



AGENDA

NORCOM Governing Board
Kirkland PD Totem Lake Room - January 11, 2019

1. Call to Order
2. Roll Call
3. Consent Agenda
 - A. **December 14 Governing Board Minutes**
 - B. December 2018 Accounts Payable
4. For Board Decision
 - A. Resolution 157: PSERN Dispatch Center Service Level Agreement
 - B. 2019 Governing Board Meeting Schedule
5. For Briefing to Board
6. Staff Updates
7. Committee Reports
8. Upcoming Agenda Items
9. Executive Session

The Governing Board may hold an Executive Session pursuant to one or more of the following:

 - *RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;*
 - *RCW 42.30.110(1)(g) to review the performance of an employee; and*
 - *RCW 42.30.110(1)(f) to receive and evaluate complaints brought against an employee.*
10. Adjournment

The next Governing Board meeting is scheduled for



MEMORANDUM

To: Governing Board
From: Tom Orr, Executive Director
Date:
Subject: **December 14 Governing Board Minutes**

Executive Summary:

NA

Background:

NA

Past Board or Other Related Actions:

NA

Policy and Strategic Implications:

NA

NORCOM Staff Recommendation:

NA

Staff Comments:

NA

Options

NA

Risks

NA

Finance Committee Review: No

NA

Legal Review: No

NA

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2019
Account (s):
Fiscal Note:
Fiscal Impact:
NA

Attachments

December 14 2018 Minutes



MEMBERS

Nathan McCommon	City of Bellevue
Bruce Kroon	City of Bothell
Marilynne Beard	City of Kirkland
Jeff Magnan	City of Mercer Island
Dan Yourkoski	City of Normandy Park
Bob Larson	City of Snoqualmie
Jon Parkinson	Eastside Fire & Rescue
Jim Torpin	Northshore Fire
Joe McGrath	Redmond Fire
Tim Dahl	Shoreline Fire
Greg Ahearn (Chair)	Woodinville Fire

ABSENT

Kyle Kolling	City of Clyde Hill
Steve Burns	City of Medina
Chris Connor	Fire District #27
Greg Bawden	Duvall Fire District #45
James Knisley	Skykomish Fire District #50

VISITORS

Deanna Gregory	Pacifica Law
Michael Olson	City of Kirkland
Cherie Harris	City of Kirkland
Jay Wiseman	Snoqualmie Pass Fire & Rescue
Michelle	King County EMS

NORCOM STAFF

Thomas Orr	Executive Director
Scott Sotebeer	Deputy Director, Strategic Initiatives
Jami Hoppen	Acting Deputy Director, Operations & HR
J. R. Lieuallen	Finance Manager
Bill Hamilton	Police Liaison
Chris Perez	Fire Liaison
Kirsty Jones	Quality Assurance & Public Records Specialist
Zeb Middleton	IT Systems Engineer
Nathan Way	IT Senior Systems Engineer



- **Call to Order**

Greg Ahearn, Governing Board Chair, called the NORCOM Governing Board to order at 9:00 a.m.

Director Orr announced the NORCOM Holiday Bake Sale.

- **Roll Call**

Chair Ahearn requested a roll call of present Governing Board members. Kirsty Jones, Clerk to the Board, reported there was a quorum.

- **Open Communications from the Public**

There were no requests for communication from the public.

- **NORCOM Recognition**

Director Orr presented Acting Deputy Director Jami Hoppen with a Director's Coin for her leadership at NORCOM during the Deputy Director's absence. Director Orr also recognized IT employees Nathan Way and Zeb Middleton for their leadership while IT Director Tiedeman has been on leave.

Chair Ahearn briefed the Board on a variety of accolades and recognition NORCOM has received recently:

- The WA State 911 office recognized NORCOM as a high-performing PSAP in responding to a U.S. Department of Transportation request to visit a state-of-the-art PSAP.
- The Washington State Ratings Bureau (WSRB) rates all Fire agencies in the state. That score is important because it determines insurance rates for residents and businesses served by a fire agency. In this case, WSRB evaluated the Woodinville Fire Department. After the evaluation was complete, WSRB told Chief Ahearn that NORCOM had the highest rating for any 911 center in the state.
- The Center for Public Safety Excellence (CPSE) which accredits Fire Departments (like CALEA for Police). Bellevue Fire is being audited for CPSE accreditation. Because Bellevue Fire contracts with NORCOM, NORCOM must meet CPSE accreditation standards. CPSE had three fire chiefs from outside Washington State audit NORCOM. Following their visit, they let Chris know they were very impressed with NORCOM and its performance. According to Chris Perez, the Fire Chief from Kansas stated that NORCOM's performance "was off the charts" and expressed amazement of how our dispatchers could dispatch calls 4 times faster than his department using the same CAD system.
- Chair Ahearn gave kudos to Fire Liaison Perez and other NORCOM staff for their work with the King County Fire Renumbering Project. Launches for both Woodinville Fire and Bothell Fire gone smoothly. Director Orr echoed these kudos.
- **Consent Agenda**
 - **November 2018 Meeting Minutes**
 - **November 2018 Accounts Payable**



- **Resolution 155: Disaster Recovery Project Phase I: Purchase Storage Area Network and Related Software Requirements**

There were no questions or discussion on the consent agenda items.

Bob Larson made a motion to approve the consent agenda. Nathan McCommon seconded the motion.

Motion carried.

- **For Board Decision**

- **Resolution 151: Adoption of the NORCOM 2019 Budget**

Treasurer Olson and Finance Director Lieuallen briefed the Board on the 2019 budget. The Board approved the Budget in August. No changes have been made since then, and all NORCOM partner agencies have approved the budget.

Director Orr and JR Lieuallen advised NORCOM met with its insurance carrier and was able to increase coverage while negotiating a priced \$20,000 less than NORCOM had budgeted 2019.

Bob Larson made a motion to approve Resolution 151. Marilynne Beard seconded the motion.

Motion carried.

- **Resolution 152: 2018 Annual equipment replacement purchase in an amount not to exceed \$276,411.82**

Director Orr and Zeb Middleton briefed the board on \$30,000 in projected savings on equipment purchases by buying in bulk and applying end of year discounts.

Jeff Magnan made a motion to approve Resolution 152. Dan Yourkoski seconded the motion.

Motion carried.

- **Resolution 154: Snoqualmie Pass Fire & Rescue Interim Return to NORCOM**

Director Orr asked the board to approve services to SPFR beginning on January 1 despite a contract not being in place. Prior to March 2017, SPFR's service area generated approximately 300-400 calls per annum. Since SPFR left NORCOM in March 2017, NORCOM has seen a mutual aid call load of about 200 incidents a year in support of SPFR.

The contract provides that NORCOM will continue to serve the area previously served prior to March 2017 as well as the I-90 corridor west of milepost 56 in Kittitas County. KITCOMM will continue to serve SPFR for its other areas in Kittitas County newly covered by SPFR. This is a public safety issue as this area has significant and complex incidents that often involve resources from ESFR (specialized rescue equipment/training) and BEFD (advanced life support).



Chief Wiseman of Snoqualmie Pass Fire Rescue (SPFR) briefed the board. He expects the final contract with NORCOM to be approved and signed in January. SPFR is prepared to make a retroactive payment to NORCOM if needed for interim services provided before the final contract is signed.

Tim Dahl made a motion to approve Resolution 154. Jon Parkinson seconded the motion.

Motion carried.

- **Resolution 153: Reestablishment of HR Manager Position**

Director Orr briefed the board on the continuing effort for efficiencies at NORCOM. HR is currently handled by Deputy Director Roky Louie. Consultant Steve Kent recommended that HR duties be separated into a new position, similar to positions at Valley Communication Center, Snohomish County 911, and South Sound 911. Deputy Director Louie would remain Deputy Director of Operations. For 2019, the new HR position will be paid with ending fund balance from 2018 and will not increase agency fees in 2019. The HR Manager job announcement has already been posted, but no offers have been made to any candidates.

Tim Dahl made a motion to approve Resolution 153 with the provision that an ad hoc HR committee be formed (similar to the Joint Operations Board and Finance Committee) with representatives from each agency to assist with strategic plan specifically in area of HR. Jim Torpin seconded the motion.

Tim Dahl withdrew his provision from his previous motion requiring the formation of an ad hoc HR committee.

Jeff Magnan seconded a motion to approve Resolution 153 and continue with identifying a candidate. Bob Larson and Jon Parkinson were opposed.

Motion carried.

- **For Briefing to the Board**

- **Governing Board & Joint Operations 2019 Meeting Schedule**

Director Orr presented the proposed meeting schedules for the Governing Board and Joint Operations Board for 2019. Both schedules separate business meetings from strategic planning sessions with consultant Steve Kent of the Results Group, Ltd.

The Governing Board schedule was pared down to eight per year per the Board's prior instruction, keeping in line with legal requirements and the current Inter Local Agreement (ILA).

The Joint Operations Board schedule lists three business meetings and two strategic workshops, bringing the total number of meetings for the year to five. This would require an amendment to the ILA as the ILA currently requires six meetings per year.

The Board discussed whether the Joint Operations Board had seen the proposed



meeting schedule. Chief Dahl advised the next Joint Operations Board meeting is scheduled for next week. Director Orr stated this topic was on the agenda for that meeting.

The Board confirmed their January 11, 2019 meeting, and at that time will consider approving the full 2019 meeting schedule.

- **Staff Updates**

- **Director Orr – Culture of Accountability Report**

- Director updated the Board on the Culture of Accountability report related to an Unwanted Subject call in Kirkland. NORCOM staff manually reviewed the CAD logs to determine if the subject's race/gender was mentioned. No evidence of racial bias was found, only procedural issues that will require re-training.

- **Acting Deputy Director of Operations & HR**

- Acting Deputy Director Hoppen provided an update on hiring. Two new Telecommunicators have been hired this month and two current Telecommunicators are being promoted to Operations Supervisors as of January 2019.

A final candidate has been identified and offered the position of IT Database Administrator. Initial interviews have started for the HR Manager position with more interviews scheduled.

Text-to-911 service goes live countywide on December 20. A soft launch happened three weeks ago. NORCOM will be issuing a press release next week which will be sent to the Board in advance.

- **Fire Liaison**

- NORCOM has been advised of a potential strike by AMR staff effective 12/21 at 1200. Fire Liaison Perez is working with the Zone 1 fire chiefs on contingency plans. At this time, NORCOM is expecting additional non-emergent calls from adult family homes, nursing homes, and hospitals for transports and police departments for involuntary commitments.

- **Police Liaison**

- A soft launch for Text-to-911 occurred on November 20 with a hard launch scheduled for December 20. The King County E911 Program Office is working on a press release. The motto is "*Call if you can, text if you can't.*" This will also offer another avenue for the deaf community that did not previously exist.

King County E911 has turned off the attachment functionality, so if the caller attempts to send any picture/video with the text message, it will not come through to NORCOM. Efforts to attach pictures or video could make a text unreadable. It is unknown if these media files will be retrievable by police/fire agencies or if/where the storage location of these files would be.

NORCOM staff have been trained and new policies are in place. Police Operations have



been briefed, including a one-page FAQs written for line officers. NORCOM did receive several valid texts during unpublished testing including a domestic violence call.

- **IT**
King County Sheriff's Office (KCSO) is going to pilot their use of RAADAR with Shoreline Police. Currently, Shoreline Police operate their own database named RADAR for special needs populations; they have asked NORCOM to their application on RAADAR.

The United States Patent and Trademark Office (USPTO) has allowed two patents to NORCOM for RAADAR. The USPTO granted a trademark to NORCOM for the term "RAADAR".

- **Finance Manager**
Finance Manager Lieuallen advised the Payroll Cross Team is attempting to improve operational efficiencies between line staff, supervisors, management, and finance, as well as establishing a more robust system of checks and balances. They have identified that the current payroll system, Paychex, is not synching properly with the time keeping software, Telestaff, and the accounting software. Going forward, the Cross Team hopes to move towards more electronic approvals to reduce paper forms.
- **Deputy Director for Strategic Initiatives**
Deputy Director Sotebeer summarized his visit to Washington, DC last week, which included a stop at the White House. Scott was invited to present briefs on NORCOM to senatorial staff, Vice-Presidential staff, and the State Department.

- **Committee Reports**
There were no Committee Reports.

- **Upcoming Agenda Items**
 - **NORCOM Associated Guild (NAG) Contract**
NORCOM's negotiations team is in the final stages of negotiating with NAG.

- **Executive Session¹**
An executive session was commenced at 11:16 am and finished at 11:21 am. No action was taken.

¹ The Governing Board may hold an Executive Session pursuant to one or more of the following:

- **RCW 42.30.110(1)(i)** to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;
- **RCW 42.30.110(1)(g)** to review the performance of an employee; and
- **RCW 42.30.110(1)(f)** to receive and evaluate complaints brought against an employee.

The Governing Board meeting was adjourned at 11:21 a.m.

Approved by:



Meeting Minutes
NORCOM Governing Board
Kirkland Police Totem Lake Room
December 14, 2018

Chair

Attest:

Secretary



MEMORANDUM

To: Governing Board
From: Tom Orr, Executive Director
Date:
Subject: December 2018 Accounts Payable

Executive Summary:

NA

Background:

NA

Past Board or Other Related Actions:

NA

Policy and Strategic Implications:

NA

NORCOM Staff Recommendation:

NA

Staff Comments:

NA

Options

NA

Risks

NA

Finance Committee Review: No

NA

Legal Review: No

NA

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2018
Account (s):
Fiscal Note:
Fiscal Impact:

These expenses are within the 2018 budget.

Attachments

December 2018 AP

NORCOM
ACTIVITY DECEMBER 1, 2018 THROUGH DECEMBER 31, 2018

Accounts Payable, Payroll, Electronic and Manual Payments Totalling: \$ **880,609.81**
Checks by Date - Detail by Check Date Report attached

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the claim is a just, due and unpaid obligation against NORCOM, and that I am authorized to authenticate and certify said claim.

Michael Olson, Treasurer

Date

We, the undersigned NORCOM Board Members, do hereby certify that claims in the amount detailed above are approved.

Governing Board Chair

Date

Governing Board Vice Chair

Date

Accounts Payable

Checks by Date - Detail by Check Date

User: jrlieuallen
Printed: 1/3/2019 2:34 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
Invoice No	Description	Reference		
ACH	120	PAYCHEX	12/05/2018	
	12072018	PPE 120218 Accrued Wages Payable		212,514.13
	12072018	PPE 120218 Federal Taxes Payable		33,625.01
	12072018	PPE 120218 Deferred Comp Payable (EE)		1,113.20
	12072018	PPE 120218 Union Dues Payable		2,469.38
	12072018	PPE 120218 Accrued Employ Security		112.73
	12072018	PPE 120218 Parking Payable		711.60
	12072018	PPE 120218 Medicare Payable		8,524.73
Total for this ACH Check for Vendor 120:				259,070.78
Total for 12/5/2018:				259,070.78
17746	6	CDW-GOVERNMENT INC	12/07/2018	
	QBL3367	Replacement APC UPS Battery		632.50
	QBW5624	Barracuda Load Balancer 540 ADC with 3 years		15,338.82
Total for Check Number 17746:				15,971.32
17747	210	CENTURYLINK	12/07/2018	
	112018	Snoqualmie EU Circuit		173.12
Total for Check Number 17747:				173.12
17748	9	CENTURYLINK	12/07/2018	
	1455167952	Telephone Service		48.64
Total for Check Number 17748:				48.64
17749	11	CITY OF BELLEVUE	12/07/2018	
	34038	Fiber Usage		477.00
	34040	Parking Fee		1,832.60
	34050	Monthly Rent		41,809.33
Total for Check Number 17749:				44,118.93
17750	30	FOSTER PEPPER PLLC	12/07/2018	
	20181205TR	USPTO Filing Fees for New Continuation Appli		1,300.00
Total for Check Number 17750:				1,300.00
17751	254	ANDREW JOHNSON	12/07/2018	
	112718	Training		978.54
	112718	Mileage Reimbursement for Oct & Nov		141.16
Total for Check Number 17751:				1,119.70
17752	557	LANGUAGE LINE SERVICES	12/07/2018	
	4421932	Over-the-Phone Interpretation		853.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 17752:	853.45
17753	267 62040	LIFEWORCS Integrated EAP & WL Program	12/07/2018	287.60
			Total for Check Number 17753:	287.60
17754	46 5384	NATIONAL TESTING NETWORK Background Investigation Services	12/07/2018	1,450.00
			Total for Check Number 17754:	1,450.00
17755	377 PSTI18-2076 PSTI18-2097 PSTI18-2115 PSTI18-2134	PST INVESTIGATIONS Background Investigation Services Background Investigation Services Background Investigation Services Background Investigation Services	12/07/2018	5,683.52 2,283.18 5,620.04 8,678.06
			Total for Check Number 17755:	22,264.80
17756	484 4015 4222	PUBLIC SAFETY SELECTION PC Psychological Evaluation Psychological Evaluation	12/07/2018	400.00 400.00
			Total for Check Number 17756:	800.00
17757	256 2018-8774	PUBLIC SAFETY TESTING INC PST Agency Add-On Authorization	12/07/2018	50.00
			Total for Check Number 17757:	50.00
17758	598 112818	MALCOLM S. SOTEBEER Meeting Expenses	12/07/2018	105.19
			Total for Check Number 17758:	105.19
17759	65 112618	SPRINT Wireless Service	12/07/2018	198.25
			Total for Check Number 17759:	198.25
17760	366 120418	T MOBILE Test Cell Phone Service	12/07/2018	36.78
			Total for Check Number 17760:	36.78
17761	167 110518 110518	MELISSA VIETH CRA Boundary Tour KCEMS CE Training	12/07/2018	35.32 17.88
			Total for Check Number 17761:	53.20
			Total for 12/7/2018:	88,830.98
ACH	120 12022018 12072018	PAYCHEX PPE Payroll Processing Fee PPE Payroll Processing Fee	12/14/2018	2,232.20 11.95
			Total for this ACH Check for Vendor 120:	2,244.15

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	131 120218 Dec2018	HEALTH EQUITY PPE HSA Contributions Payable HSA Admin Fee	12/14/2018	890.06 71.10
Total for this ACH Check for Vendor 131:				961.16
ACH	132 120218	WILMINGTON TRUST PPE MEBT Contributions Payable	12/14/2018	36,355.31
Total for this ACH Check for Vendor 132:				36,355.31
ACH	133 Nov2018	DEPT OF RETIREMENT SYSTEMS PERS Contributions	12/14/2018	112,613.20
Total for this ACH Check for Vendor 133:				112,613.20
Total for 12/14/2018:				152,173.82
ACH	120 PPE12162018 PPE12162018 PPE12162018 PPE12162018 PPE12162018 PPE12162018	PAYCHEX PPE 121618 Deferred Comp Payable (EE) PPE 121618 Parking Payable PPE 121618 Federal Taxes Payable PPE 121618 Accrued Wages Payable PPE 121618 Medicare Payable PPE 121618 Accrued Employ Security	12/19/2018	947.46 747.18 28,706.65 200,784.99 7,891.89 124.71
Total for this ACH Check for Vendor 120:				239,202.88
Total for 12/19/2018:				239,202.88
17763	591 10148927	ACCOUNTING PRINCIPALS Temp Employee Accountant – F Moss WE 12/16	12/21/2018	1,156.87
Total for Check Number 17763:				1,156.87
17764	2 553534	APCO INTERNATIONAL Group membership	12/21/2018	2,304.00
Total for Check Number 17764:				2,304.00
17765	3 11282018	AT&T MOBILITY Cell Phone Service	12/21/2018	252.54
Total for Check Number 17765:				252.54
17766	4 67803	AWC 2019 Annual assessment fee	12/21/2018	7,901.99
Total for Check Number 17766:				7,901.99
17767	551 2018-188	BALL & GILLESPIE POLYGRAPH Pre-employment exam	12/21/2018	233.00
Total for Check Number 17767:				233.00
17768	6 QFH0830 QGH8442 QGW8692	CDW-GOVERNMENT INC Cisco Sourcefire Renewal Plantronics PTT adapter Plantronics PTT adapter	12/21/2018	14,459.15 403.35 403.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 17768:	15,265.85
17769	8 121018	CENTURYLINK Telephone Service	12/21/2018	1,424.83
			Total for Check Number 17769:	1,424.83
17770	615 63520412 63540347	CONCENTRA Pre-Employment Suitability Assessments for C F Pre-Employment Suitability Assessments for S C	12/21/2018	252.00 252.00
			Total for Check Number 17770:	504.00
17771	28 9528	EPSCA Monthly Radio Access Fees	12/21/2018	984.75
			Total for Check Number 17771:	984.75
17772	447 228633	FIRST CHOICE COFFEE SERVICES Ice Machine	12/21/2018	104.50
			Total for Check Number 17772:	104.50
17773	30 1212077 1212078 1212079 1212080 1212081 1212082 1214277 1214278 1214279 1214280	FOSTER PEPPER PLLC Method and system for inter and intra agency tra Method and system for an integrated public safet RAADAR Real time agency activity display and reporting RAADAR user manual - Police King county participation agreement Method and system for inter and intra agency tra Method and system for an integrated public safet RAADAR King county participation agreement	12/21/2018	464.00 1,409.00 43.00 168.00 495.00 8,277.72 296.75 232.75 131.69 996.25
			Total for Check Number 17773:	12,514.16
17774	31 11282018	FRONTIER Telephone Service	12/21/2018	16.53
			Total for Check Number 17774:	16.53
17775	32 699110 700512	GARVEY SCHUBERT BARER Labor & Employment Advice Labor & Employment Advice	12/21/2018	8,952.10 1,740.60
			Total for Check Number 17775:	10,692.70
17776	565 9873868	GLOBALSTAR Orbit Plans	12/21/2018	255.23
			Total for Check Number 17776:	255.23
17777	204 12172018	JAMI HOPPEN New oven for kitchen	12/21/2018	1,318.90
			Total for Check Number 17777:	1,318.90
17778	39 71084	ISSUETRAK Annual fee	12/21/2018	7,788.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 17778:	7,788.00
17779	585 ZDJJQ5433	IVOXY CONSULTING LLC Cisco Services	12/21/2018	17,890.55
			Total for Check Number 17779:	17,890.55
17780	254 12132018	ANDREW JOHNSON Part Accessories	12/21/2018	110.00
			Total for Check Number 17780:	110.00
17781	252 11007581	KING COUNTY FINANCE KCIT INET OTHER MISC SVC	12/21/2018	1,163.00
			Total for Check Number 17781:	1,163.00
17782	185 11390839	KRONOS Telestaff Web Access	12/21/2018	1,635.79
			Total for Check Number 17782:	1,635.79
17783	557 4442525	LANGUAGE LINE SERVICES Over-the-Phone Interpretation	12/21/2018	1,277.25
			Total for Check Number 17783:	1,277.25
17784	44 118387	LOCUTION SYSTEMS INC Maint & Services	12/21/2018	47,522.60
			Total for Check Number 17784:	47,522.60
17785	586 2019-01	MEYDENBAUER CENTER January 2019 prepaid parking	12/21/2018	1,950.00
			Total for Check Number 17785:	1,950.00
17786	397 12192018	JESSIE MOORE Equipment for operations floor	12/21/2018	44.16
			Total for Check Number 17786:	44.16
17787	483 11172018	MELISSA MULLEN Mileage Reimbursement for CBD Training	12/21/2018	52.84
			Total for Check Number 17787:	52.84
17788	148 12082018	LIETH NEDELL Conflict Management Seminars	12/21/2018	487.57
			Total for Check Number 17788:	487.57
17789	52 47796 47797 47798	PACIFICA LAW GROUP Public records special projects Professional Services Professional Services thru 11/30	12/21/2018	138.00 268.00 1,950.00
			Total for Check Number 17789:	2,356.00
17790	143 12122018	DEVIN PEKEMA Mileage Reimbursement for Officer Survival Tra	12/21/2018	26.81

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 17790:	26.81
17791	484 4318	PUBLIC SAFETY SELECTION PC Psychological Evaluation	12/21/2018	1,200.00
			Total for Check Number 17791:	1,200.00
17792	256 2018-8796	PUBLIC SAFETY TESTING INC PST Agency Add-On Authorization Form	12/21/2018	160.00
			Total for Check Number 17792:	160.00
17793	261 00448243	RADIO COMMUNICATIONS SERVICES Infrastructure Labor	12/21/2018	201.30
			Total for Check Number 17793:	201.30
17794	555 L128761	STATE AUDITOR'S OFFICE Accountability audit 11/18	12/21/2018	237.75
			Total for Check Number 17794:	237.75
17795	74 0147532-001	UNUM Long Term Care	12/21/2018	481.80
			Total for Check Number 17795:	481.80
17796	76 11302018	US BANK NA - CUSTODY Custody Charges	12/21/2018	22.00
			Total for Check Number 17796:	22.00
17797	616 12132018	US TRADEMARK COMPLIANCE RAADAR Trademark	12/21/2018	495.00
			Total for Check Number 17797:	495.00
17798	88 5005633444 5005633444	WELLS FARGO FINANCIAL LEASING Copier Printer/Copier	12/21/2018	147.50 1,151.58
			Total for Check Number 17798:	1,299.08
			Total for 12/21/2018:	141,331.35
			Report Total (58 checks):	880,609.81



MEMORANDUM

To: Governing Board
From: Tom Orr, Executive Director
Date: 01/07/2019
Subject: Resolution 157: PSERN Dispatch Center Service Level Agreement

Executive Summary:

PSERN has prepared a Service Level Agreement (SLA) to be signed by all King County 911 PSAPs. Board approval of the SLA will enable PSERN to fund replacement of twenty-eight (28) NORCOM dispatch radio consoles and ancillary equipment to operate "AS IS" under current NORCOM operations standards.

If the Board approves the SLA, NORCOM and PSERN will need to complete detailed planning and testing prior to installation of the new consoles. PSERN will work with other King County PSAPs to do the same at their respective PSAPs. When complete, all PSAPs will use the PSERN network and equipment to provide communications services. Project phases include subscriber equipment purchases, radio/ dispatch talk group design and planning, and county-wide implementation for approximately 15,000 subscribers.

Background:

The City of Seattle, King County Radio, EPSCA, and Valley Communications joined efforts to replace the twenty-year-old emergency radio network and equipment in King County. A special levy created the Puget Sound Emergency Radio Network or "PSERN" which will govern implementation and administration of the new radio network. The 2015 PSERN levy has an estimated \$273 million budget. PSERN plans for completion of the new radio network in 2022. Although PSERN funds will fund initial PSAP radio console purchases, PSAPs will begin a graduated assumption of all console upgrade costs. PSERN advises NORCOM would begin payments in 2022 and would pay 100% of all costs by the start of the third following year. NORCOM costs will an estimated 28 dispatch consoles and equipment as well as portable and mobile radios. NORCOM will trade in current portable radios for new radios. NORCOM will pay \$35 per month per each of its 60 portable radios (approximately \$22,000 annually).

The PSERN project is governed by a Joint Board comprised of one voting representative from each of the four co-owners of the existing radio systems which include the City of Seattle, King County, the Eastside Public Safety Communications Agency (EPSCA), and Valley Communications Center and a technical and operations board who report up to the joint operations board.

As a member of EPSCA, NORCOM has been engaged with PSERN on multiple levels including this phase of the project. NORCOM requested an additional eight dispatch consoles in May. PSERN approved NORCOM's request in July 2018. Ron Tiedeman, NORCOM IT Director, is a member of the PSERN Operations Board Committee. NORCOM also has representatives attending the Technical Committee. The Dispatch Center SLA has been under review since early 2018, with the legal language first to be approved in May 2018, and the remainder of the Exhibits under development and review until

as recently as January 2019.

Past Board or Other Related Actions:

In 2014, PSERN briefed the Governing Board on project details, schedules and costs. NORCOM has been working with PSERN on preliminary planning.

Policy and Strategic Implications:

PSERN is a regional project between all radio service providers, first responders and PSAPs. It will enable all partners to communicate effectively across all levels of the public safety environment. Since NORCOM is a regional dispatch and communications organization, participation in PSERN is critical to the future success of our organization and keeping current with equipment and replacement on a regional level. PSERN costs present a significant challenge to NORCOM fiscal and strategic planning.

NORCOM Staff Recommendation:

NORCOM staff has thoroughly reviewed and supports the PSERN Dispatch SLA with the addition of financial and budget information and some minor edits suggested by NORCOM. NORCOM has aging equipment, and numerous unresolved equipment failures due to the age of equipment. The implementation of new consoles and equipment will provide up-to-date current technology for communications personnel to communicate effectively and efficiently with first responders.

NORCOM staff recommends approval of the PSERN Dispatch SLA upon receipt of financial obligations for planning and budgeting.

Staff Comments:

PSERN will present at the Governing Board and will be prepared to answer questions.

Options

Options are limited and would require significant capital outlay to do anything outside of the recommended course of action. NORCOM could wait and not participate, however strategically this would put NORCOM at a significant disadvantage regarding regional inter-operation and communications with other dispatch centers.

Risks

The risks are primarily related to budgetary impacts. There are also implementation risks associated with changing systems, and technical requirements. However, the technical risks are minimized by NORCOM and PSERN technical staff, system requirements and implementation requirements of vendors. During the implementation phase there will be a need to operate new and old consoles and equipment at NORCOM on the dispatch floor resulting in minimized and cramped work areas which may lead to subsequent operational issues if not planned appropriately.

Finance Committee Review: No

Due to the limited financial payment and purchase information provided, no discussion of the project has occurred at the finance committee.

Legal Review: Yes

Legal has been fully engaged in the agreement with this being the 3rd iteration of the agreement. The exhibits in the agreement were received with PSERN edits January 3rd, 2019 and are under legal review. We believe final legal review will be complete prior to the January 11th, 2019 Governing Board meeting.

Joint Operations Board Review: No

The PSERN project has been reviewed over the course of the last 2 years in some detail. The final version of the Dispatch SLA has not been reviewed by the Joint Operations Board.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2022
Account (s): ER&R
Fiscal Note: Estimate

Fiscal Impact:

NORCOM is waiting on PSERN to provide detailed costs. From prior discussions, it is estimated costs would be \$350,000 - \$375,000 annually for 4 years beginning in 2022
Annual radio portable subscriber fees estimated at \$22,000 - \$25,000 per year.

Attachments

PSERN NORCOM Dispatch Center Service Level Agreement
PSERN Console Request Additions

DISPATCH CENTER SERVICE LEVEL AGREEMENT

This Dispatch Center Service Level Agreement ("Agreement") is entered into this ____ day of _____, 2018 by and between **North East King County Regional Public Safety Communication Agency (NORCOM)** ("Dispatch Center") and King County ("County") (individually, a "Party" and collectively, the "Parties").

WHEREAS, the Dispatch Center is located in King County and utilizes the King County Emergency Radio System (KCERCS) to dispatch resources; and

WHEREAS, KCERCS is nearing the end of its useful life and is being replaced with a new system, the Puget Sound Emergency Radio Network ("PSERN"); and

WHEREAS, the PSERN Project is a capital project funded by a voter-approved levy; and

WHEREAS, eleven King County cities and the County adopted the Implementation Period ILA to establish the terms under which they will undertake the planning, financing, procurement, site acquisition and development, equipment installation, and other activities necessary to implement PSERN; and

WHEREAS, the Implementation Period ILA provides that County will be the lead agency for implementing PSERN and initially "serve as the PSERN System manager"; and

WHEREAS, the Implementation Period ILA provides that a new organization referred to as the "PSERN Operator" will be formed to own, operate, maintain, manage and upgrade/replace PSERN following Full System Acceptance; and

WHEREAS, the Implementation Period ILA provides that the PSERN Project will fund the purchase of certain dispatch equipment in a like-for-like exchange to be installed at all dispatch centers that enter into Dispatch Center Service Level Agreements; and

WHEREAS, the Implementation Period ILA provides that the County shall be the owner of such dispatch equipment until ownership is transferred to the PSERN Operator; and

WHEREAS, the Parties want the PSERN Project to fund, supply, maintain, repair, Update, Upgrade, and replace dispatch equipment for the Dispatch Center as provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Words and terms shall be given their ordinary and usual meanings except as provided in this section or in parentheticals following the definition of a particular term.

1.1.1 **Backhaul** means the connections designed to carry data between PSERN sites.

- 1.1.2 **Dispatch Center** means the organization that runs the Dispatch Center's day-to-day operations. When the Dispatch Center is owned or controlled by another organization or is a department of another organization, the Dispatch Center should be read to include both the Dispatch Center and that other organization. Note: The upper case use of "Dispatch Center" refers to the Dispatch Center who is party to this Agreement. When used in lower case it either refers to generic dispatch centers or centers that are not party to this specific agreement.
- 1.1.3 **Confidential Information** means any information in written, graphic, verbal, or machine-recognizable form that is: (a) related to the PSERN System; (b) provided to the Dispatch Center by the Contractor, the Service Provider, or the Service Provider's contractor; and (c) marked or identified as "confidential," "proprietary," "trade secret" or similar designation.
- 1.1.4 **Contract (or Vendor Contract)** means the County's contract with Motorola Solutions, Inc., King County Contract Number 5729347.
- 1.1.5 **Contractor** means Motorola Solutions, Inc. the company hired by the King County to provide services for the construction, operation, maintenance or other support of PSERN.
- 1.1.6 **Emergency** means unforeseen circumstance that causes or may reasonably be expected to cause a decrease or loss in network clarity, capacity, coverage, reliability, security, features, or functions.
- 1.1.7 **Equipment** means all components of the console system, including software and hardware owned by the County or PSERN Operator and provided to the Dispatch Center pursuant to this Agreement in the types and quantities listed in Exhibit 1. [NOTE: When the lower case word, "equipment," is used in this Agreement, that use is not intended to be the defined use of the term "Equipment."]
- 1.1.8 **Field Servicer (Servicer)** means a PSERN Operator employee, contractor, or subcontractor whose job duties include traveling to sites to repair site electronics that cannot be repaired remotely.
- 1.1.9 **Full System Acceptance (FSA)** means the determination issued to the Contractor upon satisfactorily completing the final system acceptance phase milestone.
- 1.1.10 **Government Approvals** means all necessary federal, state and local licenses, permits, and approvals for the improvements needed for the construction, Equipment installation, and operation of PSERN.
- 1.1.11 **Governing Body** means initially the Joint Board formed under the Implementation Period ILA, and later the board of directors for the PSERN Operator when it is formed and assumes the ownership, operations, and governance of PSERN.

- 1.1.12 **Implementation Period** means that period of time as defined in the Implementation Period ILA.
- 1.1.13 **Implementation Period ILA** means the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.
- 1.1.14 **Joint Board** means the PSERN Project governing board formed under the Implementation Period ILA.
- 1.1.15 **KCERCS** means the County-wide Emergency land mobile radio system established under the King County Emergency Radio Communication System Interlocal Agreement.
- 1.1.16 **Major Violation** means an action that significantly diminishes the operations of PSERN or could result in the loss of PSERN's spectrum licenses, or repeated defaults under the Agreement.
- 1.1.17 **Monitoring** means real-time fault checking on a continuous basis using sophisticated tools for remote checking and event characterization.
- 1.1.18 **Monthly Fee** (or Fee) means the monthly charge paid by the Dispatch Center to the Service Provider after FSA for the Service Provider's operation and maintenance of PSERN and for the Dispatch Center's use of PSERN.
- 1.1.19 **Operations Period** means the period that commences with the first full month after FSA.
- 1.1.20 **Operations Period ILA** means the Puget Sound Emergency Radio Network Operations Period Interlocal Cooperation Agreement as adopted, amended, modified, or superseded.
- 1.1.21 **Part 90** means Part 90 of Title 47 of the Code of Federal Regulations (CFR).
- 1.1.22 **Premises** means the areas near and in the Dispatch Center: the Temporary Use Area used for staging and construction; the area where Equipment will be installed and occupy inside the Dispatch Center; the area between the right-of-way and Equipment the Service Provider will use for access to the Equipment; and the area between the right-of-way and Equipment to be used for the installation and maintenance of utilities, if any.
- 1.1.23 **PSERN Project** means all authorized activities relating to the planning, analysis, design, development, acquisition, site development, installation, testing, training, and operation of the PSERN until FSA, starting-up a new Service Provider, transferring the PSERN to same, and any decommissioning, contract close-out and other project completion activities.
- 1.1.24 **PSERN Operator** means the agency that will be established to take over PSERN's ownership, operation, and governance after FSA.
- 1.1.25 **Rate Stabilization Allocation** means those funds in the PSERN Project budget totaling \$2,619,406 earmarked to offset rate increases for PSERN Users and to be distributed via a formula determined by the Governing Body.

- 1.1.26 **Resolution Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives the repair request and the time the Service Provider deems that it has fixed the problem and notified the Dispatch Center of the resolution. The Service Provider will not deem the problem fixed until after consulting with the Dispatch Center and receiving concurrence the problem has been resolved.
- 1.1.27 **Resources** means the number of voice or data sources that can be assigned, Monitored, and controlled by an individual console at any one time.
- 1.1.28 **Response Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives a repair request for a problem, and the time the Service Provider has engaged on the service request and has notified the Dispatch Center that repair has started.
- 1.1.29 **Service Provider (or Operator)** means the County during the Implementation Period and up until the transfer of ownership, operation, and governance of PSERN to the PSERN Operator. After the transfer, Service Provider means the PSERN Operator who is responsible for the day-to-day operation and maintenance of PSERN. Service Provider also includes the Service Provider's employees, agents, consultants, contractors, subcontractors, permittees, successors and assigns.
- 1.1.30 **Site Plan** means a drawing of the Dispatch Center Premises indicating 1) the route the Dispatch Center wants the Service Provider to use between the building and the right-of-way, 2) the door the Dispatch Center wants the Service Provider to use in accessing the building, 3) the places within the building where Equipment will be stored, when delivered, and 4) the places within the building where Equipment will be installed. The Site Plan does not need to be based on a survey and locations are intended to be approximate.
- 1.1.31 **Temporary Use Area** means the area of the Dispatch Center's property that Service Provider is authorized to use for the storage, staging, and installation of the Dispatch Center's Equipment.
- 1.1.32 **Update** means revisions as required for the continued operation and maintenance of the Equipment software including error corrections, bug fixes, work-arounds, patches, anti-virus definitions, intrusion detection sensor signatures, changes in third party software or changes to software and Equipment required to accommodate such third party software changes and any other fixes and changes not constituting an Upgrade.
- 1.1.33 **Upgrade** means migrating to a new platform or adding features through changes to equipment and/or software.
- 1.1.34 **User** means an employee, agent, or volunteer of an organization authorized to use PSERN.
- 1.1.35 **Warranty Period** means the period beginning when the Equipment is made operational by the Contractor and extending for two (2) years after Full System Acceptance, as defined in King County Contract Number 5729347.

- 1.1.36 **Work** means all of the tasks the Service Provider is obligated to perform under this Agreement, including: maintaining, repairing, Updating, Upgrading, and replacing Equipment, including amendments, revisions, and modifications effective at the time.

2. EQUIPMENT REPLACEMENT

- 2.1 By and through the Contractor, the County will replace the Dispatch Center's existing equipment and install and commission Equipment for the Dispatch Center in the numbers and of the types specified in Exhibit 1.
- 2.2 Equipment will be standardized with features chosen to make it useable by the majority of Dispatch Centers. The Dispatch Center may purchase optional accessory equipment directly from the Contractor Examples of accessory equipment are listed in Exhibit 6.
- 2.3 By and through the Contractor, the County will configure and install the Equipment. The Dispatch Center shall not perform this work or hire an outside agency to perform the work on its behalf.
- 2.4 The console Equipment points of demarcation will be the headset jacks and the AC Power strips. Everything between these two points will be the responsibility of the Service Provider. Anything that is plugged into the headset jack will be the responsibility of the Dispatch Center.
- 2.5 Only Equipment installed by the Contractor prior to FSA and approved by the PSERN Operator after FSA shall be installed in or made for use on PSERN. The Dispatch Center agrees to not use or purchase P 25 Phase 1 radios for use on PSERN.
- 2.6 The County will own the Equipment provided by the PSERN Project. When the new PSERN Operator is formed, ownership of this Equipment shall be transferred to the PSERN Operator at no cost to the Dispatch Center or to the PSERN Operator when it assumes operation, ownership, and governance of PSERN.
- 2.7 The Train-the-Trainer model will be used to train Dispatch Center staff to use the Equipment. Each Dispatch Center shall designate staff to be trained, and supply that (those) name(s) to the Service Provider. The trainers will receive detailed training on use of the Equipment from the Contractor.

3. TRANSITION PLAN

- 3.1 The Service Provider, Dispatch Center, and Contractor will work together to develop a mutually agreeable written transition plan.
- 3.2 The Transition Plan will include:
- The Site Plan and the approximate dates the Equipment will be delivered and installed;
 - Diagrams for configuring the Equipment;
 - Plans for storing the Equipment if there is a gap between when it will be delivered and installed;

- The approximate dates and plan for removal of existing equipment by the Contractor. Such equipment cannot be retained or repurposed by the Dispatch Center;
- The plan for training the Dispatch Center's staff to use the Equipment;
- Description of the steps that will be taken by the Contractor to minimize the interruptions and decreases in service; and
- Description of the steps that will be taken to lessen the impacts of interruptions and decreases in service, including by performing installations and testing at the times of day the Dispatch Center determines it has the lowest average number of calls.

4. INSTALLATION AND TESTING

- 4.1 If the Dispatch Center has any special requirements pertaining to the disposition of its existing equipment it shall notify the Service Provider within five (5) days of receiving notification of installation and testing.
- 4.2 The Service Provider shall secure all Government Approvals required for the installation and operation of the Equipment. The Dispatch Center agrees to reasonably assist the Service Provider with applications for such approvals and with any steps necessary to obtain and maintain the approvals.
- 4.3 All Equipment will be tested by the Contractor to determine if is are operating in accordance with manufacturer's specifications. Any improperly installed or configured Equipment will be reinstalled or reconfigured, and then retested by the Contractor until it is properly installed and configured.
- 4.4 The Service Provider will notify the Dispatch Center of installation and testing at least fifteen (15) business days in advance. Dispatch Center staff may attend the installation and testing.
- 4.5 The Dispatch Center shall be entitled to have the Service Provider reconfigure the Equipment once in every twelve (12) consecutive month period as part of its Monthly Fee. The Service Provider shall also reconfigure Equipment at no charge if the reconfiguration is required because of maintenance or an Update or Upgrade.
- 4.6 If the Dispatch Center wants to have a piece of Equipment reconfigured more than as provided in Section 4.5, the Service Provider will accommodate this on a best efforts basis.

5. OPERATIONS

- 5.1 In implementing and managing PSERN, the Service Provider shall:
 - Be responsible for, or during the Warranty Period ensure the Contractor is responsible for, the repair of defective Equipment, and for programming and installing Equipment purchased and installed during the Implementation Period;
 - Monitor PSERN;
 - Maintain, operate, repair, Update, Upgrade and test PSERN in accordance with the Equipment manufacturer's recommendations for routine maintenance;
 - Provide the Dispatch Center with a phone number and email address to report system problems. The phone number shall be reachable and Monitored 24 hour X 7 day X 365 day per year;

- Respond to network and Equipment problems in accordance with Response and Resolution Tables contained in Exhibit 2;
- Have on staff factory trained subject matter experts (Duty Technician(s)) who specialize in the diagnosis, troubleshooting and resolution of network performance and Equipment problems;
- Have a Duty Technician to act as liaison between itself and the Contractor;
- Resolve warranty claims with the Contractor;
- Manage talk-groups; and
- Give the Dispatch Center at least thirty (30) days' notice before undertaking scheduled activities that will interrupt or reduce Dispatch Center service by twenty-five percent (25%) or more.

5.2 Upon execution of the Operations Period ILA and formation of the PSERN Operator, whichever is later, the PSERN Operator shall:

- Adopt policies governing the replacement, removal, and addition of Equipment under its control;
- Adopt policies defining the approved Equipment authorized for use in PSERN;
- Adopt and implement information assurance controls, policies, procedures and processes.
- Adopt policies governing the change management program; and
- Work in partnership with the dispatch centers to develop and regularly report on performance and operating metrics indicating system performance as well as the PSERN Operator's ability to meet dispatch centers' service requirements.
- Upon request of the Dispatch Center, provide monthly reports in a mutually agreeable format on system usage statistics including:
 - Push to talk statistics
 - Talk time statistics
 - Radio emergency button activations
 - Active radio reports

5.3 In using the Equipment and PSERN, the Dispatch Center agrees to:

- Prevent unauthorized and untrained personnel from accessing consoles;
- Promptly report Equipment and network problems to the Service Provider and indicate the impact of the problem on the Dispatch Center (e.g., if a console goes down does the Dispatch Center have a spare it can use?);
- Comply with all information assurance controls, policies, procedures, and processes developed and implemented by the PSERN Operator;
- Notify the System Provider immediately if the Dispatch Center knows or suspects that an asset purchased by the PSERN Project has been lost, stolen, or damaged so that the System Provider can: 1) comply with the reporting requirements for loss of public assets set forth in RCW 43.09.185; and 2) disable the asset, if necessary;
- Not transfer, give away, or dispose of Equipment without the Governing Body's prior written approval; and
- Assist the Service Provider in responding to any correspondence, complaint, information request, or claim it receives that pertains to Dispatch Center operations.

5.4 The Change management program to be adopted pursuant to Section 5.2 shall be mutually agreed to by the Parties and shall include:

- Request for change (RFC) documentation.

- Classification of the RFC quantifying the risk/impact and the category.
 - Risk/Impact may be: low, medium, high
 - Category may be: standard or emergency
- Assessment and Authorization of the RFC.
- Communication with Dispatch Centers of the RFC's implications.
- Implementation of the change.
- Assessment of the quality of the implementation.
- Closure of the RFC record.

6. RESPONSE AND RESOLUTION TIMES

- 6.1 During the Warranty Period when a User reports or the Monitoring equipment detects a problem and reports it to the Service Provider, a trained technologist will acknowledge and attempt to remotely diagnose the problem. Appropriate responses could include continuing Monitoring the event for further development, attempting remote remediation, or dispatching a Field Servicer (Servicer) for onsite remediation.
- 6.2 The table in Exhibit 2 lists Response Times for three levels of severity and the correlating Resolution Time for each.
- 6.3 The Service Provider shall repair or replace a defective piece of Equipment at no cost above the monthly fee to the Dispatch Center. However, any piece of Equipment needing repair or replacement due to the intentional or negligent act of the Dispatch Center, its agents, employees, or invitees, will be repaired or replaced by the Service Provider at the Dispatch Center's cost. Such cost is in addition to the Monthly Fee. Disputes regarding the responsibility for repair or replacement cost will be resolved pursuant to Section 23.
- 6.4 The Service Provider will keep or have access to sufficient spare parts and pieces of Equipment so that defective, broken, or wrongly programmed Equipment can be promptly replaced or repaired.

7. UPDATES AND UPGRADES

7.1 Updates

- 7.1.1 During the Warranty Period, The Contractor shall provide and install Updates. Thereafter, the Contractor shall provide Updates that shall be installed by the Service Provider. The cost of Updates shall be included in the Monthly Fee.
- 7.1.2 Regular Updates shall include:
- 7.1.2.1 Contractor's most current software enhancement release Update which includes defect corrections, bug fixes, patches, and service packs.
 - 7.1.2.2 Patch releases, service packs and other non-security-related Updates released by Contractor, its subcontractors if applicable, and other providers of Equipment

operating and application software including Microsoft, Red Hat Linux, Sun Solaris, and other third parties.

7.1.2.3 Contractor's regular security-related Updates, referred to by Contractor as "Security Update Service" (SUS) that include operating system patches and service packs, anti-virus engines and definitions, intrusion detection systems and signatures, and firewall setting and other security-related Updates.

7.1.3 Updates to software necessary as a result of a failure will be provided based on the severity level of the failure as follows:

7.1.3.1 For failures that affect PSERN service, traffic/capacity, operations, material functions, maintenance capabilities or system administration, the Service Provider shall commence corrective action immediately and exercise its best efforts to work with the Contractor to develop, test, and install a fix in the shortest time possible.

7.1.3.2 For cosmetic or minor failures that do not affect PSERN service, traffic/capacity, operations, material functions, maintenance capabilities or system administration, the Service Provider shall work with the Contractor to develop, test, and install the fix as part of an Update to be otherwise provided in this Section.

7.1.4 Prior to installation of an Update, the Service Provider shall confirm that the Update has been successfully tested to ensure the Update is compatible and that it will not degrade, interfere with, or otherwise compromise PSERN's functionality. Updates that impact the ability of the Dispatch Center to deliver dispatching services shall be loaded locally at the Dispatch Center. Other non-service impacting Updates may be loaded remotely or locally as determined by the Service Provider.

7.1.5 The Service Provider will routinely install Updates, but may defer or decline to install an Update or roll back one or more Updates if the Service Provider in its sole discretion determines that the Update would be detrimental to the Dispatch Center.

7.1.6 The Service Provider will notify Dispatch Centers in accordance with the change management program as detailed in Section 5.4 in advance of routine Updates and will provide applicable release notes with each Update. In the case of Updates installed under Section 7.1.3, notice will be provided to the Dispatch Center with as much lead time as practicable.

7.2 Upgrades

7.2.1 During the Warranty Period, the Contractor shall provide and install Updates. Thereafter, the Contractor will provide Upgrades that will be installed by the Service Provider. The cost of Upgrades shall be included in the Monthly Fee.

7.2.2 The most recent available Upgrades of the Equipment software and hardware shall be provided at the following points in time: (1) no more than ninety (90) days prior to the start

of the FSA testing period; (2) no more than ninety (90) days prior to the end of the Warranty Period; (3) after the Warranty Period, every other year beginning with 2023 subject to availability from the Contractor. The Service Provider may defer or suspend an Upgrade if it determines in its sole discretion that the Upgrade would be detrimental to the Dispatch Center.

- 7.2.3 Each Upgrade will include the latest versions of Contractor software and the latest versions of third party software certified for the system and shall include all Updates available at the time of the Upgrade if not already installed under Section 7.1. The Service Provider shall provide training to the Dispatch Center for all Upgrades that result in operational changes for Dispatch Center personnel.
- 7.2.4 Prior to installation of an Upgrade, the Service Provider shall confirm that the Upgrade has been successfully tested to ensure the Upgrade is compatible and that it will not degrade, interfere with, or otherwise compromise PSERN's functionality. Upgrades that impact the ability of the Dispatch Center to deliver dispatching services shall be loaded locally. Other non-service impacting Upgrades may be loaded remotely or locally as determined by the Service Provider.
- 7.2.5 If an Upgrade requires additional or different Equipment, the Service Provider (by and through the Contractor during the Warranty Period) shall provide and install the necessary Equipment. The cost of the software and Equipment required for the Upgrade, if any, shall be included in the Monthly Fee.
- 7.2.6 The Service Provider will notify Dispatch Centers in accordance with the change management program as detailed in Section 5.4

8. MONTHLY FEE AND PAYMENT

- 8.1 The Dispatch Center agrees to pay the PSERN Operator a Monthly Fee for the Dispatch Center's use of PSERN and the PSERN Operator's operation and maintenance of the Equipment and network. The Monthly Fee shall be calculated using a formula determined by the Governing Body.
- 8.2 The Monthly Fee will be assessed beginning immediately after FSA. The PSERN Operator shall provide an invoice the Dispatch Center. The first payment will be due on the first day of the first full month after FSA, and shall equal the amount due for that month and any pro-rated amount for the first month of service
- 8.3 Monthly Fee payments will be due on the first day of each month, except that at the Dispatch Center's sole option it may make annual advance payments in lieu of monthly installments. Payments made will be applied first to charges that are in arrears and then to the payment due for that coming month.
- 8.4 The first payments after FSA may be reduced based on the Governing Body's disbursement of the Rate Stabilization Allocation for those PSERN Users that will see a rate increase as a result of PSERN operations.

- 8.5 The PSERN Operator shall provide the Dispatch Center with the address for payment of Fees not less than sixty (60) days prior to when the first payment is due. All payments shall be accompanied by a reference to this Agreement, or an invoice number.
- 8.6 If the Dispatch Center does not pay its Fee or pays only a part of the Fee more than twice in any single calendar year, the PSERN Operator may charge the Dispatch Center a reasonable late or special handling charge.
- 8.7 Acceptance of any payment or partial payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time. And no partial payment shall act as an accord and satisfaction unless approved by the Governing Body.

9. TERM

This Agreement shall take effect when executed by an authorized representatives of the Parties, and shall remain in effect unless one of the following events occurs:

- The Governing Body adopts a superseding agreement;
- The Dispatch Center withdraws from the Agreement as provided in Section 16.1; or
- The Governing Body terminates the Agreement as provided in Section 16.2.

10. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, AGREEMENTS, POLICIES, PROCEDURES, AND PERMITS

The Parties acknowledge: 1) that they are required to comply with various laws, regulations, agreements, policies, procedures, and permits, including those contained in 47 CFR §90, the Implementation Period ILA, Operations Period ILA, and those developed by the Governing Body and the Service Provider; and 2) that the County is subject to a Vendor Contract's terms and conditions in the performance of this Agreement. The Parties agree to comply with the applicable laws, regulations, agreements, policies, procedures, and permits.

11. REPRESENTATIONS AND WARRANTIES

11.1 The Dispatch Center represents, warrants, and agrees that:

- It will work cooperatively, fully, and promptly with the Service Provider;
- It solely owns the Premises as a legal lot in fee simple, or controls the Premises by lease or license;
- It has the full right, power, and authority to enter into this Agreement; and
- It does not know any reason why its execution and performance of this Agreement would violate any laws, covenants, or the provisions of any mortgage, lease or other binding agreement.

11.2 The Service Provider represents, warrants, and agrees that:

- It will work cooperatively, fully, and promptly with the Dispatch Center;
- It has the full right, power and authority to enter into this Agreement;
- It will not encumber the Premises by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or other agreements of record or not of record, which would adversely affect the Dispatch Center's title; and

- It does not know any reason why its execution and performance of this Agreement would violate any laws, covenants or the provisions of any mortgage, lease or other binding agreement.

12. DISPATCH CENTER PERMISSIONS FOR THE SERVICE PROVIDER TO ENTER AND USE DISPATCH CENTER PROPERTY

As part of the consideration for benefits to the Dispatch Center provided through this Agreement, the Dispatch Center hereby grants the Service Provider the following:

- 12.1 A license for ingress and egress between the public right of way and the Premises adequate to install, operate, maintain, and remove the Equipment. This grant shall not include matters covered in the lease between the Dispatch Center and the PSERN Project for the Backhaul equipment, and any agreement for tenant improvements at the Dispatch Center.
 - 12.1.1 The Service Provider shall have the right to access the Premises, 24-hours a day, 7 days a week, 365 days a year via the route shown on the Site Plan in Exhibit 3. The Service Provider need not give the Dispatch Center advanced notice in an Emergency, but shall endeavor to notify the Dispatch Center at least ten (10) business days in advance to perform routine Work, such as routine maintenance, Updates, and Upgrades.
 - 12.1.2 Any person accessing the Premises on behalf of Service Provider (and prior to such access) shall be required to (a) pass a Washington State Patrol, or substantially similar, background check, (b) comply with the Dispatch Center's security vetting procedures, including, but not limited to, the procedures set forth in Exhibit 4, and (c) execute and comply with the "Consent for Criminal Background Check, CJIS On-line Security Awareness Training and Fingerprinting Authorization/Waiver" attached hereto at Exhibit 5.
 - 12.1.3 The Dispatch Center may change the routes from time-to-time at its sole discretion. The Dispatch Center shall provide the Service Provider with an amended Site Plan at least ten (10) business days prior to the change going into effect or if they are changed on an Emergency basis, as soon as practicable thereafter.
- 12.2 A license to deliver and temporarily store Equipment in and near the Dispatch Center for staging purposes during the construction, installation, and testing activities in the locations shown on Exhibit 3, and as may be changed from time-to-time at the mutual agreement of the Parties. This license shall expire thirty (30) days after all Equipment is installed, and when all Equipment and Network testing and tuning is complete.
- 12.3 A permit to house PSERN's Equipment, other than Backhaul equipment, in the Dispatch Center in the locations shown on Exhibit 3, and as may be changed from time-to-time by the mutual agreement of the Parties.
- 12.4 In addition, as part of the consideration for this Agreement, the Dispatch Center hereby grants the Service Provider the following rights at no charge and without limitation:

- Use of the Dispatch Center's commercial electrical service necessary for the Service Provider to fulfill its responsibilities under this agreement ;
- Use of the Dispatch Center's emergency backup generator necessary for the Service Provider to fulfill its responsibilities under this agreement; and

12.5 In addition the Dispatch Center shall complete the work shown in Exhibit 7 prior to Contractor's delivery of Equipment.

12.6 Unless otherwise provided, the grants in this Section 12.0 shall remain in force until thirty (30) days after the term of this Agreement unless by extended by the mutual agreement of the Parties.

13 INDEPENDENT CONTRACTORS AND NO THIRD PARTY BENEFICIARIES

13.1 Each Party is an independent contractor with respect to this Agreement. No joint venture or partnership is formed as a result of this Agreement.

13.2 Nothing in this Agreement shall make any employee of one Party an employee of another Party. Neither Party assumes any responsibility for the payment of any compensation, fees, wages, benefits, or taxes to or on behalf of any other Party's employees, except as contained in the Implementation Period ILA. No employee of one Party shall be deemed, or represent themselves to be, employees of another Party.

13.3 This Agreement is solely for the benefit of the Parties, and gives no right or remedy to any other person or entity.

14 ASSIGNMENTS

14.1 By Service Provider

The County may assign this Agreement and all of the County's rights, duties, and obligations set forth herein, to the PSERN Operator without the Dispatch Center's approval. However, such assignment shall require approval by the Governing Body.

14.2 By the Dispatch Center

14.2.1 The Dispatch Center may assign this Agreement to any other dispatch center already using PSERN, pursuant to appropriate ILAs and an existing Dispatch Center Service Level Agreement, without the Service Provider's approval, if the assignee dispatch center is not in default on any of the conditions of its agreement with the Service Provider and if the assignee agrees in writing to be bound by all the terms of this Agreement, including all obligations of the Dispatch Center not fully performed at the time of assignment. If the Dispatch Center makes such an assignment, it shall provide the Service Provider and the Governing Body with written notice of the assignment and with a copy of all assignment-related documents within fifteen (15) days of the assignment.

14.2.2 The Dispatch Center may assign or transfer this Agreement to a dispatch center not already using PSERN with the Governing Body's prior written approval. The Governing Body may establish reasonable conditions for its approval.

14.2.3 Any transfer and installation of Equipment necessary for an assignment under Section 14.2.1 or 14.2.2 above shall be performed by the Service Provider. The cost of such transfer and installation shall be paid by the assignee dispatch center unless otherwise agreed to by the Dispatch Center and the Service Provider.

15 INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND RECORDS

15.1 Intellectual Property

The Parties may be provided with products, documents or other deliverables that are subject of copyright, trade secret and other intellectual property rights of, or claims of such rights. Each Party agrees it will exercise any intellectual property license rights in accordance with applicable law and with the license provisions of the Contract, any other applicable licenses, so long as the Dispatch Center has prior notice of the license requirements.

15.2 Confidential Information

Each Party agrees that it will: (a) limit the distribution of Confidential Information to those employees, contractors or other persons who have a reasonable business need to know such information; and (b) take all reasonable care, and not less than the care the Party applies to its own confidential information, to prevent unauthorized use or disclosure of Confidential Information. Each Party agrees that it will not use, copy, convey or disclose any Confidential Information to any other person or entity unless expressly authorized in writing by the person that provided the Confidential Information or as may be required by law.

Such care may include: (a) requiring such employees, contractors or other persons to sign a nondisclosure agreement; (b) requiring any contractors to also undertake reasonable protection measures; and (c) promptly enforcing any violations of such agreements.

15.3 Records.

Each Party shall keep records as required by state law. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Party with access to its facilities for copying said records at their expense. Each Party shall be responsible for responding to public disclosure requests addressed to in accordance with the Washington Public Records Act, Chapter 42.56 RCW. If the requested records include any Confidential Information, the Party receiving the request shall promptly notify the Party or other person or entity that designated the information as Confidential Information. Any Party receiving a public records request that includes Confidential

Information shall not disclose the Confidential Information for ten (10) business days in order to give the affected Party or third party the opportunity to take whatever action it deems necessary to protect its interests before disclosure of the Confidential Information. A Party receiving a public disclosure request shall not be required to take any legal action in order to prevent disclosure of Confidential Information, nor shall a Party incur any liability to the other Party for disclosing Confidential Information in response to a public disclosure request so long as the disclosing Party has complied with the provisions of this Section 15.

16. ENDING SERVICE

- 16.1 Dispatch Center may apply for withdrawal from this Agreement with at least one year's written notice of its intent to withdraw. Such applications shall be handled in accordance with the Governing Body's rules.
- 16.2 The Governing Body may terminate this Agreement only for a Major Violation of the Agreement. The Dispatch Center shall ordinarily have the right and a reasonable period of time to cure any other default. Such actions shall be handled in accordance with the Governing Body's rules.

17. INDEMNIFICATION

Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

18. INSURANCE

18.1 King County Insurance

The County maintains a self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. The Dispatch Center acknowledges, agrees and understand that the County is self-funded for all of its liability exposures for this Agreement. The County agrees to provide the Dispatch Center with at least thirty (30) days prior written notice of any material change in the County's self-funded insurance program and will

provide the Dispatch Center with a letter of self-insurance as adequate proof of coverage, if the Dispatch Center so requests. The Dispatch Center further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to name the Dispatch Center as an additional insured.

18.2 The PSERN Operator

Upon the transfer of PSERN to the PSERN Operator, the PSERN Operator shall either maintain a fully funded self-insurance program in accordance with applicable law or acquire and maintain commercial general liability insurance in the amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, based on ISO Form CG 00 01 or equivalent, and will include the Dispatch Center as an additional insured with respect to claims arising out of or related to this Agreement.

18.3 Contractors and Subcontractors Insurance

The County and PSERN Operator shall require their contractors and subcontractors to maintain general liability insurance for all activities related to installation and servicing of the equipment at the Centers, and to require that contractors name the Center as an additional insured on that CGL policy.

18.4 Dispatch Center's Insurance

The Dispatch Center agrees to maintain a self-insurance program or to procure and maintain the following minimum insurance coverage areas and limits, or comparable program(s) of self-insurance, responsive to its liability and property exposures under this Agreement:

18.4.1 General Liability: Insurance Services "occurrence" form CG 00 01 (current edition).

Commercial General Liability coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per combined single limit per occurrence, and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for bodily injury and property damage. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Dispatch Center in connection with this Agreement. Upon transfer of County's obligations under this Agreement to the PSERN Operator, the PSERN Operator shall be covered as additional insured as respects liability arising out of activities performed by or on behalf of Dispatch Center in connection with this Agreement.

18.4.2 Workers' Compensation/Stop Gap/Employers Liability: Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence.

18.4.3 All Risk Property insurance coverage: Dispatch Center shall maintain "All Risk" property insurance in an amount equal to the full replacement value of the Dispatch Center and all of its improvements and personal property located therein or shall self-insure the Dispatch Center and its improvements and personal property located therein. Dispatch Center shall also maintain "All Risk" property insurance, or a comparable program of self-

insurance, covering Equipment owned by the County (or PSERN Operator, as applicable) located in the Dispatch Center, and shall name the County (or PSERN Operator, as applicable) as additional loss payee on such insurance.

- 18.4.4 Waiver of Subrogation: Notwithstanding any language to the contrary contained in this Agreement, Dispatch Center agrees that it shall not make a claim against or seek recovery from County or the PSERN Project for any loss or damage to property, resulting from fire or other hazards covered by fire insurance or required to be covered under this Agreement, and Dispatch Center hereby releases County and the PSERN Project from any such claim or liability regardless of the cause of such loss.

All Policies: Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days prior written notice has been given to the County (or PSERN Operator, as applicable).

19 NOTICES

Except as otherwise specified in this Agreement, all formal written notices must be either delivered by courier or sent by certified mail, return receipt requested, to the address listed below. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon signature on the return receipt. A Party may change the address for notices from time to time by providing the other Party(ies) the replacement name and contact information. Notice shall not be effective unless and until the other Party(ies) has (have) received this information.

To the Dispatch Center:
Ron Tiedeman
NORCOM IT Director
P.O. Box 50911
Bellevue, WA 98015-0911

To the County or PSERN Operator:
Hai Phung, Project Manager
King County Department of Information Technology
401 5th Avenue
Seattle, WA 98104

20 AMENDMENT

This Agreement may be amended upon mutual agreement of the Parties and approval of the Governing Body.

21 FORCE MAJEURE

Acts of nature, acts of civil or military authorities, acts of war, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, strikes and other labor disruptions, and other industrial, civil or public disturbances that are not reasonably within the control of a Party causing the Party's inability to perform an obligation under this Agreement are "Force Majeure Events." If any Party is rendered unable, wholly or in part, by a Force Majeure Event, to perform or comply with any obligation or condition of this Agreement, such obligation or condition shall be suspended for the time and to the extent reasonably necessary to allow for performance and compliance and restoration of normal operations.

22 CONFLICT WITH OTHER AGREEMENTS

If any provision of this Agreement conflicts with a provision of the Implementation Period ILA, the Operations Period ILA, or the lease between the Dispatch Center and King County (or Service Provider as applicable), if any, such that the provisions cannot be harmonized, then the provisions of the applicable ILA or lease shall control.

23 DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to resolve the dispute through direct negotiations between them. If the Parties are unable to resolve the dispute within sixty (60) days of its occurrence, either Party may refer the dispute to the Governing Body for resolution and shall provide the other Party with notice of such referral. If the dispute is not resolved by the Governing Body within sixty (60) days of referral to it, either Party may refer the dispute to the executive officers of the Parties and the Dispatch Center with notice to the other Party. If the dispute is not resolved by the executives within 60 days of referral, either Party may refer the dispute to non-binding mediation. Referral of the dispute to the Governing Body, the executives, and mediation shall be a condition precedent to a Party's pursuit of other available legal remedies.

24 CHOICE OF LAW AND VENUE

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the King County Superior Court, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

25 NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default or breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of the Parties.

26 EXECUTION AND COUNTERPARTS

This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one the same instrument.

27 SURVIVAL PROVISIONS

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party’s withdrawal from this Agreement.

Section 15 Intellectual Property, Confidential Information and Records

Section 17 Indemnification

Section 19 Notices

Section 24 Choice of Law and Venue

28 SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the space provided below.

King County

NORCOM

_____ David Mendel, PSERN Project Director	_____ Date	_____ Thomas R. Orr, NORCOM Executive Director	_____ Date
_____ Print Name		_____ Print Name	

Exhibit 1

NORCOM Primary

List of Equipment for Dispatch Center

Back office Equipment could include:

1 Each - 19" Standard equipment rack housing:

- 2 Each - site routers
- 2 Each – network switches
- 1 Each – MPLS router
- Aux I/O interfaces
- Audio Interfaces
- Power Strips
- Control Station Combiner

Wall mounted punch blocks as needed

Standard Equipment comprising a Dispatch Center console:

Embedded firmware and applicable software

1 Each - Processor

1 Each - 22-Inch Wide Format Touch Screen LCD Monitor

2 Each - MCC Series Desktop Speakers

2 Each - Single Muff Headsets

1 Each - Dual Pedal Footswitch

This Dispatch Center will be issued **18** consoles – NORCOM Primary

Exhibit 1A

NORCOM Backup

List of Equipment for Dispatch Center

Back office Equipment could include:

1 Each - 19" Standard equipment rack housing:

- 2 Each - site routers
- 2 Each – network switches
- 1 Each – MPLS router
- Aux I/O interfaces
- Audio Interfaces
- Power Strips
- Control Station Combiner

Wall mounted punch blocks as needed

Standard Equipment comprising a dispatch center console:

1 Each - Processor

1 Each - 22-Inch Wide Format Touch Screen LCD Monitor

2 Each - MCC Series Desktop Speakers

2 Each - Single Muff Headsets

1 Each - Dual Pedal Footswitch

This Center will be issued **10** consoles – NORCOM Back-Up

Exhibit 2
Response and Resolution Tables

Severity Level	En-Route Response Time	Restoration and Replacement Times	Examples
Severity 1	Field Servicer shall be en-route within thirty (30) minutes after Contractor or Service Provider detects or is notified of the failure, whichever occurs first.	<p>Within four (4) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment and software, microwave system equipment and software and MPLS equipment and software and if equipment is malfunctioning, install FRU.</p> <p>Concerning equipment and software not listed above, Service Provider's goal is to resolve all Severity 1 failures within two hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</p>	<p>Failure of any system control Equipment element. (e.g. Equipment at a master site or prime site).</p> <p>Any failure which results in the loss of wide area operation of one or more simulcast radio sub-system.</p> <p>Failure of operation of 25% or more of the operator stations in the Dispatch Center.</p> <p>This level represents the most critical issues affecting significant portions of the System and its users.</p>

Severity 2	Field Servicer shall be en-route within thirty (30) minutes after Contractor or Service Provider detects or is notified of the failure, whichever occurs first.	<p>Within twenty-four (24) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment and software microwave system equipment and software and MPLS equipment and software and if equipment is malfunctioning, install FRU.</p> <p>Concerning equipment and software not listed above Service Provider's goal is to resolve all Severity 2 failures within twelve hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</p>	<p>Loss of 20% or more voice talk-path capacity at a site.</p> <p>Failure of operation of any individual site that comprises a part of a simulcast subsystem or multicast site.</p> <p>Any Backhaul failure which causes either a loss of traffic through a path or loss of node redundancy.</p> <p>Network Management System (NMS) failure</p> <p>Dispatch Center failure impacting operations.</p> <p>Loss of connectivity of any dispatch or RF site to the core network.</p> <p>Environmental alarms, such as DC plant and backup power.</p> <p>This level represents major issues that results in an impaired or unusable sub-system, or loss of critical features from the Dispatch Center's perspective.</p>
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Severity 3	Field Servicer shall be en-route as soon as possible after Contractor or Service Provider detects or is notified of the failure, whichever occurs first.	<p>Within twenty-four (24) hours of detection or report of failure, whichever occurs first, restore full functionality to land mobile radio equipment, microwave system equipment and software and MPLS equipment and software and, if equipment is malfunctioning, install new equipment.</p> <p>Concerning equipment and software not listed above, Service Provider's goal is to resolve all Severity 3 failures within twenty-four hours of arrival. However, it is possible that some resolutions could require additional time and effort due to multiple item failure, antenna system failure, etc. In any event, Service Provider is committed to failure resolution as rapidly as possible, utilizing all available resources to resolve the failure as soon as possible.</p>	<p>Loss of less than 20% of voice talk-path capacity at any site.</p> <p>Any Backhaul failure or alarm which does not result in loss of traffic or redundancy.</p> <p>No more than 1 console out-of-service at any dispatch location.</p> <p>Loss of any NMS workstation.</p> <p>This level represents moderate issues that limit Dispatch Center's normal use of the system, sub-system, product, or major non-critical features from Dispatch Center's perspective.</p>
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Exhibit 3

Dispatch Center's Site Plan

NOTES:

1. PRINT THIS PAGE IN COLOR.
2. THE SERVICE PROVIDERS SHALL HAVE ACCESS IN ORANGE AND YELLOW HIGHLIGHTED AREAS AS WELL AS ORANGE ARROWS IN THE DRAWING.
3. PLACES WITHIN THE BUILDING WHERE EQUIPMENT WILL BE INSTALLED ARE HIGHLIGHTED IN YELLOW.
4. TEMPORARY STAGING AREA FOR EQUIPMENT.

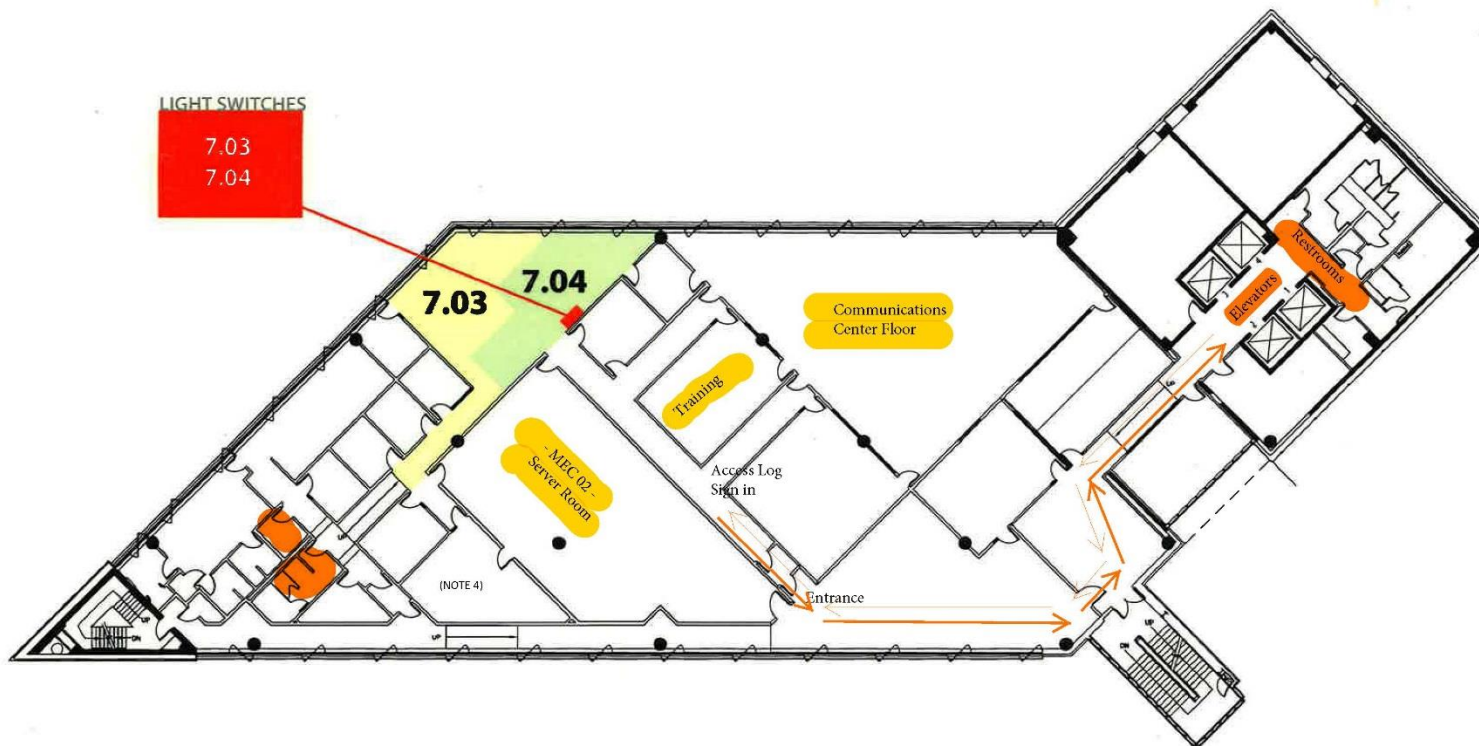
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NORCOM 911 - PSERN Vendor Access

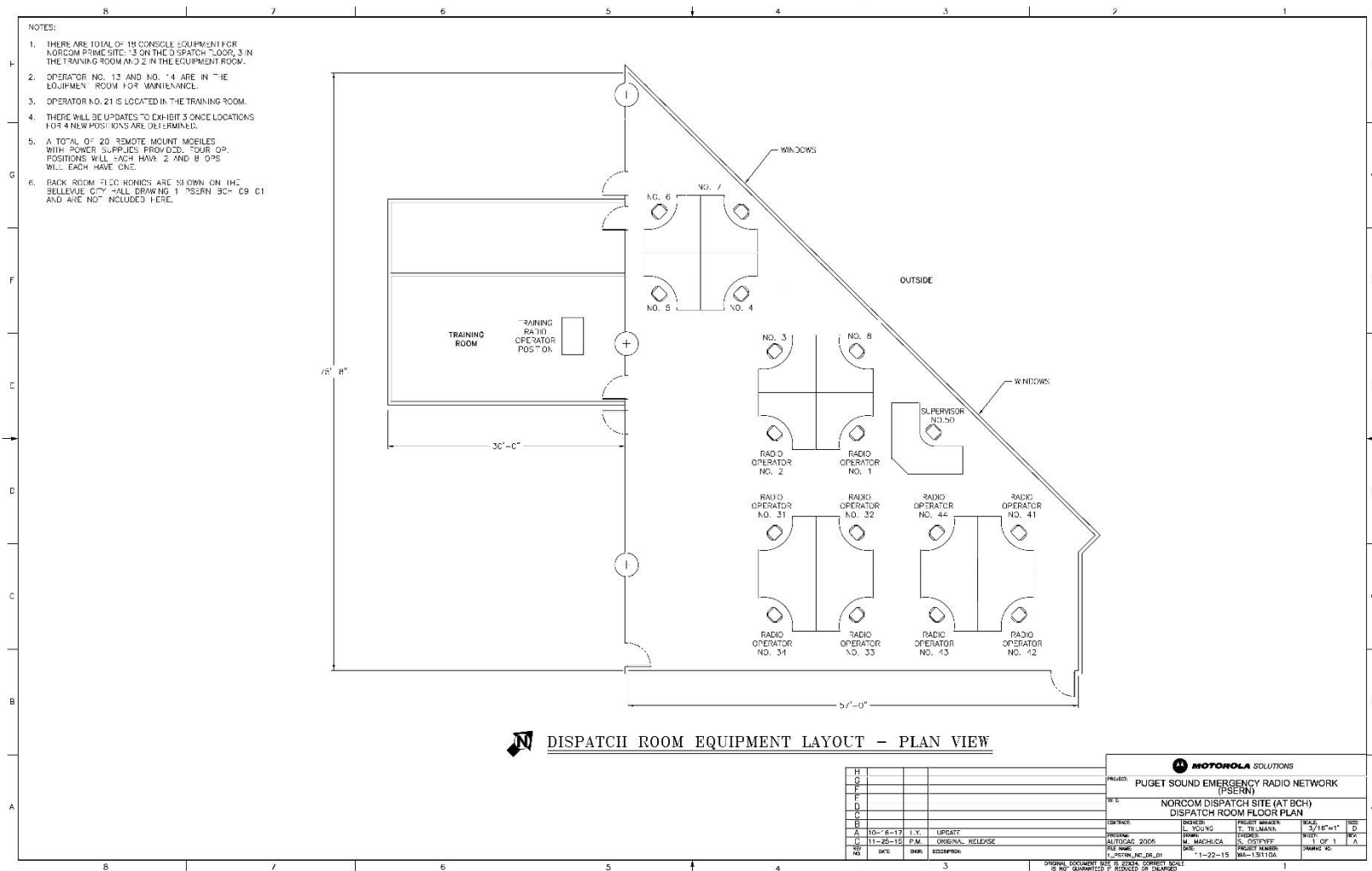


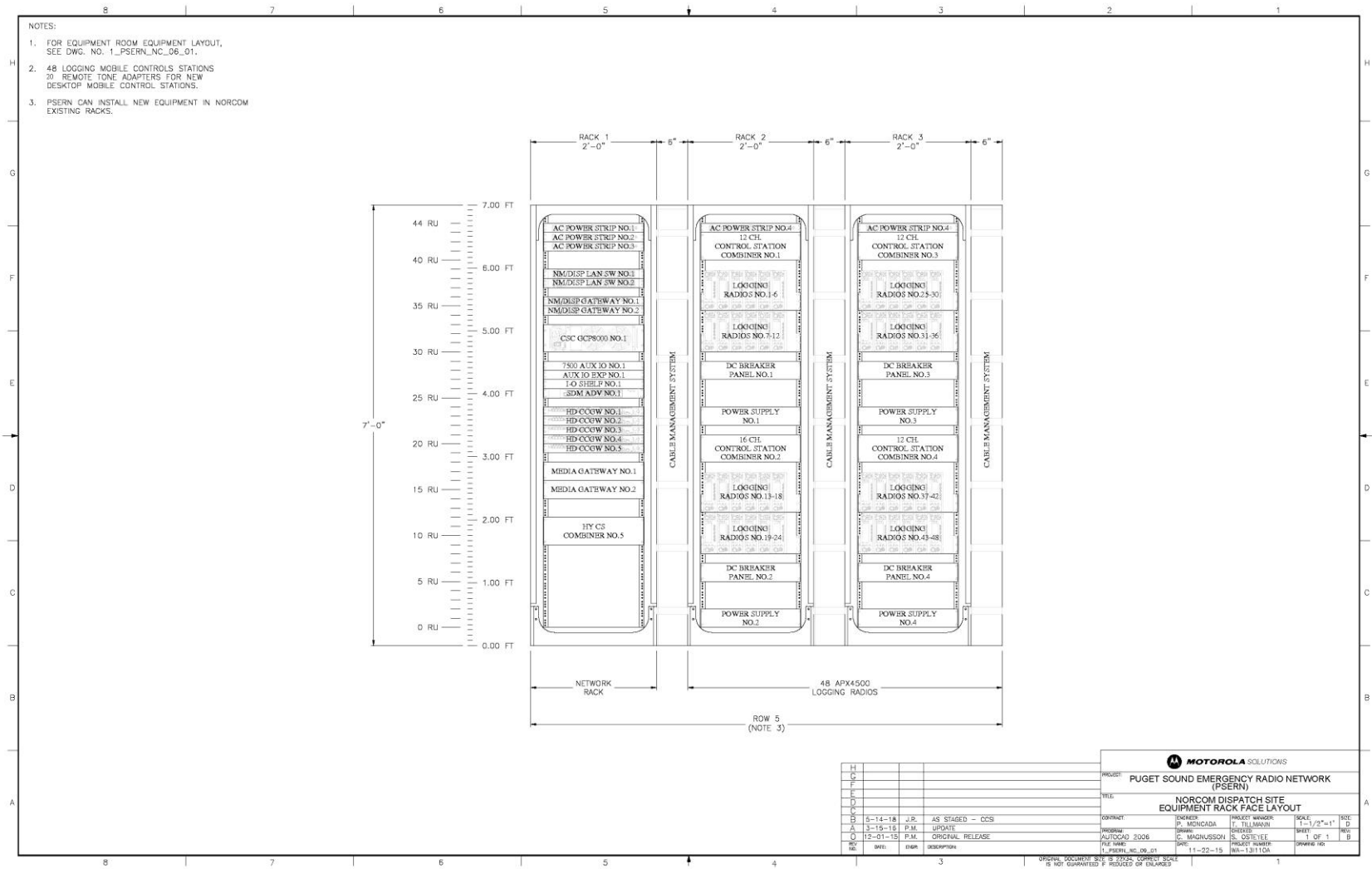
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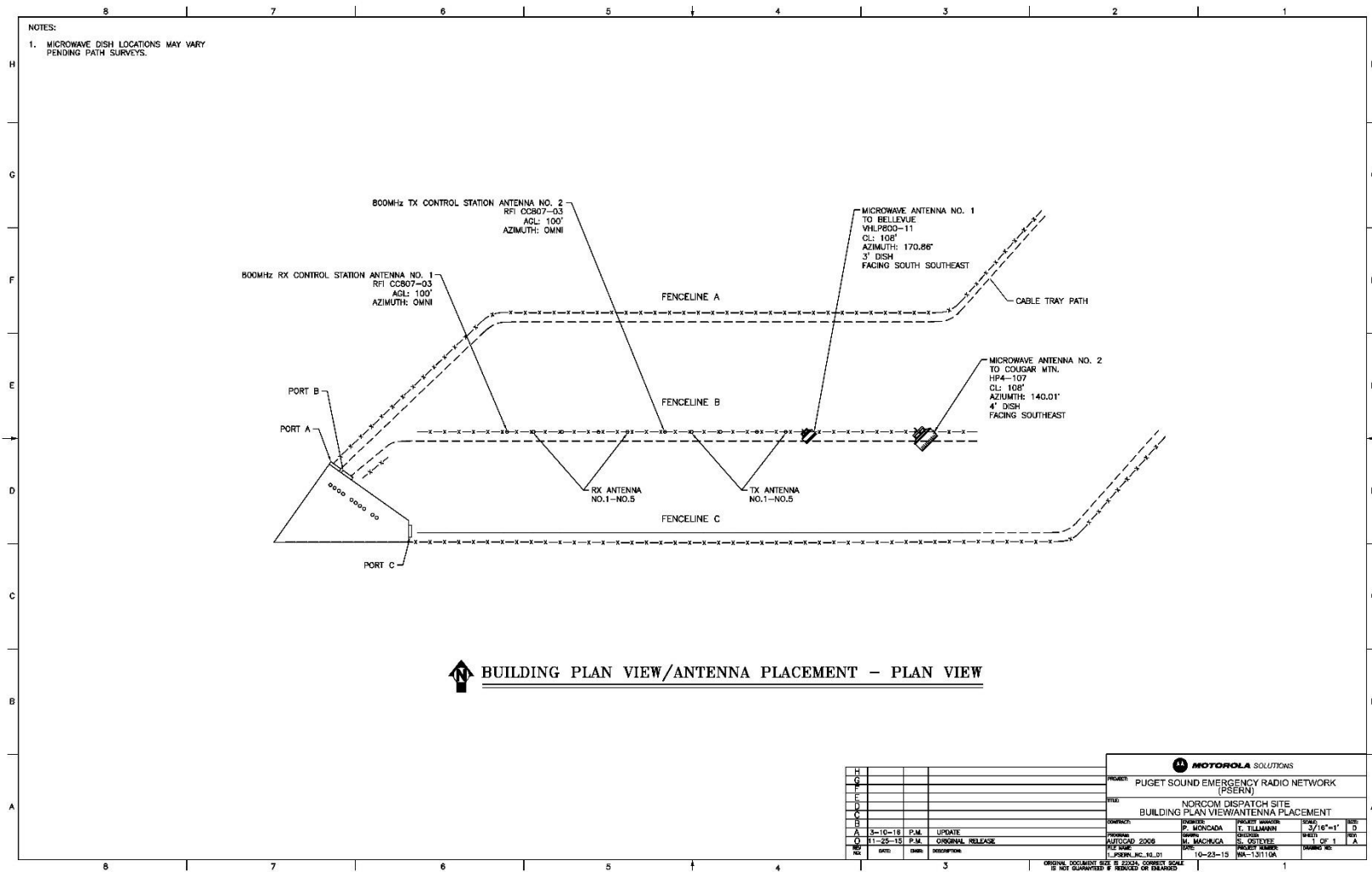
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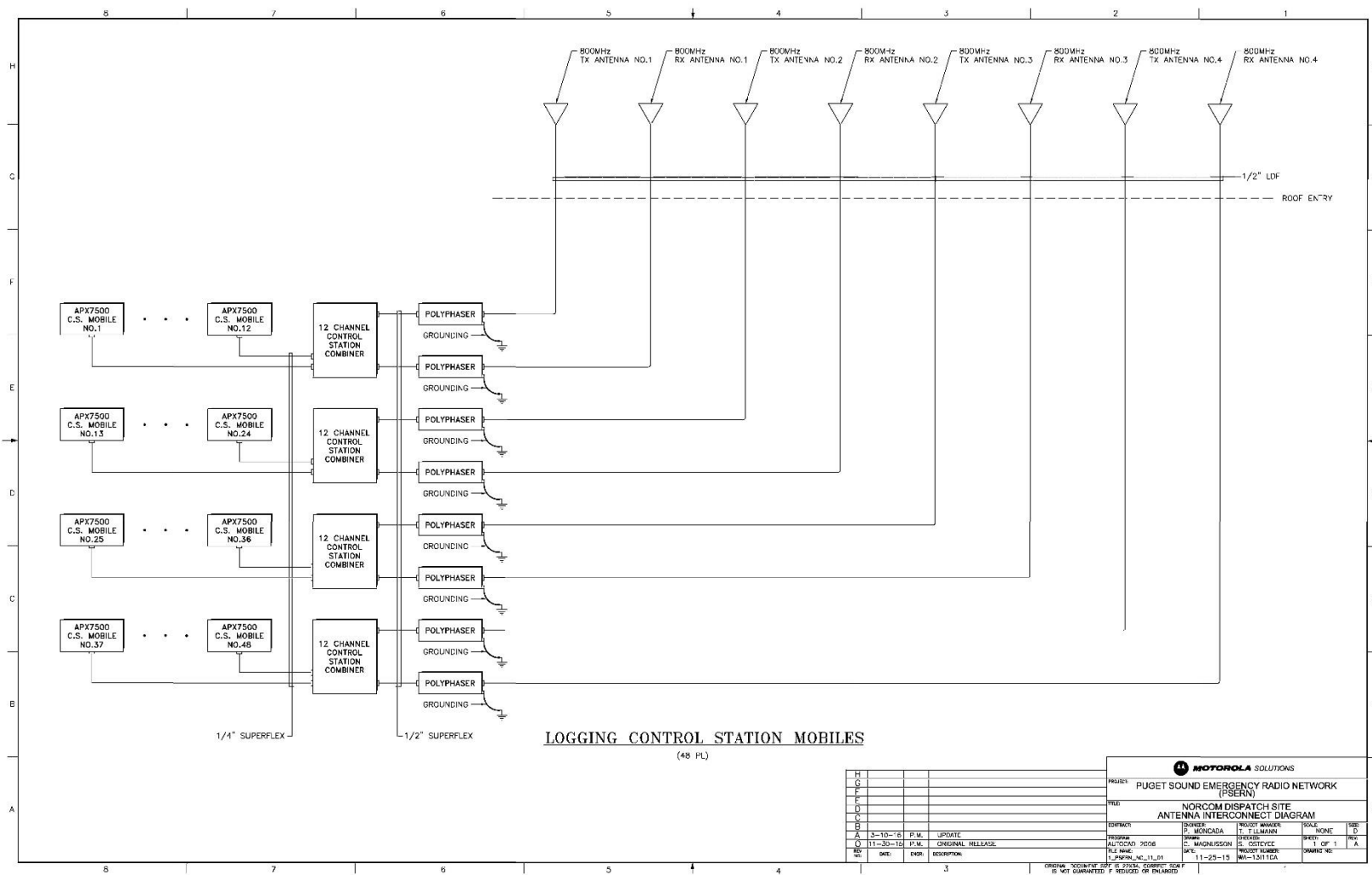


Exhibit 4

Dispatch Center's Security Vetting Procedures

Security Clearance Process Steps:

1. The Vendor Contact submits the vendor form and background authorization form to the POC (TAC) by email, through interoffice mail, or in-person.
2. The TAC ensures the form is complete and conducts the criminal background check to include: NCIC, WACIC, DOL, NCIC III, RMS, DISCIS/SCOMIS
 - *Only attach adverse information (protection orders, warrants, officer safety, DOC, criminal history, RMS criminal activity and include the DOL printout)*
 - It is not necessary to provide printouts when a person has a clear record.
3. The TAC reviews the background results.

• **A. Approved Clearance:**

1. The Rec Sup makes an entry into the Security Clearance Excel log.
Date, Full Name, DOB, Company
2. The TAC logs into the CJIS Security on-line training database to check if the contract employee is in the vendor records for CJIS certification.
 - If the contract employee has an active CJIS certification, the date is entered into the Security Clearance Log and on the Vendor Authorization Form.
 - If the contract employee is not in the CJIS database, the TAC will add the required information into the database.
3. The TAC or designee schedules the fingerprinting for the vendor employee. Once received, that information is entered on the Vendor form and the employee is added to the CJIS vendor database.
4. The TAC will then notify the vendor employee of the security test requirements and advise which level security training they need to complete.
5. Any associated documents are filed with the vendor form.

Fingerprinting:

1. NORCOM uses Kirkland Corrections to process any fingerprint checks. Any result is sent via secured email to the TAC.
2. The TAC reviews the fingerprint results.
 - a. Processed with no concerns: added to the vendor authorization form.
 - b. Processed with concerns: reviewed to see if they are eligible for appeal. If not, the personnel may be denied entry from NORCOM entirely, or they may be given escorted access only.
 - i. If the fingerprint check returns with a different name and/or DOB than indicated on the Vendor Authorization Form, the TAC will review to approve or deny.

• **B. Denied Clearance:**

1. Backgrounds are denied when the person is a convicted felon, has active warrants and/or other significant criminal history.
2. The TAC will enter the Denied status in the Security Clearance Log.

3. The TAC will file the denied security clearance paperwork in a secured file.

- **C. Backgrounds Requiring Further Review:**

1. The TAC will send an email to the ACCESS section to request a review of the contract employee SID/FBI criminal history.
2. The CSO will send a reply with one of the following response type:
 - Approve access
 - Deny access
 - It is up to the agency approve or deny access

- **D. Re-Backgrounds**

Following the WSP ACCESS re-background requirements for ACCESS certified users, employees and contract personnel who have completed CJIS Security Training and have active badge access to the police areas will be re-background every five years.

Exhibit 5

Consent for Criminal Background Check, CJIS On-line Security Awareness Training and Fingerprinting
Authorization/Waiver



NORCOM APPLICANT BACKGROUND NOTICE AND CONSENT

Applicant Information

Name:

Date:

Date of Birth:

Maiden Name/Other Name(s) used:

I authorize any employee or representative of NORCOM to search N-DEx to obtain information regarding my qualifications and fitness to serve as a NORCOM employee and/or contractor. I understand that N-DEx is an electronic repository of information from federal, state, local, tribal, and regional criminal justice entities. This national information sharing system permits users to search and analyze data from the entire criminal justice cycle, including crime incident and investigation reports; arrest, booking, and incarceration reports; and probation and parole information. This release is executed with full knowledge, understanding, and consent that any information discovered in N-DEx may be used for the official purpose of conducting a complete employment background investigation. I also understand that any information found in N-DEx will not be disclosed to any other person or agency unless authorized and consistent with applicable law. I release NORCOM from any liability or damage that may result from the use of information obtained from N-DEx.

If employment is denied solely due to information obtained from N-DEx, and the applicant challenges the accuracy or completeness of those records, the denying agency shall provide the applicant with the contact information of the agency owning the information underlying the decision to deny. After receiving a written request from the applicant challenging the accuracy or completeness of the record used to deny employment, the record-owning agency shall then review the relevant information and advise the applicant in writing whether it has confirmed the accuracy or completeness of its records or whether the records will be corrected. If the applicant does not receive a response from the record-owning agency within 30 days from the date of the applicant's written request, the applicant may contact the FBI CJIS Division N-DEx Unit, 1000 Custer Hollow Rd, Clarksburg, WV 26306. The FBI shall forward the challenge to the record-owning agency for verification or correction. The record-owning agency shall then review the relevant information and advise the applicant in writing whether it has verified its records or whether the records will be corrected. Agencies should inform applicants of their

responsibility to provide any corrected information to the denying agency that may assist the record owning agency in its research on behalf of the applicant.

Signature

Date

North East King County Regional Public Safety Communications Agency
P.O. Box 50911 • Bellevue, WA 98015-0911 • Phone 425-577-5700



This form is for use by the NORCOM TAC to ensure compliance with NORCOM SOPs 10-002, 10-004 and 10-005, as well as the CJIS Security Policy. Any vendors that will be present at NORCOM will be documented on this form to ensure they are entered in the CJIS vendor portal. This form will be good for two years for each vendor.

Name: _____ DOB: _____

Vendor (Company) Name: _____

Vendor (Company) Address: _____

Vendor (Company) Phone: _____

Employee Work Email: _____

**Please attach a copy of your driver's license/photo ID and the completed background authorization form.*

Section I:

Please check one:

- ☐ Vendor personnel present in CJIS Expiration date: _____
- ☐ Vendor personnel needs to be added to CJIS

Section II: (Only needs to be completed if personnel needs to be added to CJIS)

- ☐ Fingerprints received SID Number: _____
- ☐ Fingerprint result approved ☐ Fingerprint result not approved

(not approved fingerprint results must result in escorted access when in any section of NORCOM or the NORCOM satellite center by approved NORCOM personnel)

Date entered: _____

Test completed: _____

Completed by: _____

Form completed date: _____

Form expiration date: _____

This vendor is approved for:

- ☐ Unescorted access
- ☐ Escorted access

Initials: _____

Management Control Agreement

Must be completed by agencies who:

- A. Have a city or county Information Technology (IT) department handling IT services for the criminal justice agency.**

Pursuant to the CJIS Security Policy, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with A Central Computerized Enforcement Service System (ACCESS) for the interstate exchange of criminal history/criminal justice information, the Criminal Justice Agency shall have the authority, via managed control, to set and enforce:

- (1) Priorities.
- (2) Standards for the selection, supervision, and elimination of access to personnel who may be tasked with working on or interfacing with any of the telecommunication systems or criminal justice systems/computers enumerated in paragraph three below.
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel from access or use of equipment accessing the State network.
- (5) Compliance with all rules and regulations of the Criminal Justice Agency Policies and CJIS Security Policy in the operation of all information received.

Responsibility for management control of the criminal justice function remains solely with the criminal justice agency, as required by the CJIS Security Policy.

This agreement covers the overall supervision of all Criminal Justice Agency systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any Criminal Justice Agency system to include NCIC Programs that may be subsequently designed and/or implemented within the Criminal Justice Agency.

Agency Providing IT Service(s):		
Agency Head Name (printed):		
Agency Head Signature:		Date:

Criminal Justice Agency Receiving IT Service(s):		
ORI:		
Agency Head Name (printed):		
Agency Head Signature:		Date:

Exhibit 6

Accessory equipment

This list of equipment is not meant to be an exhaustive list of approved equipment but can be used as a guide for Dispatch Center's to make decisions from. Dispatch Center's should check with the PSERN Operator regularly to ensure they have the latest information on accessory devices that are approved for use with consoles. The below list are items that are available from Motorola at the time the SLA was developed. Other third party accessories (e.g. boat lights, paging interfaces) may also be available.

Headsets:

Motorola Part Number:	Plantronics Model	Plantronics Part Number
RMN4077B	HW251	64336-31
RMN5078B	HW251N	64338-31
RMN4079B	HW261	64337-31
RMN5080B	HW261N	64339-31
RLN6098A	SHS1890-15/DH	72949-15
RLN6099A	SHS1890-25/DH	72949-25

Other Accessory Items:

Rugged dual Foot Pedal – Motorola P/N - BLN6732

Headset with PTT Switch – Motorola P/N – CDN6281

Single speaker headband style headset with User selectable tone control – Motorola P/N – CDN6286,

Dual Button Microphone with Flexible Shaft – Motorola P/N – B1914

Headset module base without PTT Switch – Motorola P/N – CDN6282

Starset Noise Cancelling Headset (ear bud style) – Motorola P/N – CDN6288

Encore Monaural Noise Cancelling Headset (headband style) – Motorola P/N – CDN6293

Tristar Noise Canceling Headset (ear bud style) – Motorola P/N – CDN6292

Basic USB Headset Jackbox – Motorola P/N – DDN9492

Enhanced USB Headset Jackbox – Motorola P/N – DDN9493

Gooseneck Microphone – Motorola PN B1914

Exhibit 7

Scope of “make ready work”

NORCOM Primary Site

Power Requirements

The following is taken from the Power Consumption and Heat Output document (1A1A8), section 1.2.2 AC Power for Land Mobile Radio Equipment.

General Requirements

The 120 VAC PSERN-provided power requirements are indicated in the table below. AC power is indicated here as an aggregate, but is broken down further in the Power Distribution table below. Commercial power entering the facility to feed these circuits must be protected by a Type 1 surge device using silicon avalanche diode primary and MOV backup protection, and 120VAC UPS backup power as applicable.

PSERN Provided 120VAC [Amps] Equipment Room: (Network Rack + 48 Logging Radios)	BTU/Hr
67.75	27,741
PSERN Provided 120VAC [Amps] NORCOM Dispatch Center: (18 MCC7500 consoles + 20 APX4500 Control Stations)	BTU/Hr
217.5	89,056

Power Distribution (120VAC)

The 120VAC PSERN-provided power requirements are as follows.

Description	120VAC Branch Circuits Required [Amps]
BCH 7 th Floor Equipment Room 2: (Row 5 Rack 1): Console Site Network Node + Qty 5 CCGW interfaces	Qty 14: AC outlets, cumulative amps: 12.6 (Use existing 20 outlet TrippLite AC strips)
BCH 7 th Floor Equipment Room 2: (Row 5, Rack 2): Qty 24 APX4500 Logging radios	Qty 2: AC outlets, cumulative amps: 27.6 (Plug each logging DC power supply into separate existing 20 outlet TrippLite AC strips)

BCH 7th Floor Equipment Room 2: (Row 5, Rack 3): Qty 24 APX4500 Logging radios	Qty 2: AC outlets, cumulative amps: 27.6 (Plug each logging DC power supply into separate existing 20 outlet TrippLite AC strips)
NORCOM Dispatch Center Room: Qty 18 MCC7500 Operator Consoles + Qty 20 APX4500 Control Station radios	Qty 18: AC power strips, one strip per dispatch operator position, six (6) outlets per strip. Cumulative max amps per power strip: 11.55 Per NORCOM, re-use existing power strips.

Site Walk Observations

Bellevue City Hall Equipment Room (MEC2):

NORCOM has no action items for Bellevue City Hall

NORCOM Back-Up

Power Requirements

The following is taken from the Power Consumption and Heat Output document (1A1A8), section 1.2.2 AC Power for Land Mobile Radio Equipment.

General Requirements

The 120 VAC PSERN-provided power requirements are indicated in the table below. AC power is indicated here as an aggregate, but is broken down further in the Power Distribution table below. Commercial power entering the facility to feed these circuits must be protected by a Type 1 surge device using silicon avalanche diode primary and MOV backup protection, and UPS backup power.

PSERN Provided 120VAC [Amps]	BTU/Hr
115	47,216

Power Distribution

The 120VAC PSERN-provided power requirements are as follows.

Description	120VAC Branch Circuits Required [Amps]
NORCOM Satellite b/u Dispatch Center (10 consoles)	15A breaker minimum/outlet x 10 operator positions (10.4A each operator position via one power strip)

Site Walk Observations

NORCOM Satellite Dispatch b/u Center: (Room 263)

1. Dispatch area shallow raised floor: non-plenum rated.
2. Furniture is small table per operator position, with simple separator between each table top.
3. Existing five (5) console ops are Zetron 4219; existing sixth (6th) console op is Gold Elite, remoted to CEB in server room.
4. New ten (10) position MCC7500 console ops to include 4 local speakers and 2 IRR speakers each.
5. Two (2) MGB grounding bus bars located on lower wall behind existing operator positions.
6. Re-use existing ten (10) port Ethernet outlet manifolds for all new console Ethernet connections to server room, where new system network rack (Row 1 Rack

- 1) will be located.
7. Re-use existing ten (10) red AC power outlet manifolds for new dispatch console equipment. Power from red-colored manifolds fed from existing dual local Mitsubishi UPS's.



TO: PSERN Board

FROM: Ron Tiedeman, NORCOM Information Technology Director

DATE: June 4, 2018

RE: May 24th Joint Board Console Request – NORCOM Supplemental Information

On May 24th NORCOM presented a request to add eight (8) consoles under the PSERN project and this memo is a supplement to that request.

NORCOM currently has two locations; (1) Bellevue, 11 dispatch consoles (Primary) and (2) Redmond, 8 dispatch consoles (Secondary) used in event of emergency relocation of NORCOM dispatch operations. We also provide emergency backup operations to Bothell Police and Redmond/ Duvall Police PSAP's requiring console use and we provide multi-jurisdictional training. Unique to NORCOM, we also maintain a stand-alone backup facility in Redmond, requiring duplication of consoles and equipment to operate at minimum service levels required by our agencies in event of emergency.

The original PSERN audit in 2015 identified NORCOM had 20 dispatch consoles but did not include 2 consoles added in 2016 due to operational requirements or take into consideration future growth. Our request is to add the minimum required to operate at current standards and provide the expected public safety levels of service to our customers. NORCOM has added 1 police agency, increased minimum staffing, provides emergency backup to 3 agencies, and increased call volume resulting in increased console requirements. Operationally, peak period consoles at both primary and secondary locations is our goal for continuity of operations and emergency backup operations. Additionally, NORCOM had a facility study performed in 2017 which identified projected increases to population and growth in the areas NORCOM serves identifying needs to increase capacity and capability as workload increases.

The below chart supplements the April 23rd memo, and the May 24th presentation to assist the board in understanding the detail and operational need for adding eight (8) additional consoles.

Year	Current	2015 Audit	Add Request	Total After Request
Bellevue - Primary Dispatch Consoles	11	11	2	13
- Tech Admin Reporting & Alerting	2	2	-	2
- Training Console	1	1	2	3
Redmond Consoles (Backup Facility)	8	*6	*2 + 2	10
Calls for Service	307,290		TOTAL	TOTAL
Minimum Staffing (low period)	8		5 + *2	28
Peak Staffing (high period)	12		*2 Represents the consoles not included in the 2015 PSERN audit.	
# of Police Dispatchers	5			
# of Fire Dispatchers	4			
# of Call Takers (high period)	5			



MEMORANDUM

To: Governing Board
From: Tom Orr, Executive Director
Date: 01/02/2019
Subject: 2019 Governing Board Meeting Schedule

Executive Summary:

TBD

Background:

TBD

Past Board or Other Related Actions:

TBD

Policy and Strategic Implications:

TBD

NORCOM Staff Recommendation:

TBD

Staff Comments:

TBD

Options

TBD

Risks

TBD

Finance Committee Review: No

NA

Legal Review: No

NA

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2019
Account (s):
Fiscal Note:
Fiscal Impact:
NA
