a 10% annual increase will be assigned.
- Rates are available for Single Mode Selective Routing for both Wireline and Wireless or Single Mode Selective Routing for Wireline only.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements (Continued)

9.7 Selective Router Port

This rate only applies if greater than P.01 grade of service (included in Selective Routing rate) is required for connection of the following:

- Incoming E9-1-1 trunks from the host, remote central office or Selective Router.
- Outgoing E9-1-1 trunks to PSAP.

This rate provides for a port at the Company Selective Router for voice grade termination (greater than P.01 grade of service) and includes facilities termination within a Company Selective Router End Office.

9.8 Trunking

Company End Office to Company E9-1-1 Selective Router

- Provides ANI on a voice grade circuit from a Company central office switch to a Company Selective Router.
- Includes facilities termination and local loop mileage from Company host central offices to Company Selective Routers.
- Requires dedicated trunks to meet the higher of P.01 grade of service, or minimum of two trunks, from each end office regardless of host or remote arrangement.

Company Selective Router to PSAP Trunk

- Provides ANI on a voice grade circuit from a Company selective router to the designated PSAP.
- Includes facilities termination and local loop mileage from Company host central offices to Company End Offices.
- Requires dedicated E9-1-1 trunks to meet P.01 grade of service from the Company selective routers to the PSAP.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements (Continued)

9.8 Trunking (Continued)

9-1-1 Service Line

- Connects a PSAP to its serving Company Central Office when using a non-Company Selective Router.

9-1-1 Transport

9-1-1 Transport provides the dedicated circuits between Company central offices to/from a non-Company Selective Router, or from a non-Company Central Office to/from a Company Selective Router, for the provision of E9-1-1 Service. E9-1-1 Transport is on a per mile basis.

- Does not include the Local Loop.

PSAP to ALI

PSAP to ALI provides connectivity between the PSAP and the ALI on a per circuit basis.

- Requires a minimum of:
 - Two dedicated data circuits (one to the primary and one to the secondary) from the PSAP to the Company ALI when using Dual ALI, or
 - Two dedicated data circuits from the PSAP to the Company ALI when using Single Mode Selective Routing.
- Must subscribe to either Frame Relay or Digital Data Service from the applicable Tariff.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

9. Service Rate Elements (Continued)

9.9 Disaster Recovery

Network Control Modem (NCM)

Network Control Modems (NCMs) are not available in all areas. If a Customer orders NCMs in an area where they are currently not available, the Company will provide an estimated installation date to the Customer. NCM includes the following:

- Provides the ability to send all E9-1-1 calls for one PSAP to another PSAP in cases where the first PSAP is unable to accept E9-1-1 calls.
- Uses dial-up on any voice grade line, and does not require caller (with authority to redirect calls) to be at a specified location (to make the call).
- Provides multiple levels of security, so only authorized user can make changes.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-1

10. Rates and Charges

The following service rates are based on a three-year term commitment and are subject to the provisions of 6.1 in this Section. See Section 2, D, Termination Liability for applicable termination liability charges. Rates are in addition to the applicable service order charge found in Section 5, Service Charges of this Tariff. Charges for subscriber requests that necessitate additions, moves or changes of facilities and/or equipment on Company premises will be based upon the Time and Material Charges in Section 5 of this Tariff. If special construction of additional facilities is required, it would be handled in the manner described in this Tariff, i.e., individual case basis agreement consistent with applicable regulatory requirements.

The following services are offered on a three-year term commitment basis.

	Three-Year Term Monthly Charge
Automatic Location Identification (ALI) Database Administration, per 1,000 records ^{1, 3}	\$52.88
ALI (ALI) Storage/Processing Dual Mode for both Wireline and Wireless per 1,000 wireline records and per 1,000 wireless subscribers ^{1, 2, 3, 4, 5}	7.61
ALI (ALI) Storage/Processing Dual Mode for Wireline Only per 1,000 wireline records ^{1, 3, 4, 5}	12.89
ALI (ALI) Storage/Processing Single Mode for both Wireline and Wireless per 1,000 wireline records and per 1,000 wireless subscribers ^{1, 2, 3, 4}	5.08
ALI (ALI) Storage/Processing Single Mode for Wireline Only per 1,000 wireline records ^{1, 3, 4}	8.60

¹ Wireline billing is based on the per 1,000 rate using the maximum number of records in service within the geographical boundaries of the Customer's public safety jurisdiction for the most current twelve-month period prior to service establishment. These counts will be adjusted annually for purposes of updating Customer billing. A minimum of 1,000 will be billed and standard rounding (below 500 downward, 500 and above upward) will be used. See 4.2 in this section for the definition of Record.

² Wireless billing will be based on Customer provided record counts updated on an annual basis (or a 10% annual increase will be assigned).

³ E9-1-1 Services, Selective Routing, ALI Database Administration, and ALI, are provided with a three (3) year initial term commitment commencing on the in-service date, and followed by an automatic one (1) year renewal term commitment. The Customer must provide written notification of termination at least 60 days prior to the termination date. If the E9-1-1 Service is discontinued prior to the expiration of the initial term commitment or the renewal term period, the applicable termination liability charges will apply. Customers moving to this Tariff will start a new three-year term commitment commencing on the date on their Application of Service, and will be subject to Termination Liability provisions as set forth in Section 2, D, Termination Liability in this Tariff.

⁴ ALI Storage/Processing includes either two ports on the Single Mode platform, or one port on the primary ALI system and one port on the secondary system. Circuits are not included in this rate.

⁵ This service is not available in all areas. If a Customer orders this service in an area where it is currently not available, the Company will provide an estimated installation date to the Customer.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-110. Rates and Charges (Continued)

	Three-Year Term Monthly Charge
ALI (ALI) Port for PSAPs, per Port ³	4.56
Dual Mode Selective Routing for both Wireline and Wireless per 1,000 records for wireline and per 1,000 subscribers for wireless ^{1,2,3,4}	43.43
Dual Mode Selective Routing for Wireline Only per 1,000 wireline records ^{1,3,4}	73.51
Single Mode Selective Routing for both Wireline and Wireless per 1,000 records for wireline and per 1,000 subscribers for wireless ^{1,2,3}	29.16
Single Mode Selective Routing for Wireline Only per 1,000 wireline records ^{1,3}	49.37
Selective Router Port, per DSO	4.00

- ¹ Wireline billing is based on the per 1,000 rate using the maximum number of records in service within the geographical boundaries of the Customer's public safety jurisdiction for the most current twelve-month period prior to service establishment. These counts will be adjusted annually for purposes of updating Customer billing. A minimum of 1000 will be billed and standard rounding (below 500 downward, 500 and above upward) will be used. See 4.2 in this section for the definition of Record.
- ² Wireless billing will be based on Customer provided record counts updated on an annual basis (or a 10% annual increase will be assigned).
- ³ E9-1-1 Services, Selective Routing, ALI Database Administration, and ALI, are provided with a three (3) year initial term commitment commencing on the in-service date, and followed by an automatic one (1) year renewal term commitment. The Customer must provide written notification of termination at least 60 days prior to the termination date. If the E9-1-1 Service is discontinued prior to the expiration of the initial term commitment or the renewal term period, the applicable termination liability charges will apply. Customers moving to this Tariff will start a new three-year term commitment commencing on the date on their Application of Service, and will be subject to Termination Liability provisions as set forth in Section 2, D, Termination Liability in this Tariff.
- ⁴ This service is not available in all areas. If a Customer orders this service in an area where it is currently not available, the Company will provide an estimated installation date to the Customer.

(N)

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GENERAL AND LOCAL EXCHANGE TARIFF

E9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

ENHANCED EMERGENCY NUMBER SERVICE - E9-1-110. Rates and Charges (Continued)

	<u>Nonrecurring Charge</u>	<u>Three-Year Term Monthly Charge</u>	
<u>Trunking</u>			
Company Central Office to Company E9-1-1 Selective Router, per trunk	1	20.40	
Company Selective Router to PSAP Trunk	1	52.20	(N)
9-1-1 Service Line		16.92	(M)
9-1-1 Transport, per mile	See FIA Tariff, WN U-16, Section 5, Special Transport		(C)(M) (M)
PSAP to ALI, per trunk			(N)
Frame Relay	See Advanced Data Services Tariff, WN U-23, Section 7, Frame Relay for rates		
DDS (Digital Data Services)	See FIA Tariff, WN U-16, Section 5, Special Access for rates		
<u>Disaster Recovery</u>			
Network Control Modem (NCM), per customer ²	—	62.92	(N)

(M) Material moved from 6th Revised Sheet 26.

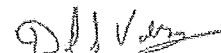
¹ Refer to Facilities for Intrastate Access Tariff, WN U-16, Section 5, Special Access, 5.7.1 for applicable non-recurring charges for local channel circuits and interoffice channel circuits. (N)

² This service is not available in all areas. If a Customer orders this service in an area where it is currently not available, the Company will provide an estimated installation date to the Customer. (N)

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GTE NORTHWEST INCORPORATED
APPLICATION FOR
ENHANCED 9-1-1 SERVICE

This application for ENHANCED 9-1-1 SERVICE FROM GTE NORTHWEST, INC. ("GTE Northwest") is made by KING COUNTY, representing all authorized dispatch centers within its jurisdiction. The details of this service are outlined in this document.

King County currently receives Enhanced 9-1-1 (E9-1-1) network and Automatic Location Information (ALI) data base services from U.S. West Communications, Inc., and GTE Northwest for central offices within their respective serving areas. GTE Northwest shall continue to provide the same level of service, by authority of this document, based on the terms and conditions of its 9-1-1 Emergency Telephone Service Tariff (WN U-10) on file with the Washington Utilities and Transportation Commission (WUTC).

King County applies for the continuation of existing services from GTE Northwest as follows:

1. GTE Northwest shall continue to provide and maintain E9-1-1 network connectivity between its serving central offices and the current U.S. West tandem control office, which provides all selective routing and transfer functions for the County's system. A schematic illustrating the King County E9-1-1 network provided by GTE Northwest is included as Attachment A. A scope of work for network services to be provided is outlined in Attachment B.
2. GTE Northwest shall continue to provide ALI data base service development and maintenance services for its subscribers whose records reside in the U. S. West ALI Data Management System (DMS) maintained for King County. The scope of work for GTE Northwest's E9-1-1 ALI data base services is outlined in Attachment B.
3. GTE Northwest shall continue to bill King County directly for its E9-1-1 Network and ALI data base services based on the terms and conditions in the WN U-10 Tariff. The rate elements, based on the Tariff, are as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
GTE:		
Code Recognition	-----	46.36
9-1-1 Service Line	65.00	16.92
9-1-1 Transport	-----	4.45/mile
(C.O. to U.S. West meet-point and return to PSAP serving C.O., as applicable)		



b. ALL record data

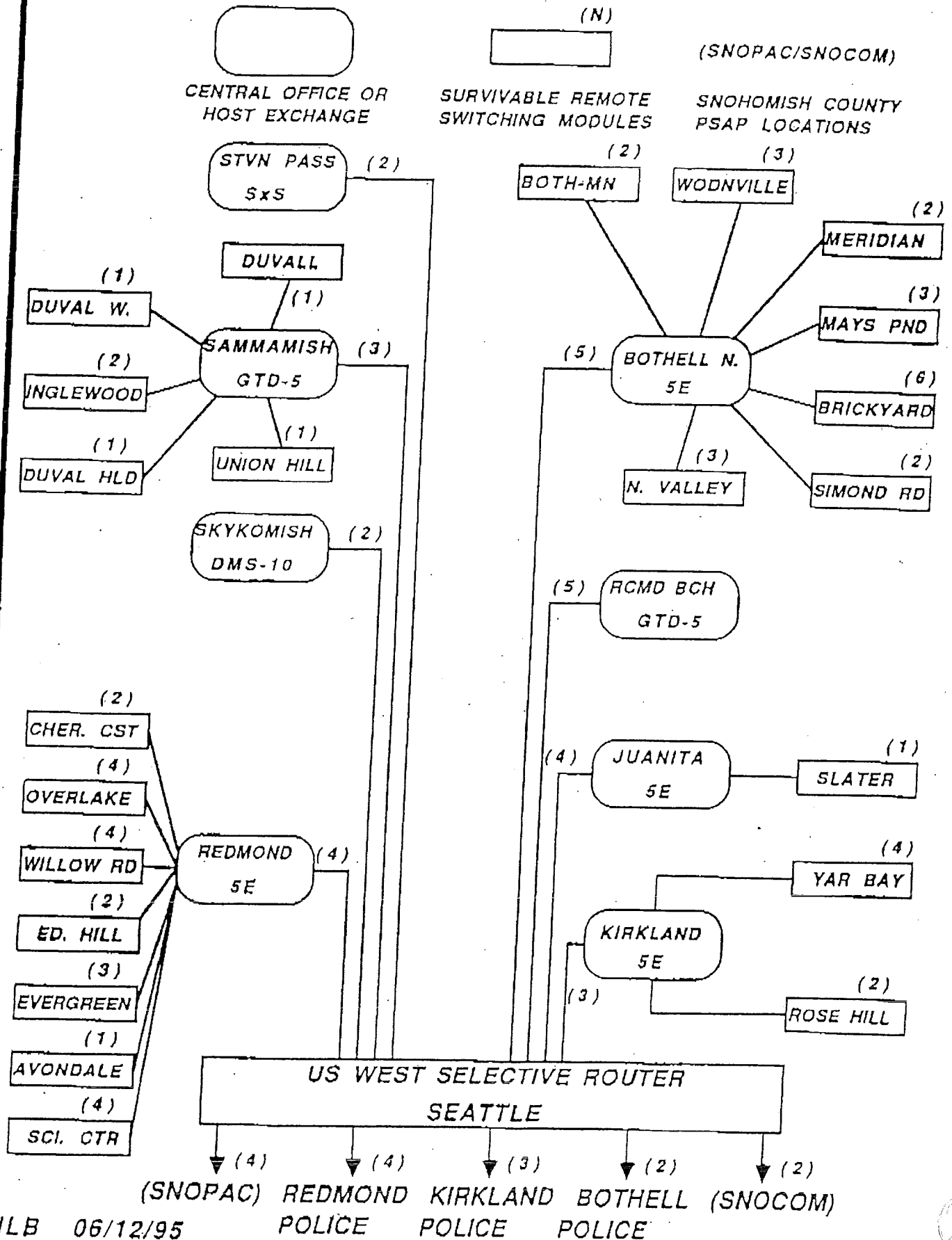
.0513/record

a. Selective Router

.0520

- ACTING
CITY
CLERK

KING COUNTY 9-1-1 SWITCHED NETWORK



Attachment B

SCOPE OF WORK

System Routing and Configuration

GTE Northwest central offices located in King County's jurisdiction, or which provide local service to King County subscribers, shall continue to be selectively routed through a U.S. West tandem control office in Seattle, Washington. The control office shall also provide all necessary transfer functions for 9-1-1 calls originated from these same central offices.

Network services provided by GTE Northwest shall continue to be maintained at levels sufficient to ensure P.01 grade of service, as outlined in the WN U-10 Tariff.

ALI Data Base Development and Maintenance

GTE Northwest shall continue to export ALI update records to the U. S. West ALI DMS on a daily basis for inclusion in the King County E9-1-1 data base.

The County will continue to verify the accuracy of the information contained in the Master Street Address Guide (MSAG), and advise GTE Northwest via U. S. West, of any changes in street names; establishment of new streets; changes of address numbers used on existing streets including changes in street ranges; changes in response agency jurisdiction which impact the Emergency Service Numbers (ESNs); and any other changes in municipal or County boundaries.



**GTE NORTHWEST INCORPORATED
APPLICATION FOR
ENHANCED 9-1-1 SERVICE**

This application for ENHANCED 9-1-1 SERVICE FROM GTE NORTHWEST, INC. ("GTE Northwest") is made by KING COUNTY, representing all authorized dispatch centers within its jurisdiction. The details of this service are outlined in this document.

King County currently receives Enhanced 9-1-1 (E9-1-1) network and Automatic Location Information (ALI) data base services from U.S. West Communications, Inc., and GTE Northwest for central offices within their respective serving areas. GTE Northwest shall continue to provide the same level of service, by authority of this document, based on the terms and conditions of its 9-1-1 Emergency Telephone Service Tariff (WN U-10) on file with the Washington Utilities and Transportation Commission (WUTC).

King County applies for the continuation of existing services from GTE Northwest as follows:

1. GTE Northwest shall continue to provide and maintain E9-1-1 network connectivity between its serving central offices and the current U.S. West tandem control office, which provides all selective routing and transfer functions for the County's system. A schematic illustrating the King County E9-1-1 network provided by GTE Northwest is included as Attachment A. A scope of work for network services to be provided is outlined in Attachment B.
2. GTE Northwest shall continue to provide ALI data base service development and maintenance services for its subscribers whose records reside in the U. S. West ALI Data Management System (DMS) maintained for King County. The scope of work for GTE Northwest's E9-1-1 ALI data base services is outlined in Attachment B.
3. GTE Northwest shall continue to bill King County directly for its E9-1-1 Network and ALI data base services based on the terms and conditions in the WN U-10 Tariff. The rate elements, based on the Tariff, are as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
GTE:		
Code Recognition	-----	46.36
9-1-1 Service Line	65.00	16.92
9-1-1 Transport	-----	4.45/mile
(C.O. to U.S. West meet-point and return to PSAP serving C.O., as applicable)		



238.58

.0513/record

Selective Routing

a. Selective Router

data base

.13610/record

.0520

4. U.S. West shall continue as the primary point of contact for overall system management issues. GTE Northwest will continue to assist the County and/or U.S. West directly in matters concerning its provision of E9-1-1 services as outlined, and/or the affects of its operation on the on-going welfare of the E9-1-1 system.
5. This document constitutes a "records only" follow-up, and does not itself affect or alter current E9-1-1 services provided by GTE Northwest to King County in anyway.
6. King County shall comply with all customer obligations as identified in GTE Northwest's WN U-10 Tariff.

Requested By:
King County

Accepted By:
GTE Northwest, Inc.

Signature

Signature _____

Name _____

Name _____

Regional Sales Manager

Title

Title

Date _____

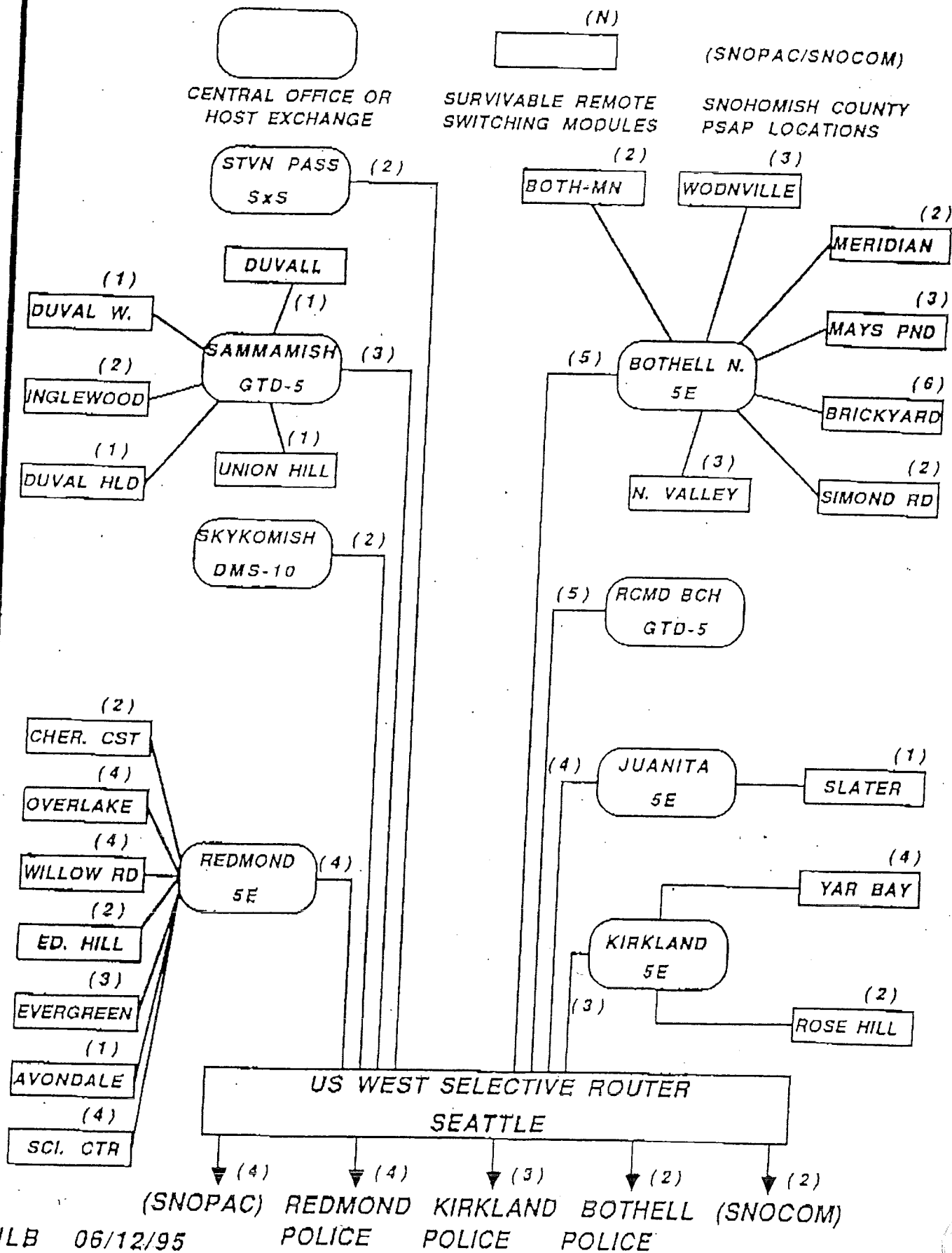
Date _____

Attachments:

- A. E9-1-1 Network Schematic
B. Scope of Work



KING COUNTY 9-1-1 SWITCHED NETWORK



Attachment B

SCOPE OF WORK

System Routing and Configuration

GTE Northwest central offices located in King County's jurisdiction, or which provide local service to King County subscribers, shall continue to be selectively routed through a U.S. West tandem control office in Seattle, Washington. The control office shall also provide all necessary transfer functions for 9-1-1 calls originated from these same central offices.

Network services provided by GTE Northwest shall continue to be maintained at levels sufficient to ensure P.O1 grade of service, as outlined in the WN U-10 Tariff.

ALI Data Base Development and Maintenance

GTE Northwest shall continue to export ALI update records to the U. S. West ALI DMS on a daily basis for inclusion in the King County E9-1-1 data base.

The County will continue to verify the accuracy of the information contained in the Master Street Address Guide (MSAG), and advise GTE Northwest via U. S. West, of any changes in street names; establishment of new streets; changes of address numbers used on existing streets including changes in street ranges; changes in response agency jurisdiction which impact the Emergency Service Numbers (ESNs); and any other changes in municipal or County boundaries.



TELEPHONE UTILITIES OF WASHINGTON, INC.

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9-1-1 EMERGENCY SERVICEI. DESCRIPTION

9-1-1 is the three-digit telephone number designated throughout the U.S. as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services. The Company offers three types of 9-1-1 Services: Basic 9-1-1, Basic 9-1-1 with ANI provisioning, and Enhanced 9-1-1. Each of these services is further defined in this schedule.

II. DEFINITIONSA. 9-1-1

A three digit telephone number to facilitate the reporting of an incident or situation requiring response by a public safety agency.

B. 9-1-1 ANI-ONLY SERVICE

9-1-1 ANI-ONLY Service includes Automatic Number Identification (ANI) which is the provision of the caller's telephone number to the Public Safety Answering Point (PSAP). ANI may not be provided from multiparty end users. For calls placed to a PSAP from off-premises stations and stations behind business systems, where ANI is provided, it may provide the identity of the primary telephone service billing or lead number.

C. 9-1-1 BASIC SERVICE

9-1-1 Basic Service provides for routing all 9-1-1 calls originated by stations with given central office prefix codes to a single PSAP which is prepared to receive those calls via a 9-1-1 Service Line.

D. 9-1-1 ENHANCED SERVICE

9-1-1 Enhanced Service is enhanced to include ANI, Automatic Line Identification (ALI), and Selective Routing (optional), to facilitate appropriate public safety response.

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By Robert N. Brown

Title Manager, Tariffs



TELEPHONE UTILITIES OF WASHINGTON, INC.

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9-1-1 EMERGENCY SERVICEII. DEFINITIONS (Continued)E. 9-1-1 SERVICE AREA

The geographic area in which the 9-1-1 customer will respond to all 9-1-1 calls and dispatch appropriate emergency assistance.

F. 9-1-1 SERVICE LINE

A facility connecting a PSAP to its serving Central Office.

G. 9-1-1 TRANSPORT

A dedicated circuit between central offices for the provision of 9-1-1 service.

H. 9-1-1 TRANSPORT TERMINATION

A connection at each end of the 9-1-1 transport circuit.

I. ALTERNATE ROUTING

The capability of automatically rerouting 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks from a central office or to a primary PSAP are busy or out of service. May also be activated upon request, or automatically if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.

J. AUTOMATIC LOCATION IDENTIFICATION (ALI)

The automatic display at the PSAP of the caller's telephone number, the service address for the telephone line and supplementary information.

K. AUTOMATIC LOCATION IDENTIFICATION RECORDS

The telephone number, the service address for the telephone line, and Emergency Service Number (ESN), and supplementary information for display at a PSAP.



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9-1-1 EMERGENCY SERVICEII. DEFINITIONS (Continued)L. AUTOMATIC LOCATION IDENTIFICATION STORAGE/RETRIEVAL

Equipment and software used to store and retrieve ALI Records.

M. AUTOMATIC NUMBER IDENTIFICATION (ANI)

The feature by which the calling party's telephone number is forwarded to the 9-1-1 customer's premises equipment for display.

N. CALLED PARTY HOLD

The capability to maintain control of an incoming 9-1-1 call by a PSAP attendant for tracing or confirmation of an emergency even if the caller hangs up.

O. CALLED TRANSFER

The extending of a 9-1-1 call by a PSAP attendant to connect the caller with the action agency.

P. CALLER

An individual who places a 9-1-1 call in an effort to request assistance of a public safety nature. May also be referred to as an end user.

Q. CENTRAL OFFICE (CO)

A telephone company facility that houses the switching and trunking equipment serving telephones in a defined area.

R. CODE RECOGNITION

Enables a Central Office to accept 9-1-1 calls and direct them to a 9-1-1 transport facility.

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9-1-1 EMERGENCY SERVICEII. DEFINITIONS (Continued)S. CUSTOMER

Governmental unit or other entity authorized to receive and process 9-1-1 calls.

T. CUSTOMER PREMISES EQUIPMENT (CPE)

Terminal equipment at the PSAP.

U. DATA BASE

A collection of information organized in a computer to facilitate rapid search and retrieval. Data Bases include ALI, Master Street Address Guide (MSAG), telephone number/Emergency Service Number (ESN), and subscriber line data.

V. DATA MANAGEMENT SYSTEM (DMS)

The combination of manual procedures and computer programs used to create, store, manipulate, and update data required to provide selective routing and ALI.

W. DEDICATED CIRCUIT

A telephone circuit used for one purpose only; e.g. transmission of 9-1-1 calls.

X. DEFAULT ROUTING (DR)

The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI failure, unreadable digits or other cause.

Y. DIAL TONE FIRST

The provision of dial tone to enable a caller to originate and complete 9-1-1 calls from public telephones without inserting a coin or any other device. Also known as coin free dialing.



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9-1-1 EMERGENCY SERVICEII. DEFINITIONS (Continued)Z. DIVERSE ROUTING

The practice of routing calls through different circuit paths in an effort to prevent total loss of the 9-1-1 system in the event an individual circuit is disabled.

aa. EMERGENCY SERVICE NUMBER (ESN)

A number used in the DMS to designate the public safety agencies responsible for service to the location of each telephone in a 9-1-1 service area, for the purpose of determining call routing. Also see ESZ.

bb. EMERGENCY SERVICE ZONE (ESZ)

A defined geographical territory consisting of a specific combination of law enforcement, fire, and emergency medical coverage areas. Also see ESN.

cc. END OFFICE

A central office which receives originating 9-1-1 calls.

dd. ENHANCED 9-1-1

A telephone system which includes ANI, ALI, and (optionally) Selective Routing, to facilitate appropriate public safety response.

ee. EXCHANGE

A defined area, served by one or more telephone central offices, within which a telephone company furnishes service.

ff. FIXED TRANSFER

The capability of a PSAP attendant to transfer a 9-1-1 call to a specific agency associated with a single button.

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9-1-1 EMERGENCY SERVICEII. DEFINITIONS (Continued)gg. FORCED DISCONNECT

The capability of a PSAP attendant to disconnect a 9-1-1 call to prevent jamming of the incoming lines.

hh. INTERCONNECT

The connection of the serving telephone company's equipment with the equipment of another vendor. Also a generic term used to refer to a non-telephone company vendor.

ii. MASTER STREET ADDRESS GUIDE (MSAG)

A data base of street names and address ranges within their associated postal communities defining emergency service zones for 9-1-1 purposes.

jj. NON-ALTERNATE ROUTING

The capability of routing 9-1-1 calls by the use of the NXX or trunk group.

kk. NXX

The first three digits of a local telephone number that identifies the central office switching location within its area code.

II. P.01 GRADE OF SERVICE

A measure of emergency telephone service in which no more than one call in 100 attempts will receive a busy signal during the average busiest hour.

mm. PSAP ATTENDANT

A person responsible for answering incoming 9-1-1 calls at a PSAP, determining the action to be taken, and executing the PSAP's procedures in the disposition of such calls.



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9-1-1 EMERGENCY SERVICEII. DEFINITIONS (Continued)nn. PUBLIC SAFETY ANSWERING POINT (PSAP)

A facility equipped and staffed to receive 9-1-1 calls. A primary PSAP receives the calls directly. A secondary PSAP receives the 9-1-1 calls that are relayed or transferred from the Primary PSAP.

oo. PUBLIC SWITCHED TELEPHONE NETWORK (PSTN)

The totality of equipment, lines, and controls assembled to establish communication paths between calling and called parties.

pp. REVERSE SEARCH

A query of the ALI database initiated at the PSAP to electronically obtain the ALI data associated with a known telephone number for purposes of handling an emergency call when that telephone number is not directly connected to the PSAP. It can also be used for an ANI failure on a telephone line that is connected to the PSAP.

qq. RING BACK

The capability permitting a PSAP attendant to cause the telephone on a held circuit to ring. Also known as Re-Ring.

rr. SELECTIVE TRANSFER

The capability of transferring a 9-1-1 call to the pre-programmed number typically designated as Police, Fire or Emergency Medical, based on the origin of the incoming call and the nature of the response required.

ss. SERVING CENTRAL OFFICE

The central office (CO) from which a PSAP is served. Also see Central Office.



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9-1-1 EMERGENCY SERVICEII. DEFINITIONS (Continued)tt. SUBSCRIBER

A person or business that orders access line service from a telephone company.

uu. SUBSCRIBER LINE DATA

The telephone number, service address for telephone line, and supplementary information for development and maintenance of ALI and MSAG.

vv. SUBSCRIBER LINE DATA RECEIPT

The acceptance and processing of Subscriber Line Data from other entities and creation of ALI Records.

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9-1-1 EMERGENCY SERVICEIII. CONDITIONS

- A. The Company shall not be required to provide 9-1-1 service to less than an entire Central Office serving area.
- B. The Company does not answer and/or forward 9-1-1 calls, but furnishes the use of its facilities to enable the 9-1-1 customer's personnel to receive such calls.
- C. There will be NO CHARGE for originating a 9-1-1 call.
- D. The calling party forfeits any privacy rights afforded by a non-published or non-listed service when calling 9-1-1.
- E. If a 9-1-1 call comes via Inter-exchange Carrier or a non local Exchange Company (LEC) such as a Company Radio Based IMTS cellular provider, alternative operator provider or shared service provider, the completeness and accuracy of the ANI and ALI information forwarded cannot be assured.
- F. Services offered under this tariff are not subject to voluntary suspension by either party.
- G. A Companies 9-1-1 network related service is limited to the transport of a 9-1-1 call from a caller (end user) to a public safety answering point (PSAP).
- H. The Company will provide one type of 9-1-1 service per Central Office at the same time, either Basic or Enhanced, but not both.
- I. 9-1-1 Service furnished to the PSAPs' is restricted to one-way incoming service. Outgoing calls are allowed on a transfer basis using alternate routing.
- J. When ANI is not available, a 9-1-1 call will be default routed to a customer designated PSAP.

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9-1-1 EMERGENCY SERVICEIII. CONDITIONS (Continued)

- K. Rates charged for 9-1-1 Service include normal public switch dedicated network monitoring of facilities to discover errors, defects and malfunctions in the network, but do not include any additional monitoring. If available, the LEC may provide additional inspection and monitoring of facilities for an additional charge upon customer request.
- L. Options for diversity will be reviewed at the time of system design, and also at the annual anniversary of system turn up. The actual level of diversity will be a joint decision between the LEC and the customer. Additional charges may apply under Special Construction or Individual Case Basis (ICB).
- M. The company may begin MSAG preparation upon application from the customer with assurance that: 1) 90% of the access lines associated with the proposed Enhanced 9-1-1 system have standard service addressing (i.e., house numbers, street names, and postal communities), 2) a plan to resolve the remaining 10% has been determined.
- N. The LEC will build and maintain Master Street Address Guide file in concert with customer utilizing standard service addresses (i.e. house numbers, street names, and postal communities).
- O. The rates and charges for 9-1-1 Service elements are based upon utilizing standard service addresses (i.e. house numbers, street names, and postal communities) in populating the DMS (Data Management System). Addressing not in this format will be negotiated with the LECs.
- P. Routine MSAG changes will be made within two business days of receipt. Special large changes and annexations may require more than two business days. Charges for customer-initiated changes and rearrangements affecting the subscriber's service address and ALI database records (e.g., street name and number changes, emergency services zone and name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates, will be based upon the actual cost for such changes and rearrangements. In such cases a valid comparative listing of changes must be supplied by the customer providing direct and individual references to existing designations.

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9-1-1 EMERGENCY SERVICEIII. CONDITIONS (Continued)

- Q. The LEC will provide a range of Emergency Service Numbers (ESN) that would be available for assignment by the customer.
- R. The LEC that maintains the MSAG file will provide an updated file to the customer and other LECs quarterly.
- S. The maintenance of the ALI database, as well as the 9-1-1 call routing, for those telephone accounts that work in location outside of their normal central office serving territory will require special procedures. Telephone lines terminated in locations outside of their central office territory may not provide normal 9-1-1 routing or ALI records. The Company will determine how this will be handled and advise the customer.
- T. The 9-1-1 customer will process all calls 24 hours per day, 7 days per week, 52 weeks per year, that come in from the Central Office whether or not it is outside the answering 9-1-1 customer's (9-1-1 providers) jurisdiction.
- U. The 9-1-1 service is not a replacement for a telephone number of the PSAP. The PSAP will have at least one 7-digit unlisted, and one listed number available 24 hours a day for a total of two 7-digit numbers.
- V. Customer will make application for 9-1-1 service in writing. The customer or agent for the customer must provide satisfactory proof of appointment. 9-1-1 jurisdictional disputes and resolutions are between the parties and not the Company.
- W. A public safety answering point shall be allowed to reverse search the automatic location identification (ALI) database when a 9-1-1 emergency call has been placed and the connection is lost.

Reverse search shall not be used for criminal or legal investigations or other non-emergency purposes.

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9-1-1 EMERGENCY SERVICEIII. CONDITIONS (Continued)

- X. All 9-1-1 customers must purchase 9-1-1 service elements contained within the tariff sufficient to maintain P.01 grade of service. A minimum of two circuits is required between each central office and the serving central office and/or the end office and the 9-1-1 control office. This requirement may be waived when an end office is a remotely controlled switch.
- Y. Prior to dispatch the 9-1-1 PSAP attendant dispatcher will attempt to obtain the location of the incident from the caller. The address information maintained by the LEC may not be the actual location of the caller's need.
- Z. CPE must be compatible with the service and interface standards of the Company. Upon request the Company will make available standards for interface with CPE.
- aa. The CPE must be compatible with the service furnished by the LEC.
- bb. The Company or customer shall notify the other in the event the system is not functioning properly.
- cc. Company obligations for 9-1-1 service may be further defined with each customer. Provisioning of 9-1-1 service will conform to state and federal rules & regulations.
- dd. The following features are examples of 911 Features the Company offers:
- Called Party Hold
 - Forced Disconnect
 - Ring Back
 - Switch Hook Status.
 - Ideal Tone
- ee. 9-1-1 Service Line charge applies only when the customer (PSAP Center) is located within the Companies serving area. A Service Line must be ordered per Central Office within an exchange. The Transport and Transport Termination charge will only apply when the PSAP is not in the serving exchange.

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9-1-1 EMERGENCY SERVICEV. LIABILITY

- A. The Company and its employees, directors, officers or agents in providing emergency communications systems or services including data base information to emergency communication system personnel shall not be liable for civil damages caused by an act or omission of the company, its employees, directors, officers or agents in the:
1. Good-faith release of information not in the public record, including unpublished or unlisted subscriber information to emergency service providers responding to calls placed to a 911 or enhanced 911 emergency service, or
 2. Design, development, installation, maintenance, or provision of consolidated 9-1-1 or enhanced 9-1-1 emergency communication systems or services other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B. The Company's liability for civil damages to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section and in any sections of other tariffs which apply to the provision of 9-1-1 service by the Company. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer, except as caused by the Company's gross negligence or willful or wanton misconduct.

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9-1-1 EMERGENCY SERVICEV. LIABILITY (Continued)

- C. The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, except for gross negligence and/or wanton or willful misconduct, the Company's liability to any person, corporation, or other entity for any loss or damage shall not exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer.
- D. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service when there is a failure of or interruption in 9-1-1 service due to the attachment of any equipment by a customer to Company facilities. The customer may with the prior written consent of the Company, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by the Company. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. The Company reserves the right to refuse attachments if the Company determines that said attachments will degrade the 9-1-1 system ordered by the customer, Company facilities, or otherwise affect its telephone operations.

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9-1-1 EMERGENCY SERVICEV. LIABILITY (Continued)

- E. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide, 9-1-1 Service to any subscriber to a non-regulated telephone service (e.g., shared tenant service). It is the obligation of the customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the customer's service area. The Company shall have no responsibility for the accuracy of the ANI or ALI information for 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the customer's service area, or for calls originating from mobile/cellular telephones.
- F. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused by the negligence or willful act of any person other than the Company, or arising from the use of customer provided facilities or equipment.
- G. 9-1-1 service is provided solely for the benefit of the 9-1-1 customer operating the Public Safety Answering Point (PSAP). The provision of 9-1-1 service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any person or legal entity other than the 9-1-1 customer. The Company's tort liabilities, if any, to third parties should be limited to instances in which the Company's conduct constitutes gross negligence or willful or wanton misconduct.

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 37

9-1-1 EMERGENCY SERVICEIV. RATE REGULATIONS (Continued)

B. MATRIX

		911 Basic		
<u>RATE ELEMENT</u>		<u>Rate Per Month</u>	<u>S&E Code</u>	<u>Nonrecurring Charge</u>
1.	CODE RECOGNITION (Per C.O.)	\$ 8.57	CODEREC3	ICB
2.	FEATURES	ICB		ICB
3.	ANI (Per Trunk)	N/A		N/A
4.	9-1-1 SERVICE LINE	17.65	911BUS3	29.50 X911BUS3
5.	9-1-1 TRANSPORT (Per Trunk Mile)	N/A		N/A
6.	9-1-1 TRANSPORT TERMINATION (Per Trunk)	N/A		N/A
7.	ALI (Per System)	N/A		N/A
8.	SUBSCRIBER LINE DATA (Per 1,000 Lines)	N/A		N/A
9.	SUBSCRIBER LINE DATA RECEIPT (Per 1,000 Lines)	N/A		N/A
10.	ALI STORAGE/RETRIEVAL (Per 1,000 Lines)	N/A		N/A
11.	ALTERNATE ROUTING	N/A		N/A
	A. Per Trunk	N/A		N/A
	B. Per Trunk Mile	N/A		N/A

ICB = Individual Case Basis

N/A = Not Applicable

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9-1-1 EMERGENCY SERVICEIV. RATE REGULATIONS (Continued)

B. MATRIX

<u>RATE ELEMENT</u>	<u>Rate Per Month</u>	<u>911 Basic</u>	
		<u>S&E Code</u>	<u>Nonrecurring Charge</u>
1. CODE RECOGNITION (Per C.O.)	\$ 8.57	CODEREC2	ICB
2. FEATURES	ICB		ICB
3. ANI (Per Trunk)	4.28	ANITRK2	ICB
4. 9-1-1 SERVICE LINE	17.65	911BUS2	\$ 29.50 X911BUS2
5. 9-1-1 TRANSPORT (Per Trunk Mile)	2.33	1L5X12	0.00
6. 9-1-1 TRANSPORT TERMINATION (Per Trunk)	72.58	1L5XX2	0.00
7. ALI (Per System)	N/A		N/A
8. SUBSCRIBER LINE DATA (Per 1,000 Lines)	N/A		N/A
9. SUBSCRIBER LINE DATA RECEIPT (Per 1,000 Lines)	N/A		N/A
10. ALI STORAGE/RETRIEVAL (Per 1,000 Lines)	N/A		N/A
11. ALTERNATE ROUTING			
A. Per Trunk	72.58	ALTRTT2	0.00
B. Per Trunk Mile	2.33	ALTRTM2	0.00

ICB = Individual Case Basis

N/A = Not Applicable

Advice No. 92-25

Issued December 7, 1992

Effective January 8, 1993

Issued By Telephone Utilities of Washington, Inc.,
P.O. Box 9901, Vancouver, WA

By Robert N. Brown

Title Manager, Tariffs



TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 37

(C)

9-1-1 EMERGENCY SERVICEIV. RATE REGULATIONS (Continued)

B. MATRIX

<u>RATE ELEMENT</u>	<u>Rate Per Month</u>	<u>911 Basic</u>	
		<u>S&E Code</u>	<u>Nonrecurring Charge</u>
1. CODE RECOGNITION (Per C.O.)	\$ 8.57	CODEREC1	ICB
2. FEATURES	ICB		ICB
3. ANI (Per Trunk)	4.28	ANITRK1	ICB
4. 9-1-1 SERVICE LINE	17.65	911BUS1	\$ 29.40 X911BUS1
5. 9-1-1 TRANSPORT (Per Trunk Mile)	2.33	1L5XX11	0.00
6. 9-1-1 TRANSPORT TERMINATION (Per Trunk)	72.58	1L5XX1	0.00
7. ALI (Per System)	0.00	10,818.51	XALI
8. SUBSCRIBER LINE DATA (Per 1,000 Lines)	132.07	SLD	8,393.78 XSLD
9. SUBSCRIBER LINE DATA RECEIPT (Per 1,000 Lines)	27.78	SLDR	0.00
10. ALI STORAGE/RETRIEVAL (Per 1,000 Lines)	27.78	ALISR	0.00
11. ALTERNATE ROUTING			
A. Per Trunk	72.58	ALTRT1	0.00
B. Per Trunk Mile	2.33	ALTRTM1	0.00

ICB = Individual Case Basis

N/A = Not Applicable

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Title Manager, Tariffs



EXHIBIT 2

PUBLIC SAFETY ANSWERING POINTS (PSAPS)

PRIMARY PSAPS			
Name	Contact	Address	Phone
Bellevue PD	Alan Komenski, Communications Manager	P.O. Box 90012 Bellevue, WA 98009-9103	425-452-2055
Bothell PD	Micki Donovan-Sved, Communications Director	18410 101st Ave. N.E. Bothell, WA 98011	425-487-5559
Enumclaw PD	Eric Sortland, Lieutenant	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	Deb Huntsinger, Captain	3511 N.E. 2nd St. Renton, WA 98056	206-296-7500
Kirkland PD	Eric Olsen, Captain	123 5th Ave. Kirkland, WA 98033	425-828-7949
Port of Seattle PD	Phyllis Hull, Communications Supervisor	SeaTac International Airport P.O. Box 68727 Seattle, WA 98168	206-433-4457
Redmond PD	Mark Hagreen, Commander	8701 160th Ave. N.E. Redmond, WA 98052	425-556-2509
Seattle PD	Ted Jacoby, Director	810 Virginia St. Seattle, WA 98101	206-684-8632
University of Washington PD	Rich Lewis, Lieutenant Director	1117 N.E. Boat St. Seattle, WA 98105	206-616-0871
Valley Communications Center	Chris Fischer, Director	27519 108 th Ave. S.E. Kent, WA 98031	253-372-1510
Washington State Patrol	Jo Baumgartner, Station Manager	2803 156th Ave. S.E. Bellevue, WA 98007	425-649-4659

SECONDARY PSAPS			
Name	Contact	Address	Phone
Seattle FD	Susan Rosenthal, Deputy Chief	2318 4 th Ave. Seattle, WA 98121	206-386-1492



PRIMARY WIRELESS PSAPS			
Name	Contact	Address	Phone
Bellevue PD	Alan Komenski, Communications Manager	P.O. Box 90012 Bellevue, WA 98009-9103	425-452-2055
King County Sheriff's Office	Deb Huntsinger, Captain	3511 N.E. 2nd St. Renton, WA 98056	206-296-7500
Seattle PD	Ted Jacoby, Director	810 Virginia St. Seattle, WA 98101	206-684-8632
Valley Communications Center	Chris Fischer, Director	27519 108 th Ave. S.E. Kent, WA 98031	253-372-1510
Washington State Patrol	Jo Baumgartner, Station Manager	2803 156th Ave. S.E. Bellevue, WA 98007	425-649-4659

SECONDARY WIRELESS PSAPS			
Name	Contact	Address	Phone
Bothell PD	Micki Donovan-Sved, Communications Director	18410 101st Ave. N.E. Bothell, WA 98011	425-487-5559
Enumclaw PD	Eric Sortland, Lieutenant	1705 Wells Enumclaw, WA 98022	360-825-3505
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Kirkland PD	Eric Olsen, Captain	123 5th Ave. Kirkland, WA 98033	425-828-7949
Port of Seattle PD	Phyllis Hull, Communications Supervisor	SeaTac International Airport P.O. Box 68727 Seattle, WA 98168	206-433-4457
Redmond PD	Mark Hagreen, Commander	8701 160th Ave. N.E. Redmond, WA 98052	425-556-2509
Seattle FD	Susan Rosenthal, Deputy Chief	2318 4 th Ave. Seattle, WA 98121	206-386-1492
University of Washington PD	Rich Lewis, Lieutenant Director	1117 N.E. Boat St. Seattle, WA 98105	206-616-0871

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 a police officer should be dispatched to the location to attempt to locate the caller.
- 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) Calls – 911 calls from customers of VoIP Service Providers are currently forwarded to 911 lines at the PSAPs with no location information. Once the technology and standards for E-911 Service for VoIP have been developed and are commercially available, VoIP 911 calls will be selectively routed to the PSAPs with ANI/ALI. Each PSAP shall make a

reasonable effort to respond to all VoIP 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 or by the caller. 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 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 other than the number listed for the Washington State Patrol that shall be listed in King County telephone directories for reporting police, fire, and medical emergencies. Each PSAP, however, shall maintain a separate seven-digit emergency back-up number and list a separate number for non-emergency telephone calls in the telephone directory serving its area.
3. Night Service Routing - Each PSAP shall establish night service routing (back-up routing) at another PSAP or other location 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

A. The operating procedures and protocols for Primary PSAPs are as follows:

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

In the event that a caller reporting a combined incident is disconnected before

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

5. In the event that all trunks between a Primary PSAP and a Secondary PSAP are busy and the Primary PSAP has an additional call(s) to be transferred to the Secondary PSAP, the Primary PSAP operator shall tell the caller to remain on the line and the operator shall stay on the line with the caller.
- B. The operating procedures and protocols for Secondary PSAPs are as follows:
1. The basic functions of Secondary PSAPs shall be the receipt of calls reporting incidents requiring the services of agencies supported by the Secondary PSAP as transferred by a Primary PSAP, the interrogation of callers reporting such incidents, the triaging of such calls, and the allocation of appropriate resources to resolve such incidents.
 2. Secondary PSAP operators shall interrogate so as to derive the location of the incident as the first priority. In the event that the location of the incident is in a jurisdiction served by agencies supported by another PSAP, the operator shall immediately transfer the call to the appropriate PSAP when feasible. In the event that such transfer is not feasible due to equipment or network constraints, or the nature of the call, the operator shall complete the interrogation and relay the relevant information to the appropriate PSAP.
 3. Secondary PSAP operator answering phrases shall always include a listing of the services supported by that PSAP; e.g., "Fire and emergency medical", etc.
- C. Transferring 911 Calls:
1. All Primary and Secondary operators transferring a 911 call to another PSAP shall remain on the line long enough to assure that the transfer has been successfully completed. Once the receiving PSAP operator has answered the call, the transferring PSAP shall announce the name of their PSAP and inform the receiving PSAP operator that they are transferring a call; e.g., "This is the King County Sheriff's Office with a transfer".



City of Seattle

Paul Schell, Mayor

Executive Services Department

Dwight D. Dively, Director

September 10, 1999

Marlys Davis
King County Enhanced 9-1-1 Office

REF: Seattle Police Department and Communications Center

RE: City of Seattle Insurance Programs

This is to provide verification of the City of Seattle's liability, vehicle, property and workers compensation insurance.

The City of Seattle maintains a primary self-insured retention program, administered in-house, and approved by the State of Washington. In the event of an uninsured incident, which occurred as a result of the City's negligence or for which the City was found responsible, indemnification would be addressed by the City under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be applicable.

Injury to employees is covered by the City's self-insured worker's compensation program, pursuant to regulations and procedures approved by the State of Washington. Volunteers who are properly registered by the City, and signed in for the date and place of activity, are covered by a purchased policy of excess personal liability, accident medical, and liability auto insurance. This insurance responds to damages that occur during the time period, and for the activities, the volunteer has been authorized to perform.

Please call me at 206-615-1507 if you need additional information. In the event of an emergency, you may page me at 206-340-5453.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Hughes".

Pamela Hughes
City Risk Manager



STUDY ON

ENHANCED 911

FUNDING POLICIES



PREPARED BY

KING COUNTY ENHANCED 911 PROGRAM OFFICE

JULY 22, 1996

STUDY ON ENHANCED 911 FUNDING POLICIES

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I. DESCRIPTION OF CURRENT E-911 SYSTEM

A. History

In 1981, the Washington State legislature enacted legislation which allowed counties to collect an excise tax on telephone access lines for the purposes of funding an emergency service communication system. Because of the complexity of the public safety environment in King County, with multiple police and fire jurisdictions, it was determined that an enhanced 911 telephone system, with the capability of selectively routing 911 calls to the appropriate response agency, would be required. In addition, public safety and county officials felt that it was extremely important for the system to be able to display the telephone number and location of the calling party at the public safety communications center, which is also a feature of an enhanced system. This allows for responses to emergency situations in which the caller is unable to give their location. As a result of these requirements, the decision was made to implement an enhanced 911 system in King County. The imposition of an excise tax for the purpose of paying for the implementation and operation of an enhanced 911 emergency telephone system was approved by the voters of King County in November, 1981 (Ordinance No. 5680).

Once the voters authorized the collection of the tax, work began on the design of the system and the selection of a vendor to implement the system. At that time, there were twenty-seven public safety communications centers operating in King County which answered and dispatched emergency calls. Due to the political climate, it became apparent that if County government attempted to force any of these communications centers to consolidate, it may not have been possible to implement an enhanced 911 (E-911) system. The state legislation required that emergency communication systems be established on a county-wide basis, so it was critical that all of the public safety agencies in the county work together as a team to implement our 911 system. As a result, it was determined that each of the existing public safety communications centers would be established as Public Safety Answering Points (PSAPs) within the E-911 system.

911 service at that time was not a service which was tariffed in Washington State by the Utilities and Transportation Commission. Therefore, it was necessary to sign a contract with a vendor for the implementation and operation of the system. Due to the fact that Pacific Northwest Bell, now known as US West Communications, was the telephone company which served the majority of access lines in King County, it was determined that they were the only vendor who could

supply a cost-effective, timely, efficient 911 system. A contract was signed with Pacific Northwest Bell in August, 1983. They in turn signed sub-contracts with General Telephone of the Northwest and Telephone Utilities, the other two telephone companies which provide service in King County. The County Council then passed Ordinance No. 6875, which established the 911 excise tax rate at \$.45 per telephone access line per month and set the effective date of the tax as September, 1984. King County's E-911 system was implemented one year later on September 4, 1985.

B. Configuration of E-911 System

The E-911 system is comprised of several components. These include:

1. Network

The E-911 network consists of dedicated 911 trunks from each telephone company central office into the 911 tandem switch, which is located at the US West Seattle Main central office in downtown Seattle. In addition, dedicated 911 trunks are also placed from the 911 tandem out to each of the PSAPs. The 911 tandem is the component in the system which is responsible for routing all 911 calls to the correct PSAP. The 911 trunks are ordered through and maintained by the telephone companies. Traffic data is collected on these trunks by the telephone companies and reported to the E-911 Program Office on a quarterly basis. This data is used to evaluate the network to ensure that there are sufficient 911 trunks available to provide the citizens served by each central office an acceptable level of access to 911. The 911 industry standard for an acceptable level of access has been established as a P.01 grade of service, which means that with an average call distribution, only one out of every one hundred callers should get a busy signal.

This year, trunks have also been installed from each of the Cellular companies' switches into the 911 tandem. This allows cellular 911 calls to be routed by cell site to various PSAPs.

2. Data base

The E-911 data base determines what automatic number and location information will be displayed at the PSAP and which PSAP the 911 call will be routed to when a citizen calls 911. The information which displays at the PSAP includes the caller's name,



telephone number, address, type of telephone service (residential, business, etc.), and the police and fire agencies who respond to the jurisdiction the caller's address is located in. The E-911 data base for King County is maintained by US West, with the other telephone companies feeding their customer information to US West to allow for one data base county wide. As citizens contact their telephone company to sign up for telephone service, they are asked for the address where their service is to be located. This address, along with the citizen's other information, is then entered into the E-911 data base. If the address falls within an existing address range, the new address is accepted into the system and is assigned the Emergency Service Number (ESN) of the address range it fits within. If the address does not fit within an existing range, it is sent to the E-911 Program Office. Program office staff then verify that the address is correct, assign the appropriate ESN, and send the information back to US West to be entered into the data base. The program office maintains their own copy of the 911 data base on the county's mainframe computer. In addition to sending the information to US West, a copy is also sent to the designated police or fire contact for the ESN area, who also checks the information for accuracy. This assures that the information in the 911 data base is correct, and also notifies the responding jurisdictions of new addresses within their response area.

An ESN is a routing code which is established for each unique combination of police and fire response agencies within the county, and routes the 911 calls to the PSAP which dispatches for the agencies. This is the system which allows 911 calls to be automatically routed to the appropriate PSAPs for handling. In King County, our system first routes the 911 call to the PSAP which dispatches for the police response agency, because it has been determined that approximately 85% of 911 calls are for police services. Some PSAPs dispatch for both police and fire agencies, so the call would be handled regardless of the nature of the emergency. Many PSAPs handle either police or fire/emergency medical emergencies, but not both. In this case, the police PSAP which answers the 911 call would immediately transfer the call to the fire PSAP upon determining that the caller needed fire or emergency medical services. To transfer the call to the appropriate fire PSAP, the call receiver simply needs to depress a "fire" button, and the E-911 system automatically routes the call to the correct fire PSAP based on the ESN which has been assigned to the caller's address.

3. Equipment

The equipment component of the E-911 system consists of E-911 controllers and automatic number identification/automatic location identification (ANI/ALI) displays. The E-911 controller is a unit at each PSAP which the 911 trunks are connected to. This unit receives and controls the 911 call by determining which position at the PSAP the caller's voice and ANI/ALI data are sent to, generating ringing notification, and providing disconnect supervision for the call. The E-911 controller is interfaced to the telephone equipment and the Computer Aided Dispatch (CAD) system at each PSAP.

ANI/ALI display units are located at each call answering position at each PSAP. In addition to displaying the caller's name, telephone number, address, and other information for each 911 call, these units also allow access to features provided by the E-911 controller. These include: dedicated fire and police transfer buttons, which automatically transfer the 911 call to the fire or police PSAP designated by the ESN; fixed transfer buttons, which can be programmed with any telephone number and allow the 911 call to be transferred with the push of one button; reverse ALI searches, which are used to search the ALI data base for an address when a caller reports an emergency at a different location in which they only know the telephone number; and last ten ALI look-up, which allows the call receiver to scroll back through the last ten ALI displays if they need information on a previous call.

4. PSAPS

The PSAPs are the public safety communications centers which participate in the King County E-911 system by answering and handling 911 calls. The County has signed a participation agreement with each PSAP, which establishes the policy under which the E-911 system is managed. In addition to the E-911 equipment which is provided to them through King County E-911 funds, each PSAP is responsible for providing the telephone system, CAD system, radio equipment, and recording equipment which is necessary for the handling of the 911 calls. They must also provide basic and emergency power for this equipment to ensure that the PSAP can continue to operate during power outages. The participation agreement establishes protocols for the answering of the 911 calls and the interviewing of the callers to ensure the most efficient handling of the calls as they are transferred between the PSAPs.

PSAPs are designated as either primary or secondary. Primary PSAPs receive 911 calls directly from the public. In our E-911 system, 911 calls are initially routed to the PSAP which dispatches for the police agency that responds to the caller's area, so all primary PSAPs are either police only or combined police/fire/EMS PSAPs. Secondary PSAPs only receive 911 calls that have been transferred to them by another PSAP. The secondary PSAPs in our E-911 system are all fire/EMS PSAPs, with the exception of the Lake Forest Park Police Department PSAP.

The chart on the following page describes each PSAP, including the number of access lines served, number of staff, call volume, types of services provided, total annual budget, E-911 funds they receive from King County, and the percent of their budget the E-911 funds support.

5. E-911 Program Office

The E-911 Program Office is responsible for coordinating and managing the operation and maintenance of the E-911 system for King County. This includes: coordinating the E-911 network, data base, and equipment purchase and maintenance with the telephone companies and other vendors; monitoring tariffs, contracts and agreements with the PSAPs and telephone companies; monitoring the collection and distribution of the E-911 excise tax; and keeping track of changing technologies and how they affect the E-911 system.

6. PSAP Committee

The PSAP Committee is chaired by the E-911 Program Manager and is composed of one representative appointed by each PSAP. The PSAP Committee makes recommendations to the County regarding the operation and management of the E-911 system.

PSAP DESCRIPTION-1995

PSAP	# OF ACCESS LINES	# OF STAFF	CALL VOLUME		TYPES OF SERVICES										TOTAL OPERATING BUDGET	E-911 FUNDS	E-911 % OF TOTAL
			911	OTHER	POLICE	FIRE/EMS	NON-911 DISPATCH	RECORDS	ALARM MONITOR	ADMIN CALLS	PUBLIC RECEPTION	OFFICE SUPPORT	JAIL STAFF				
Primary or Combined																	
Bellevue PD	152,881	46	129,582	76,875	X	X									\$2,797,183	\$109,071	3.90%
Secondary	351,258																
Bothell PD	21,629	12	14,256		X										\$526,053	\$8,693	1.65%
Enumclaw PD	5,485	7	4,095		X	X	X		X	X		X		X	\$347,105	\$5,509	1.59%
Secondary	8,887																
Issaquah PD	12,130	9	9,033		X	X	X		X	X		X		X	\$406,905	\$6,857	1.6%
Secondary	11,122																
King County DPS	350,138	101	418,929	367,718	X										\$5,170,976	\$152,978	2.96%
Kirkland PD	42,311	11	24,794		X		X	X	X	X		X		X	\$525,000	\$12,490	2.38%
Mercer Island DPS	17,527	9	6,578		X	X	X		X	X		X		X	\$520,000	\$9,204	1.77%
Secondary	17,527																
Port of Seattle PD	9,400	11	12,811		X										\$477,270	\$6,983	1.46%
Redmond PD	40,918	13	23,671		X			X	X			X			\$650,000	\$13,532	2.08%
Seattle PD	720,527	112	587,563	220,680	X										\$6,477,238	\$251,211	3.88%
South Com	3,199	16	23,702	5,904	X	X	X		X	X					\$800,000	\$15,349	1.92%
Secondary	150,677																
Univ. of Wa. PD	24,926	29	6,471		X			X	X	X		X			\$480,000	\$8,716	1.82%
Valley Com	195,974	64	358,200		X	X									\$4,297,753	\$115,938	2.70%
Secondary	252,083																
Wa. State Patrol	6,327	25	245,244		X			X		X		X			\$1,230,000	\$227,401	18.49%
Secondary Only																	
KCFD #10	43,824	12	4,095	2,436		X			X						\$450,000	\$7,388	1.6%
KCFD #13	6,106	9	799	21		X	X			X	X	X			\$300,252	\$3,960	1.32%
Lake For. Pk. PD	3,715	7			X				X			X			\$532,797	\$4,351	0.82%
Port of Seattle FD	5,239	22	2,146				X			X	X	X			\$348,000	\$3,907	1.12%
Seattle FD	751,270	33	78,993			X					X				\$1,850,000	\$47,213	2.55%
TOTAL	1,603,372	548													\$28,186,532	\$1,010,750	3.59%

NOTES: The total number of 911 calls in King County in 1995 was approximately 2.5 million. Not all PSAPs have the capability to track their call statistics at this time.

Primary access lines only are counted. Secondary access lines are a duplicate of the primary lines.

PSAP budgets are not comparable due to the fact that each PSAP's budget is unique in how it is structured within its sponsoring agency's budget.



II. DESCRIPTION OF E-911 REVENUES AND EXPENDITURES

A. E-911 Revenues

The 1981 state law authorized counties to impose a 911 excise tax on switched access lines up to fifty cents per month for each switched access line. Counties were required to obtain voter approval prior to initiating the tax. In 1991, a new state law was passed which established an additional twenty cent tax per switched access line for the purpose of funding the implementation of Enhanced 911 statewide. This law continued the local fifty cent tax, and removed the need to seek voter approval for this local tax.

In July, 1984, the King County Council passed an ordinance which established the 911 excise tax rate at forty-five cents per month to fund the implementation of the E-911 system. The system was implemented on September 4, 1985, and after this date it was determined that a lower tax rate could support the continuing operation of the system. As a result, in November, 1985, the Council lowered the tax to thirty cents per month. This tax rate continued until January, 1990, when it was raised to thirty-five cents per month, due to the need to replace the E-911 equipment at the PSAPs and in anticipation of changing telecommunications technology.

In addition to the 911 excise tax on switched access lines, in the 1994 legislative session, the state legislature passed a bill which establishes a 911 excise tax on radio access lines at a rate of 25 cents per month. This bill addressed the issue of wireless telecommunications, including cellular phones, which were exempted from the existing tax. The intent of this new tax is to reimburse PSAPs for the impact cellular 911 calls have on them, and to assist in funding the PSAP equipment upgrades which will be necessary when ALI from wireless devices becomes available. The King County Council passed an ordinance in December, 1994, establishing this tax in King County, and the tax became effective in March, 1995.

The following chart displays the amount of 911 excise tax collected in King County since 1986.

YEAR	REVENUE
1986	\$2,863,885
1987	\$2,962,616
1988	\$2,995,126
1989	\$3,078,260
1990	\$4,003,783
1991	\$3,871,098
1992	\$4,041,058
1993	\$4,183,702
1994	\$4,355,042
1995	\$5,250,413

Note: 1995 revenue includes cellular excise tax revenue

B. E-911 Expenditures and Revenue Distribution

(Based on Budgeted Amounts)

EXPENDITURE CATEGORY	YEAR									
	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995
E-911 Program Office Support	\$46,196	\$78,609	\$101,643	\$83,308	\$79,354	\$128,487	\$167,918	\$185,335	\$250,682	\$257,012
Telephone Company Payments	\$2,046,206	\$2,128,807	\$2,280,097	\$2,445,016	\$2,748,820	\$2,792,544	\$2,892,544	\$2,756,815	\$2,575,092	\$3,063,755
PSAP Revenue Distribution	\$274,420	\$288,036	\$244,995	\$285,197	\$340,281	\$300,000	\$324,000	\$339,000	\$354,255	\$840,000
PSAP Grant Program	\$0	\$0	\$0	\$0	\$0	\$100,000	\$196,496	\$153,319	\$199,176	\$186,411
PSAP Equipment Items	\$284,818	\$297,177	\$136,898	\$679,194	\$1,094,793	\$471,056	\$269,999	\$739,038	\$1,221,287	\$419,566
Publicity Program	\$2,000	\$15,000	\$44,857	\$55,108	\$55,449	\$55,859	\$90,850	\$90,850	\$95,393	\$169,690
PSAP Training Program	\$0	\$0	\$0	\$0	\$6,400	\$17,635	\$12,745	\$18,359	\$21,006	\$24,580
PSAP Network	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$118,260	\$0	\$0
TOTALS	\$2,653,640	\$2,807,629	\$2,808,490	\$3,547,823	\$4,325,097	\$3,865,581	\$3,954,552	\$4,400,976	\$4,716,891	\$4,961,014

C. Projected Five-Year Costs to Administer E-911 Program

(Based on current funding policies.)

Category	1995 Actual	1996 Projected	1997 Projected	1998 Projected	1999 Projected	2000 Projected
Beginning Fund Balance	\$4,610,110	\$5,485,887	\$3,493,893	\$4,052,350	\$4,898,927	\$4,354,982
Base Revenues:						
E-911 Telephone Excise Tax	\$4,572,300	\$4,722,043	\$4,900,826	\$5,094,259	\$5,295,568	\$5,482,083
Cellular 911 Excise Tax	\$678,113	\$762,624	\$959,526	\$1,055,479	\$1,161,026	\$1,277,129
Investment Interest	\$247,809	\$180,030	\$191,839	\$204,501	\$217,997	\$232,343
Miscellaneous Revenue	\$258					
TOTAL BASE REVENUES	\$5,498,480	\$5,664,697	\$6,052,191	\$6,354,239	\$6,674,591	\$6,991,555
Base Expenditures:						
Operating	(\$3,797,703)	(\$5,140,081)	(\$4,993,734)	(\$5,007,662)	(\$7,218,536)	(\$6,134,079)
Carryover Items		(\$1,566,610)				
TOTAL BASE EXPENDITURES	(\$3,797,703)	(\$6,706,691)	(\$4,993,734)	(\$5,007,662)	(\$7,218,536)	(\$6,134,079)
Equipment Reserve Fund (Target is \$3,000,000 in 1998)	(\$825,000)	(\$950,000)	(\$500,000)	(\$500,000)		
BASE UNDESIGNATED FUND BALANCE	\$5,485,887	\$3,493,893	\$4,052,350	\$4,898,927	\$4,354,982	\$5,212,458
TARGET FUND BALANCE	\$600,000	\$650,000	\$711,166	\$711,166	\$711,166	\$711,166

Note: 1995 Based on Actual Expenditures

III. STATE AND LOCAL LEGISLATION WHICH AUTHORIZES AND RESTRICTS THE COLLECTION AND EXPENDITURE OF E-911 FUNDS

A. Current State and Local Legislation

In 1981, the Washington State legislature enacted legislation which stated that counties should be provided with an additional revenue source to fund emergency service communication systems on a county-wide basis. The additional revenue source was to be derived from the imposition of an excise tax on the use of telephone access lines in an amount not exceeding fifty cents per month for each telephone access line, and the authority to collect this revenue was subject to voter approval. Emergency service communication system was defined as "a county-wide radio or landline communications network, 911 telephone system, which provides rapid public access for coordinated dispatching of services, personnel, equipment, and facilities for police, fire, medical, or other emergency services". In 1991, this law was amended to also allow the state to collect an excise tax to assist counties who did not have sufficient funding

through their local excise tax in implementing Enhanced 911. The amendment also changed "emergency service communication system" to "enhanced 911 emergency communication system", changed "telephone access line" to "switched access line", and eliminated the requirement for counties or the state to seek voter approval for the collection of the 911 excise tax.

In 1994, the Washington State legislature passed legislation which authorized counties to impose a 911 excise tax on the use of radio access lines in an amount not exceeding twenty-five cents per month for each radio access line. This tax will apply to all wireless communications devices, including cellular phones and future wireless technologies. The existing 911 excise tax was based on switched access lines and wireless communications do not use switched access lines, and were therefore exempt from the tax. This tax will ensure stable funding for 911 systems in the future as wireless devices become more popular.

Based on the state legislation, this issue was submitted to the voters of King County in November, 1981, and the imposition of an excise tax in an amount not to exceed forty-five cents per month for each line for the purpose of paying for the implementation and operation of an enhanced 911 emergency telephone system was approved. In December, 1994, Ordinance 11589 was passed which amended the previous ordinance by changing "telephone access line" to "switched access line", and changing the authority for the ordinance from the Laws of 1981 to the Laws of 1991. This eliminates the requirement to seek voter approval for the continuation of the 911 excise tax and raises the maximum tax rate from forty-five cents to fifty cents per month. In addition, this ordinance established the 911 excise tax on radio access lines in King County.

B. Legal Interpretations of Legislation

The language in the state legislation which authorizes the collection of a 911 excise tax is very vague. The original 1991 legislation stated that the tax could be used to fund an "emergency service communication system", which was defined as "a county-wide radio or landline communications network, 911 telephone system, which provides rapid public access for coordinated dispatching of services, personnel, equipment, and facilities for police, fire, medical, or other emergency services". Each county had its own interpretation of what this definition meant and of what could be funded with the 911 excise tax, and the interpretations varied greatly. There was no assistance from the state in interpreting the definition in the legislation. King County's interpretation of the language was that the 911 excise tax could only be used to fund "the implementation and operation



of an enhanced 911 emergency telephone system", and this is the language that is used in the King County ordinance.

In 1991, the state legislation was amended from "emergency service communication system" to "enhanced 911 emergency communication system". A new definition to match this amendment was not included in the legislation. However, a definition for "enhanced 911 telephone system" was included as "a public telephone system consisting of a network, data base, and on-premises equipment that is accessed by dialing 911 and that enables reporting police, fire, medical, or other emergency situations to a public safety answering point. The system includes the capability to selectively route incoming 911 calls to the appropriate public safety answering point that operates in a defined 911 service area and the capability to automatically display the name, address, and telephone number of incoming 911 calls at the appropriate public safety answering point". This definition is consistent with King County's interpretation of the state legislation.

In addition, the 1991 state legislation established a state E-911 Office and a state E-911 Advisory Committee. These agencies were responsible for developing the WAC which governs the expenditure of the state 911 funds. The WAC and the interpretation of the state legislation by these state agencies is also consistent with King County's interpretation that the 911 excise tax revenues can only be used for funding an enhanced 911 telephone system.

C. State Revenue Department Study on E-911 Funding

In 1994, the Washington State legislature directed the state Department of Revenue to conduct a one-year study to examine the current state and county E-911 excise tax rate and base. The purpose of the study was to address concerns that changes in the telecommunications industry could affect the adequacy of future funding of enhanced 911 telephone systems. These changes include the growth of wireless telecommunications and the increasing number of telecommunications companies. The study was to examine this situation and make recommendations to ensure long-term stable funding for enhanced 911 telephone systems throughout the state.

The study concluded that the state definition of an "enhanced 911 telephone system" limits the telephone enhancement to call receiving only, and does not include any aspect of the dispatch of emergency response resources. It also concludes that the current tax base and rate is sufficient to fund enhanced 911 telephone systems under current telecommunications technology, but it is unknown if the current rate of taxation on

switched access lines and radio access lines will generate enough revenue to continue to fund enhanced 911 telephone systems in the future. Due to the lack of information to support changing the tax base or rate, no change is recommended at this time. However, it is recommended that the impacts of multiple telecommunications providers and emerging technologies be monitored and reviewed to assess the adequacy of E-911 expenses and revenues.

The study recommends that the county 911 excise tax rate on radio access lines remain at the twenty-five cent per month level until automatic location identification technology is commercially available to radio access line subscribers. At that time, counties should be authorized to impose the same rate for the county 911 excise tax on radio access lines as on switched access lines.

The study also concludes that there will be a cost impact to counties to interface to multiple service providers and wireless telecommunications companies and that the E-911 equipment may have to be reconfigured to receive automatic location information from the customers of wireless providers. Due to this anticipated cost impact, local governments are encouraged to consolidate PSAPs to reduce the amount of equipment that will have to be altered.

The Department of Revenue study has minimal impact on King County at this time. The study affirms King County's interpretation of the state enabling legislation, and provides evidence that the current tax rates for the switched access line and radio access line excise taxes are sufficient to fund our E-911 system at the present time. The study re-emphasizes the need to work with the various telecommunications vendors and track changing technology in the telecommunications industry to determine how these changes will affect the amount of revenue generated and the configuration of the E-911 system.

Since before the implementation of the King County E-911 system, King County government has encouraged the consolidation of PSAPs through funding incentives, and this study will investigate opportunities for consolidation within King County. However, as the study points out, even when the consolidation of PSAPs makes sense economically and operationally, consolidations may not be realized due to political and other concerns within local governments.

IV. CURRENT PROCEDURES FOR DISTRIBUTION OF E-911 REVENUE TO THE PSAPS

The procedures which govern the distribution of E-911 revenue to the PSAPs are established in the "Enhanced 911 Participation Agreement" which has been signed between the County and each of the PSAPs. Article 8, Section B, establishes the priority for the distribution of E-911 revenue. This article states that E-911 revenues shall be used in the following priority order:

1. To purchase and maintain E-911 PSAP equipment.
2. To defray all costs of operation payable to the telephone companies as defined in the 911 tariffs and service agreements.
3. 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 as required by the Agreement.
4. To defray any costs associated with E-911 resulting from the consolidation of PSAPs.
5. To defray operational and/or equipment costs of the PSAPs directly attributable to and resulting from the operation of the E-911 system.

Any revenues not expended as described above and any interest which accrues is to be retained by the County to defray future costs of the E-911 system, including any costs associated with the termination of the system.

Article 8, Sections B and C, continue by stating that any PSAP which has incurred or will incur costs that are attributable to the E-911 system may submit a written request to the County for reimbursement for these costs. The E-911 Program Manager, with the assistance of the PSAP Committee, evaluates requests for reimbursement and prioritize the requests according to the following considerations:

1. Costs necessitated by a consolidation of PSAPs.
2. Equipment costs including costs of devices or components used for the functions of receiving, distributing, transferring, recording, producing statistical data about, or handling 911 calls, and/or costs of equipment used to support those functions.
3. Other costs attributable to the E-911 system.



Reimbursement for these items which has been distributed to the PSAPs since the implementation of the E-911 system is included in the "PSAP Equipment Items" in the chart in Section II. B. of this report.

In addition to specific PSAP requests for reimbursement, the County distributes an annual predetermined amount of revenue to the PSAPs based on the number of access lines served by each PSAP. 75% of the total amount is distributed to the primary PSAPs and 25% is distributed to the secondary PSAPs. This revenue is distributed on a quarterly basis. In addition to this revenue distribution, the cellular revenue, which has only been collected since March, 1995, is distributed to the five PSAPs who answer the cellular 911 calls. The amount of revenue which has been distributed to the PSAPs since the implementation of the E-911 system can be found in the chart in Section II. B. of this report.

The County also distributes revenue to the PSAPs in the form of a matching grant program. This program was initiated in 1991 as an incentive for PSAPs to meet the call answering standard which is established in the "Enhanced 911 Participation Agreement". PSAPs who meet or exceed the call answering standard can apply for grants for projects which will improve their ability to answer and handle the 911 calls. If the grant is awarded, the PSAP is required to supply funding for 50% of the project and the County funds 50%. The amount of revenue which has been distributed to the PSAPs under this program can be found in the "PSAP Grant Program" column of the chart in Section II. B. of this report.

The "King County Costs to Support PSAPs" charts on the following two pages shows the amount of funding King County has expended to support each PSAP.

KING COUNTY COSTS TO SUPPORT PSAPS - ANNUAL COSTS FOR 1995

PSAP	# OF ACCESS LINES	# OF POSITIONS	# OF 911 TRUNKS	E-911 EQUIPMENT MAINT	E-911 NETWORK COST	AT&T LANGUAGE LINE	EXCISE TAX REVENUE DISTRIB.	CELLULAR REVENUE DISTRIB.	TOTAL E-911 COSTS	% OF TOTAL COSTS
Primary or Combined										
Bellevue PD	152,881	12	8	\$8,250	\$1,616	\$2,566	\$49,272	\$47,367	\$109,071	10.79%
Secondary	351,258									
Bothell PD	21,629	3	3	\$3,475	\$606	\$666	\$3,946	\$0	\$8,693	0.86%
Enumclaw PD	5,485	2	2	\$2,915	\$404	\$648	\$1,542	\$0	\$5,509	0.55%
Secondary	8,887									
Issaquah PD	12,130	2	2	\$2,915	\$404	\$648	\$2,890	\$0	\$6,857	0.68%
Secondary	11,122									
King County DPS	350,138	17	17	\$17,017	\$3,433	\$768	\$63,875	\$67,885	\$152,978	15.14%
Kirkland PD	42,311	3	3	\$3,475	\$606	\$690	\$7,719	\$0	\$12,490	1.24%
Mercer Island DPS	17,527	3	4	\$3,475	\$808	\$657	\$4,264	\$0	\$9,204	0.91%
Secondary	17,527									
Port of Seattle PD	9,400	3	3	\$3,475	\$606	\$1,187	\$1,715	\$0	\$6,983	0.69%
Redmond PD	40,918	4	4	\$4,516	\$808	\$743	\$7,465	\$0	\$13,532	1.34%
Seattle PD	720,527	19	19	\$19,000	\$3,837	\$16,866	\$131,444	\$80,064	\$251,211	24.85%
South Com	3,199	4	4	\$4,516	\$808	\$269	\$9,756	\$0	\$15,349	1.52%
Secondary	150,677									
Univ. of Wa. PD	24,926	2	3	\$2,915	\$606	\$648	\$4,547	\$0	\$8,716	0.86%
Valley Com	195,974	15	15	\$16,000	\$3,029	\$5,718	\$51,096	\$40,095	\$115,938	11.47%
Secondary	252,083									
Wa. State Patrol		8	8	\$8,555	\$1,616	\$1,488	\$1,154	\$214,588	\$227,401	22.50%
Secondary Only										
KCFD #10	43,824	3	2	\$4,047	\$404	\$269	\$2,668	\$0	\$7,388	0.73%
KCFD #13	6,106	2	2	\$2,915	\$404	\$269	\$372	\$0	\$3,960	0.39%
Lake For. Pk. PD	3,715	1	2	\$2,915	\$404	\$806	\$226	\$0	\$4,351	0.43%
Port of Seattle FD	5,239	2	2	\$2,915	\$404	\$269	\$319	\$0	\$3,907	0.39%
Seattle FD	751,270	7	6	\$0	\$1,212	\$269	\$45,732	\$0	\$47,213	4.67%
TOTAL	1,603,372	112	109	\$113,291	\$22,014	\$35,444	\$390,000	\$450,000	\$1,010,750	100.00%

NOTES: The 911 trunks at King County DPS were recently broken up into 4 separate trunk groups due to their back-up system. This increased the number of trunks to 32. For purposes of comparison to other PSAPs, the 17 trunks in use in their previous configuration are used in this table.



KING COUNTY COSTS TO SUPPORT PSAPS - ONE-TIME EQUIPMENT COSTS 1992-1995

PSAP	# OF ACCESS LINES	# OF POSITIONS	# OF 911 TRUNKS	E-911 EQUIPMENT PURCHASE	OTHER EQUIPMENT PURCHASES	TOTAL E-911 EQUIPMENT COSTS	% OF TOTAL COSTS
Primary or Combined							
Bellevue PD	152,881	12	8	\$110,813	\$269,642	\$380,455	11.24%
Secondary	351,258						
Bothell PD	21,629	3	3	\$49,413	\$13,496	\$62,909	1.86%
Enumclaw PD	5,485	2	2	\$52,462	\$26,878	\$79,340	2.34%
Secondary	8,887						
Issaquah PD	12,130	2	2	\$54,614	\$104,778	\$159,392	4.71%
Secondary	11,122						
King County DPS	350,138	17	17	\$142,846	\$366,217	\$509,063	15.04%
Kirkland PD	42,311	3	3	\$68,948	\$20,102	\$89,050	2.63%
Mercer Island DPS	17,527	3	4	\$61,608	\$32,842	\$94,450	2.79%
Secondary	17,527						
Port of Seattle PD	9,400	3	3	\$57,072	\$12,975	\$70,047	2.07%
Redmond PD	40,918	4	4	\$69,249	\$20,347	\$89,596	2.65%
Seattle PD	720,527	19	19	\$245,643	\$349,726	\$595,369	17.59%
South Com	3,199	4	4	\$66,553	\$47,279	\$113,832	3.36%
Secondary	150,677						
Univ. of Wa. PD	24,926	2	3	\$53,510	\$10,128	\$63,638	1.88%
Valley Com	195,974	15	15	\$192,122	\$328,656	\$520,778	15.38%
Secondary	252,083						
Wa. State Patrol	6,327	8	8	\$122,625	\$29,603	\$152,228	4.50%
Secondary Only							
KCFD #10	43,824	3	2	\$59,032	\$94,081	\$153,113	4.52%
KCFD #13	6,106	2	2	\$51,397	\$52,389	\$103,786	3.07%
Lake For. Pk. PD	3,715	1	2	\$49,014	\$6,585	\$55,599	1.64%
Port of Seattle FD	5,239	2	2	\$48,733	\$10,507	\$59,240	1.75%
Seattle FD	751,270	7	6	\$0	\$33,406	\$33,406	0.99%
TOTAL	1,603,372	112	109	\$1,555,654	\$1,829,638	\$3,385,292	100.00%

NOTES: Other equipment costs include Spectracom Netlocks, Call Management Software, TDD Equipment, CAD and telephone interface, and the Grant Program.

The 911 trunks at King County DPS were recently broken up into 4 separate trunk groups due to their back-up system. This increased the number of trunks to 32. For purposes of comparison to other PSAPs, the 17 trunks in use in their previous configuration are used in this table.

V. ANALYZE OPPORTUNITIES FOR PSAP CONSOLIDATIONS

A. Outline Potential Benefits and Costs of PSAP Consolidation on E-911 System

1. Benefits

There are potential benefits to the overall King County E-911 system which would be realized if some PSAPs chose to consolidate, thereby reducing the total number of PSAPs in the system. These include:

Cost Effectiveness

Having multiple PSAPs requires that all of the equipment, buildings, and staffing be duplicated nineteen times, which is very costly. However, most of this cost is incurred by the PSAPs, not the E-911 program. The annual operating budget for the PSAPs is approximately \$28 million, while the E-911 tax revenue only provides support in the amount of approximately \$1 million, excluding equipment purchase costs. This accounts for under 4% of the total PSAPs' operating budgets. Consolidating PSAPs would be cost effective for the PSAPs' budgets, but would not significantly reduce the E-911 program's costs to support the E-911 system.

Improved Service to Citizens

Reducing the number of PSAPs may provide improved 911 service to the citizens of King County. Typically, the larger PSAPs are able to fund state-of-the-art Telephone, Computer Aided Dispatch, Recording, and Radio equipment that allows them to provide a high level of service to their citizens. In addition, they have extensive training programs to ensure that their staff are well-equipped to handle the demanding task of dealing with emergency situations. In addition, because they have a higher number of staff on duty at any one time, they are better able to handle peaks in call volume.

Small PSAPs many times do not have the funding available to purchase all of the equipment to allow them to efficiently answer and handle 911 calls. For example, many of the smaller PSAPs in King County do not have Computer Aided Dispatch systems to assist them with call processing. The smaller PSAPs do not have

the resources to conduct extensive, formal training programs for their staff. Many of the small PSAPs are staffed with only one person during several hours of each day, so they do not have the additional staff available to assist in handling peak call volumes.

In addition, fewer PSAPs in the E-911 system would reduce the number of 911 call transfers that take place. This would be especially true if police and fire/EMS dispatching for areas were combined, eliminating the tiered call processing which takes place today.

2. Costs

The costs of consolidating PSAPs would be the one-time costs associated with moving or merging PSAPs. These costs could include the purchase, construction, or expansion of buildings. They would also include the purchase of new equipment or the expansion of existing equipment. In the past, as an incentive to consolidation, the E-911 program has paid all of the equipment costs which are necessary to accomplish the consolidation. These costs vary greatly depending on the size and circumstances of the PSAPs who are consolidating. Once the consolidation is completed, the on-going operational costs of consolidated PSAPs would be less than those of stand-alone PSAPs. This would benefit the organizations participating in the consolidation.

B. Feasible Consolidations of PSAPs

There are several potential PSAP consolidations which might be feasible in King County. There are several small police PSAPs who serve only their own jurisdiction. These include the Bothell Police Department, Kirkland Police Department, Lake Forest Park Police Department, Port of Seattle Police Department, Redmond Police Department, and the University of Washington Police Department. It might be feasible for some of these PSAPs to either merge together or merge with large PSAPs who also dispatch police services. Since all of the large PSAPs are limited in space and few of the small PSAPs could accommodate a merger at their present location, it is probable that construction costs would be associated with any of these scenarios.

With the installation of the 800 MHz Regional Radio System, the PSAPs share a common radio system, so no significant changes would be required in radio equipment. Due to their low call volume, a merger by any of the

small PSAPs into a large PSAP would not require significant radio equipment expansion.

The real issue is that many of the small PSAPs perform other services for their agencies in addition to PSAP functions. These include records management, answering administrative calls, public reception, office support, or staffing a jail. As a result, eliminating their PSAP may not significantly reduce the number of staff employed by their agency or improve their efficiency.

In addition to the above mentioned PSAPs, the cities of Enumclaw, Issaquah, and Mercer Island support PSAPs which dispatch both police and fire/EMS services for their jurisdictions. Each of these agencies has a small call volume and it might be feasible for them to merge with another PSAP which serves police and fire/EMS agencies. However, the same issues discussed above also apply here.

There are also a few small fire/EMS PSAPs in King County. These include King County Fire District #10, King County Fire District #13, and the Port of Seattle Fire Department. The number of small fire/EMS PSAPs has significantly reduced over the past few years, as many of these PSAPs have made the decision to consolidate into other PSAPs which can more cost effectively provide call answering and dispatching services for them. Once again, each of these remaining fire/EMS PSAPs has a low 911 call volume and could consider consolidating with another PSAP.

VI. DEVELOP E-911 FUNDING GOALS, POLICIES, AND PROCEDURES

A. Develop a List of Items Which Are Appropriately Funded With the E-911 Excise Tax

The following is a list of items which are currently funded for the PSAPs and which would be appropriate to continue funding in the future.

- Purchase and Maintenance of E-911 Equipment, which includes Controllers and ANI/ALI Displays
- E-911 Equipment Interface to CAD Systems and Telephone Systems
- TDD Equipment and Interface to CAD Systems
- UPS to Support E-911 Equipment
- Environmental Support of E-911 Equipment
- AT&T Language Line
- Night Service Switches

- Call Management System, to Track Statistics and Call Answering Standard
- Synchronized Time
- Public Education Materials
- Pre-Screening of Call Receivers
- Training Courses for Call Receivers and their Supervisors to Reduce Turnover Rate
- PSAP Back-up- Support back-up sites for PSAPs when not appropriate to use another PSAP as back-up. Includes cost of phone lines and telephone equipment.
- Purchase and maintenance of additional E-911 ANI/ALI Displays necessary for providing back-up services to another King County PSAP

In addition to the above items, the following items will also be added to the list of items appropriate to fund with E-911 funds. These items will not be directly funded by the E-911 program, but it will be appropriate for PSAPs to use the E-911 revenue which is distributed to them to fund these items. The following items fit within the funding policies established in Article 8 of the "Enhanced 911 Participation Agreement", which are discussed in Section IV of this study.

- Telephone Systems - only the portion that supports the 911 call receivers.
- CAD System - only the portion of the CAD software necessary for call processing, including call status, call creation, type codes, auto-dial, call back, and duplicate call checking. Includes CAD terminals for call receivers.
- Recording Equipment - only the portion needed to record the 911 trunks.
- Call Checks - only the portion which monitors incoming 911 lines.
- Geo-file - basic upkeep of Geo-file/GIS information to allow PSAP to verify the location of 911 calls to determine if they are within their service area.
- 911 Call Receiver Staffing - only the portion of staff necessary to answer incoming 911 calls.
- Training of 911 Call Receivers.
- PSAP Consolidation Studies, with the participation of the E-911 Program Office.

B. Establish Priorities for the Distribution of E-911 Funds to the PSAPs Which Will Encourage PSAP Consolidations

The E-911 program will continue to fund the E-911 network, data base, and equipment costs that are currently funded for all existing PSAPs. This is essential to ensure a standard level of E-911 service to all citizens in King County. In addition, equipment and services necessary for the PSAPs to be able to meet ADA requirements, specifically TDD equipment and the AT&T Language Line, will also continue to be funded. All existing PSAPs will also continue to receive 911 revenue distributed from the E-911 excise tax under the new 911 Funding Policy outlined in the succeeding section of this study. All PSAPs must meet the standards established by the E-911 program before their revenue will be distributed to them.

The E-911 program will not require the consolidation or dissolution of any PSAPs. If two or more existing PSAPs choose to consolidate, the E-911 program will fund the consolidation of the equipment which is included in the list of items appropriate to fund with E-911 funds in the previous section. The E-911 Program Office has the option to require the re-use of existing equipment.

The E-911 program will not financially support the creation of new PSAPs. Any jurisdictions that chose to establish their own PSAP must fund the creation of the PSAP, including the purchase of the E-911 ANI/ALI controller and displays. If the jurisdiction coordinates the purchase of this equipment with the E-911 Program Office to ensure that it fits within the program's standardized equipment plan, once the equipment has been purchased and installed, the E-911 Program Office will assume responsibility for the maintenance of the equipment.

An equipment replacement cycle in which all PSAPs received updated E-911 Controllers and Displays was completed in 1995, so new equipment will not be needed for several years. However, when automatic location identification becomes available from wireless devices, significant upgrades to the Controllers will be necessary. The continuation of funding of E-911 equipment to all existing PSAPs will need to be re-evaluated at that time, as upgrading the equipment at all PSAPs may be cost prohibitive. It may become necessary for the E-911 program to only financially support the equipment upgrades at a limited number of PSAPs.

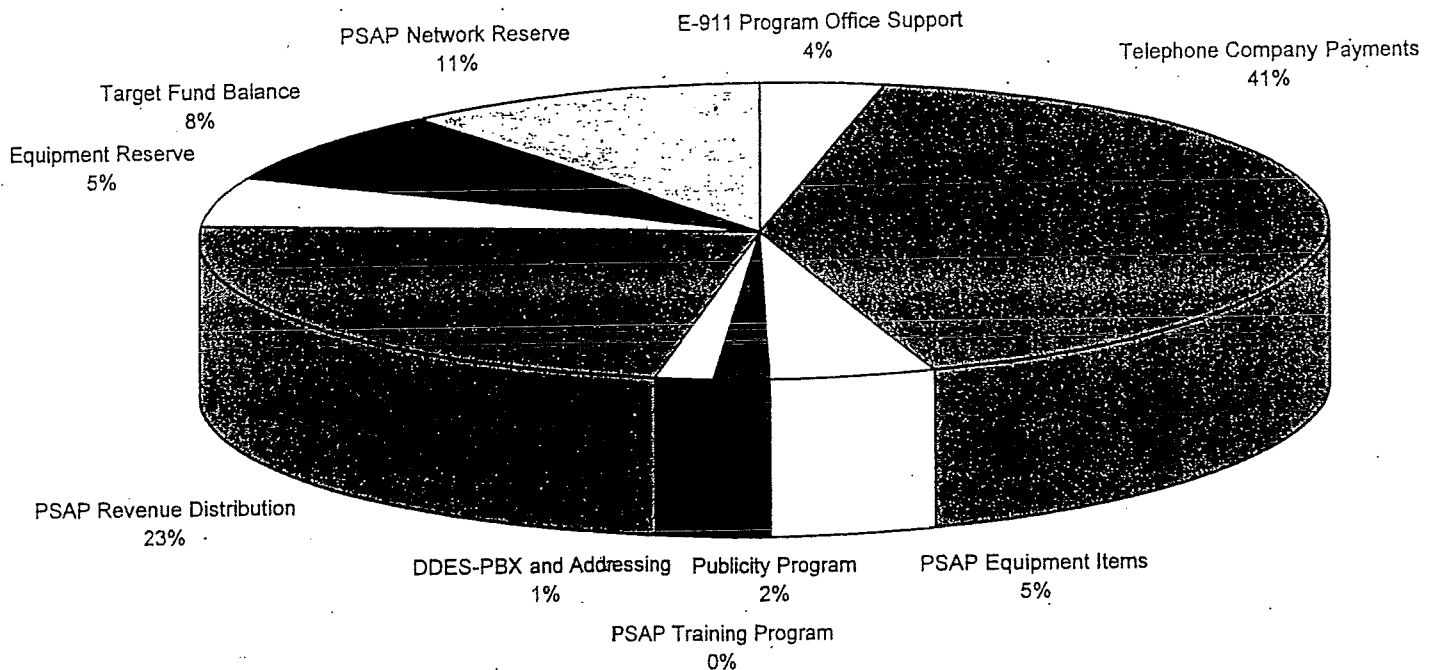
C. Establish Policies and Procedures Which Will Govern the Distribution of E-911 Funds in the Future

In addition to the E-911 funding policies established in the previous section, the following policies and procedures will also be established.

1. The E-911 program will continue to ensure the stable funding of the E-911 system as outlined in Article 8 of the "Enhanced 911 Participation Agreement". In addition, the E-911 Program Office will ensure that the targeted fund balance for the E-911 fund is maintained and that sufficient funding is held in reserve for equipment replacement. The E-911 Program Office may also designate funding for special projects which improve the performance of the E-911 system and/or increase the level of E-911 service provided to the citizens of King County. Once stable funding for these priorities has been ensured, the remainder of the revenue received from the E-911 excise taxes will be distributed to the PSAPs. The following chart and graph display what the new policy would look like for the 1997 Budget.

Beginning Fund Balance	\$3,493,893
1997 Revenue	\$5,860,352
TOTAL FUNDS	\$9,354,245
E-911 Program Office Support	\$346,806
Telephone Company Payments	\$3,866,422
PSAP Equipment Items	\$427,442
Publicity Program	\$150,000
DDES-PBX and Addressing	\$130,548
PSAP Training Program	\$29,350
PSAP Revenue Distribution	\$2,192,511
TOTAL EXPENDITURES	\$7,143,079
Contribution to Equipment Reserve	\$500,000
PSAP Network Reserve	\$1,000,000
Target Fund Balance	\$711,166
ACTUAL FUND BALANCE	\$711,166





2. An escrow account will be established with King County Finance for each PSAP. Revenue to be distributed to the PSAPs will be deposited into the escrow accounts on a quarterly basis. Any interest earned will remain in the escrow account. The funds in the escrow account can only be spent on the items listed in Section VI. A. of this study. A standard form will be developed by the E-911 Program Office which will be completed by PSAPs requesting distribution of funds from their escrow account. The PSAPs may request that the funds be distributed to their agency or directly to a vendor.
3. Revenue from the E-911 excise tax on switched access lines will be distributed to the PSAPs based on the percentage of access lines served by each PSAP. The report provided by US West each January detailing the number of access lines by ESN will be used to make this determination. Statistics will be gathered from the PSAPs each year detailing the percentage of 911 calls transferred to secondary PSAPs. The average percentage for January through December of each year will be used to determine the percentage of revenue distributed among primary and secondary PSAPs the succeeding year. For example, if 15% of the 911 calls in 1996 are transferred to secondary PSAPs, in 1997, 85% of the revenue will be distributed to primary PSAPs based on access lines served, and 15% of the revenue will be distributed to the secondary PSAPs.

4. Revenue from the E-911 excise tax on radio access lines will be distributed to the PSAPs according to the following formula: Since the five PSAPs who are the primary answering points for the cellular 911 calls provide service to 88% of the access lines in King County, 88% of the cellular revenue will be distributed to these PSAPs; the remaining 12% of the revenue will be distributed to the PSAPs who only receive transferred cellular 911 calls. If the ability to track the actual number of cellular calls that are transferred from the five primary answering points to the remaining PSAPs becomes available, the distribution of revenue will be based on the actual percentage.

The revenue will be distributed based on the percentage of cellular 911 calls answered by each PSAP. Statistics will be gathered by the E-911 Program Office by the PSAPs which will be used to make this determination. The percentage of cellular 911 calls answered by each PSAP for January through December of each year will be used to determine the percentage of revenue distributed to the PSAPs the succeeding year.

The E-911 Program will determine the portion of anticipated radio access line revenue which must be reserved for the funding of the equipment and network necessary for wireless ANI/ALI each year in the budget process. The remaining projected revenue not needed for this purpose will be budgeted for distribution to the PSAPs as outlined in the above paragraph. If the actual amount of radio access line revenue collected is less than the amount anticipated, the amount reserved for wireless ANI/ALI will remain the same, and the revenue which was budgeted to be distributed to the PSAPs will be reduced by the amount that the collected revenue has fallen short of projections. If the actual amount of radio access line revenue collected is more than the amount anticipated, the PSAP revenue distribution would remain the same and any excess revenue would be transferred to the wireless ANI/ALI reserve account rather than remaining in the E-911 Program undesignated fund balance.

The E-911 Program will commit to distributing cellular revenue to the PSAPs in 1997 and 1998 that is at least equal to the amount distributed in 1996 to allow PSAPs sufficient time to plan for the possible reduction in revenue due to the wireless issue. In addition, if state legislation is amended to raise the limit on the amount of cellular excise tax counties are allowed to collect, the PSAPs have requested that King County collect the maximum rate allowed by the state to provide additional funding for the wireless technology.

The following chart displays actual revenue distribution to the PSAPs for 1996 and projected revenue distribution for 1997 and 1998.

PSAP Primary or Combined	1996		1997 PROJECTED		1998 PROJECTED	
	EXCISE TAX	CELLULAR	EXCISE TAX	CELLULAR	EXCISE TAX	CELLULAR
	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
Bellevue PD	\$51,826	\$80,274	\$158,282	\$74,304	\$82,485	\$70,641
Bothell PD	\$4,332	\$0	\$16,751	\$9,601	\$8,729	\$9,127
Enumclaw PD	\$1,619	\$0	\$5,238	\$2,472	\$2,729	\$2,350
Issaquah PD	\$3,136	\$0	\$10,791	\$5,493	\$5,624	\$5,222
King County DPS	\$65,914	\$115,046	\$254,845	\$106,489	\$132,806	\$101,240
Kirkland PD	\$8,849	\$0	\$34,212	\$19,609	\$17,829	\$18,642
Mercer Island DPS	\$4,373	\$0	\$14,924	\$7,525	\$7,777	\$7,154
Port of Seattle PD	\$1,853	\$0	\$7,165	\$4,106	\$3,734	\$3,904
Redmond PD	\$9,221	\$0	\$35,650	\$20,433	\$18,578	\$19,425
Seattle PD	\$136,176	\$135,686	\$526,500	\$125,594	\$274,373	\$119,404
South Com	\$9,464	\$0	\$20,489	\$3,398	\$10,677	\$3,231
Univ. of Wa. PD	\$5,313	\$0	\$20,541	\$11,773	\$10,705	\$11,193
Valley Com	\$54,039	\$67,951	\$179,678	\$62,897	\$93,635	\$59,797
Wa. State Patrol	\$0	\$363,667	\$0	\$336,619	\$0	\$320,027
Secondary Only						
KCFD #10	\$2,888	\$0	\$5,912	\$665	\$3,081	\$633
KCFD #13	\$400	\$0	\$818	\$92	\$427	\$88
Lake For. Pk. PD	\$400	\$0	\$819	\$92	\$427	\$88
Port of Seattle FD	\$320	\$0	\$655	\$74	\$342	\$70
Seattle FD	\$47,426	\$0	\$97,076	\$10,926	\$50,589	\$10,388
TOTAL	\$407,550	\$762,624	\$1,390,347	\$802,164	\$724,545	\$762,624

- E-911 revenue will only be distributed into a PSAP's escrow account if the PSAP has met all of the standards established in Exhibit 3 of the "Enhanced 911 Participation 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 following timelines outline this revenue distribution policy.

EXAMPLE 1 - STANDARDS MET WITHIN SIX MONTHS

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Meets Standards, Revenue	Does not meet Standards, Revenue	Notice Sent, Does not meet Standards, No Revenue	Does not meet Standards, No Revenue	Meets Standards, Revenue plus missed Revenue for 3rd and 4th Quarters	Meets Standards, Revenue	Meets Standards, Revenue	Meets Standards, Revenue

EXAMPLE 2 - STANDARDS NOT MET WITHIN SIX MONTHS

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Meets Standards, Revenue	Does not meet Standards, Revenue	Notice Sent, Does not meet Standards, No Revenue	Does not meet Standards, No Revenue	Does not meet Standards, No Revenue	Does not meet Standards, No Revenue	Meets Standards, Revenue for Current Quarter Only	Meets Standards, Revenue

6. The Call Answering Standard in the "Enhanced 911 Participation Agreement" is defined as "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." In the past, the equipment that monitored this standard was only capable of doing so on a daily basis. With the installation of a new Call Management System on June 1, 1996, we are now capable of tracking this standard on an hourly basis. When call answering speed was averaged over a 24 hour day, it appeared that most PSAPs were meeting the call answering standard. When each hour is tracked individually, it has become apparent that many PSAPs are not meeting the hourly standard in as many as 25% of the hours. While the goal of the call answering standard is to provide a consistent high level of service to all citizens in King County, we should not impose a standard that is impractical for the PSAPs to meet.

The E-911 Program Office will monitor the call answering standard at all PSAPs for the remainder of 1996. The PSAPs will monitor their own standard and make any adjustments in call receiver staffing and in the management of that staffing that are possible to improve their ability to meet the standard. At the end of 1996, the 911 Funding Policy Committee will make a determination as to what is a reasonable percentage of hours in each quarter that each PSAP is allowed to not meet the standard to account for the unpredictability of 911 calls and the limitations in sufficient call answering staff available at the PSAPs. A target goal for the percentage of hours PSAPs are allowed to not meet the standard will also be set, and the agreed upon percentage will be re-evaluated on an annual basis to work towards the target goal.



7. When state certification of call receivers has been established, the training standard in Exhibit 3 of the "Enhanced 911 Participation Agreement" will be amended to require that all call receivers who answer 911 calls will be state certified within one year of the institution of the state certification program.
8. PSAPs must submit to the E-911 Program Office all reports necessary for tracking the information which is used to calculate the revenue distribution funding formulas or for monitoring the performance standards. Reports must be received by the program office within ten days following the end of each month. For each quarter in which any report is not received, the E-911 Program Office will consider that PSAP to have not met their standards for that particular quarter.
9. The PSAP Grant Program will be discontinued.
10. Currently, when a PSAP has a desire to add call receiver answering stations at their location, they forward a written request to the E-911 Program Manager requesting that the E-911 program fund the expansion of the E-911 equipment. This request is then brought before the PSAP Committee for approved. There has been no formula used to determine how many answering positions equipped with ANI/ALI displays should be funded at each PSAP. The decision as to how many answering positions are needed has been made by each individual PSAP.

Statistical data is available from the telephone companies on how many 911 trunks are needed at each PSAP to meet industry standards for supporting their access lines without citizens getting busy signals when they call 911. The industry standard is a P.01 grade of service, which specifies that only one caller in one hundred can get a busy signal when they call 911. In the future, E-911 funds will only support a maximum of answering positions equipped with ANI/ALI displays equal to the number of 911 trunks required to meet the P.01 grade of service during peak hours. PSAPs who desire a greater number of ANI/ALI displays may use E-911 funds from their escrow account to fund this equipment. Once it has been purchased, the E-911 program assume responsibility for the maintenance of the additional E-911 equipment.

VII. CONCLUSION

Technically, the consolidation of any of the King County PSAPs with other PSAPs is feasible. Each of the agencies who operates a PSAP has made the decision to do so for a variety of reasons. Although the consolidation of PSAPs would significantly reduce the costs of operating a PSAP for those jurisdictions who support a PSAP, King County's E-911 system costs would not be significantly reduced. The recommendations proposed in this study offer a basic level of support to all PSAPs, but require them to meet E-911 system standards in order to receive funding from the E-911 program. This will ensure a standard level of 911 service to all citizens in King County, as well as ensuring that adequate funding is available to support the E-911 system in the future in the face of changing telecommunications technology.

Further, by establishing mechanisms for the PSAPs to receive and expend predictable cash flows from the E-911 program, their own goals for cost reductions and operational efficiencies will likely encourage further consolidations to occur.

STATE OF WASHINGTON – KING COUNTY

--SS.

181069
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

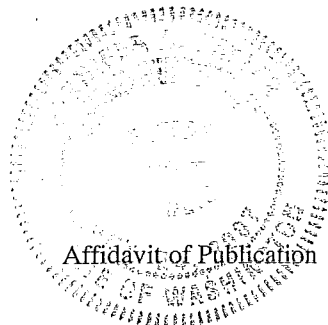
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121710-121712

was published on

1/19/2005



A handwritten signature in black ink, appearing to read "Mel D.", written over a horizontal line.

Subscribed and sworn to before me on

1/19/2005

A handwritten signature in black ink, appearing to read "Jennifer R. Peltz", written over a horizontal line.

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on January 10, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 121712

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121711

AN ORDINANCE relating to Enhanced 911 emergency communications system services, authorizing an agreement with King County for the continued provision of these services, and accepting funds received under the agreement.

ORDINANCE NO. 121710

AN ORDINANCE relating to the disposition of remaining City urban renewal land in the South Seattle Redevelopment Project Area; amending the Urban Renewal Plan for that area to remove redevelopment obligations on any buyer of such remaining land; adopting new competitive bidding procedures for disposition of such land; authorizing the Director of the Office of Housing to dispose of the remaining property on South Snoqualmie Street; designating the disposition of sales proceeds; repealing Ordinance 94879; and ratifying and confirming prior actions.

Publication ordered by JUDITH PIPPIN,
City Clerk.

Date of publication in the Seattle Daily
Journal of Commerce, January 19, 2005.

1/19(181069)