



AGENDA

NORCOM Governing Board
Kirkland PD Totem Lake Room - February 14, 2020, 9:00 am

1. Call to Order
2. Roll Call
3. Open Communications from the Public
4. NORCOM Recognition
5. Consent Agenda
 - A. Governing Board Minutes for January 10, 2020 Meeting
 - B. January 2020 Accounts Payable report
6. For Board Decision
 - A. Public Safety Answering Point Agreement with King County 911 Program Office
 - B. Public Safety Emergency Radio Network (PSERN) End User Service Level Agreement
 - C. Executive Director selection process
 - D. Current Status of NORCOM 911 Federal Initiatives
7. For Briefing to Board
8. Staff Updates
9. Committee Reports
10. Upcoming Agenda Items

11.

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.*

12.

Adjournment

The next Governing Board meeting is scheduled for March 13, 2020



MEMORANDUM

To: Governing Board
From: Roky Louie, Deputy Director for Operations
Date: 02/14/2020
Subject: Governing Board Minutes for January 10, 2020 Meeting

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: 2020
Account (s):
Fiscal Note:
Fiscal Impact:
None

Attachments

Board Meeting Minutes for 01-10-2020



MEMBERS

Nathan McCommon	City of Bellevue (Chair)
Bruce Kroon	City of Bothell
Kyle Kolling	City of Clyde Hill
Kurt Triplett	City of Kirkland
Steve Burns	City of Medina
Jeff Magnan	City of Mercer Island
Dan Yourkoski	City of Normandy Park (Vice Chair)
Rick Rudometkin	City of Snoqualmie
David Burke	Duvall Fire District #45
Eric Magnuson	Northshore Fire Department
Matt Cowan	Shoreline Fire Department
Greg Ahearn	Woodinville Fire

ABSENT

Chris Connor	Fire District 27
James Knisley	Skykomish Fire District #50
Jeff Clark	Eastside Fire & Rescue
Tommy Smith	Redmond Fire
Jay Wiseman	Snoqualmie Pass Fire

VISITORS

Michael Olson	City of Kirkland
Deanna Gregory	Pacifica Law Group
Deb Flewelling	King County
Ben Breier	King County
Brett Shavers	Citizen

NORCOM STAFF

Bill Hamilton	Executive Director
Scott Sotebeer	Deputy Director, Strategic Initiatives
Roky Louie	Deputy Director, Operations
Judy Cayton	Human Resources Manager
Janet Bartlett	Financial Consultant
Brionna Jordan	Public Records Specialist
Maggie Johanson	Administrative Assistant



- **Call to Order**

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

- **Roll Call**

Chair McCommon requested a roll call of present Governing Board members. Maggie Johanson, NORCOM Administrative Assistant, reported there was a quorum.

- **Open Communications from the Public**

There was one request for open communication from Brett Shavers to discuss NORCOM's culture. Brett Shavers provided a one page document.

- **NORCOM Recognition**

No items for recognition.

- **Consent Agenda**

- **Governing Board Minutes for December 2, 13, 17 and 19, 2019 Meetings.**
- **December 2019 Accounts Payable Report.**
- **2020 Governing Board Meeting Schedule.**

There was no discussion on any consent agenda items.

City of Kirkland City Manager Kurt Triplett made a motion to approve the Consent Agenda. City of Snoqualmie City Administrator Rick Rudometkin seconded the motion.

Motion carried.

- **For Board Decision**

There were no items for board decision to the board.

- **For Briefing to the Board**

There were no items for briefing to the board.

- **Staff Updates**

NORCOM Police Liaison Bill Hamilton was appointed as Interim Executive Director. NORCOM Supervisor Jeremy Henshaw has now taken on the position of Acting Police Liaison. NORCOM Telecommunicator Billy Marshaleck is appointed as Acting Operations Supervisor.

A. Updated on the State of NORCOM

NORCOM Executive Director Bill Hamilton discussed that the Operations core function is solid, quality of people who work at NORCOM is high, and that the morale is improved. Bill's action plan is to stabilize NORCOM by meeting with each department, reducing silos, and taking on no additional ILAs until NORCOM can deliver service to our core customers. A meeting with consultant Marilyn Beard is scheduled to discuss budgeting support. Director



Hamilton also discussed a security audit being performed and regional outreach to all partners to build a better relationship.

Chair McCommon commented his appreciation for Bill's work, openness and availability.

NORCOM Human Resources Manager Judy Cayton discussed the job postings, the number of applicants (5 external and 2 internal IT applicants), as well as the strength of candidates, and she will be reaching out to the Board for participation in panel interviews.

NORCOM Finance Consultant Janet Bartlett provided updates on the ADP roll out and savings of \$46,000 annually. She also mentioned moving to Concur which will provide better accountability.

- **Committee Reports**

There were no committee reports.

- **Executive Session¹**

The Board went into Executive Session at 9:33 a.m. with a total time of twenty minutes, and finishing at 9:53 a.m. Following the Executive Session the meeting was adjourned. 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.

- **Adjournment**

The meeting was adjourned at 9:53 a.m.

Next Governing Board meeting is scheduled for February 14, 2020.

Approved by:

Chair

Attest:

Secretary



MEMORANDUM

To: Governing Board
From: Bill Hamilton, Executive Director
Date: 02/14/2020
Subject: January 2020 Accounts Payable report

Executive Summary:

NORCOM staff is asking that the Board approve this report through consent. This action is routine in nature and the Finance Committee has reviewed all charges.

Background:

The Finance Committee has reviewed the charges and NORCOM staff has responded to questions.

Past Board or Other Related Actions:

The Board routinely approves these reports on a monthly basis

Policy and Strategic Implications:

There are no policy or strategic implications related to approval of this report.

NORCOM Staff Recommendation:

NORCOM Staff has conducted a thorough review and analysis and recommends approval to approve report.

Staff Comments:

Staff has no additional comments.

Options

None

Risks

None

Finance Committee Review: No

NA

Legal Review: No

NA

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2020
Account (s):
Fiscal Note:
Fiscal Impact:
NA

Attachments

January AP Report

Accounts Payable

Checks by Date - Detail by Check Date

User: fmoos
Printed: 2/11/2020 12:24 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	120	PAYCHEX	01/03/2020	
	01032020	Medicare Taxes Payable		11,020.49
	01032020	FMLA Taxes Payable		1,542.21
	01032020	Federal Taxes Payable		53,758.83
	01032020	ESD Taxes Payable		26.60
	01032020	Garnishments Payable		2,910.84
	01032020	Net Pay		259,124.03
Total for this ACH Check for Vendor 120:				328,383.00
18490	671	JENNIFER BORLEAU	01/03/2020	
	01022020-4	Tax Reimbursement		165.80
Total for Check Number 18490:				165.80
18491	610	WILLIAM HAMILTON	01/03/2020	
	01022020-1	PERS Reimbursement		500.98
Total for Check Number 18491:				500.98
18492	669	MARGARET JOHANSON	01/03/2020	
	01022020-2	Tax Reimbursement		150.57
Total for Check Number 18492:				150.57
18493	670	STEPHANIE MEADE	01/03/2020	
	01022020-3	Tax Reimbursement		96.78
Total for Check Number 18493:				96.78
Total for 1/3/2020:				329,297.13
18494	3	AT&T MOBILITY	01/10/2020	
	12272019	Cell Phone Service		257.25
	1228219	Cell Phone Service		124.48
Total for Check Number 18494:				381.73
18495	347	CHRISTOPHER BURDICK	01/10/2020	
	010120	Food for floor on New Year's Day		65.00
Total for Check Number 18495:				65.00
18496	6	CDW-GOVERNMENT INC	01/10/2020	
	SE1901290	Network Assessment		1,570.00
	VZH7710	APC Replacement Battery		964.15
	WCC8555	Plantronics EHS Cable		689.83
	WCL4236	Rackmounts & Cables		2,695.96
	WCT5385	CISCO Tranceiver		3,861.00
	WGH8214	HP EliteDesk 800 G4 Business Desktop		2,823.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	WGL6936	Adjustable monitor array mounts		7,150.00
	WGS1774	Cisco cable		71.50
	WGS6713	Cisco Nexus 3524 switch		19,393.59
				<hr/>
Total for Check Number 18496:				39,219.05
18497	210 122019	CENTURYLINK Snoqualmie EU Circuit	01/10/2020	173.12
				<hr/>
Total for Check Number 18497:				173.12
18498	8 121019	CENTURYLINK Telephone Service	01/10/2020	1.98
				<hr/>
Total for Check Number 18498:				1.98
18499	9 1482508392	CENTURYLINK Telephone Service	01/10/2020	181.36
				<hr/>
Total for Check Number 18499:				181.36
18500	11 35690	CITY OF BELLEVUE Fiber Usage Rental Fee	01/10/2020	477.00
				<hr/>
Total for Check Number 18500:				477.00
18501	615 66485857	CONCENTRA Pre-Employment Suitability Assessments	01/10/2020	252.00
				<hr/>
Total for Check Number 18501:				252.00
18502	388 010120 010120 010120	NICK CURRY Wondershare Training Popcorn Maker Holiday Cards	01/10/2020	328.90 31.89 135.41
				<hr/>
Total for Check Number 18502:				496.20
18503	29 93753944	ESRI ArcGIS Maintenance	01/10/2020	8,415.00
				<hr/>
Total for Check Number 18503:				8,415.00
18504	447 269297	FIRST CHOICE COFFEE SERVICES Ice Machine	01/10/2020	104.50
				<hr/>
Total for Check Number 18504:				104.50
18505	31 122819	FRONTIER Telephone Service	01/10/2020	1,552.48
				<hr/>
Total for Check Number 18505:				1,552.48
18506	649 112519	EMILY GROVE-MAZUREK IT Contractor W/E 01/02/20	01/10/2020	3,024.00
				<hr/>
Total for Check Number 18506:				3,024.00
18507	185 11536127	KRONOS Telestaff	01/10/2020	1,689.61
				<hr/>
Total for Check Number 18507:				1,689.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
18508	267 010120	LIFEWORKS Integrated EAP & WL Program	01/10/2020	293.06
			Total for Check Number 18508:	293.06
18509	586 2020-01	MEYDENBAUER CENTER Employee Parking for Jan20	01/10/2020	1,950.00
			Total for Check Number 18509:	1,950.00
18510	349 122719	KATIE MORRISON Mileage Reimbursement for CBD Training	01/10/2020	19.23
			Total for Check Number 18510:	19.23
18511	377 PSTI19-0223	PST INVESTIGATIONS Background Investigation Services	01/10/2020	5,746.28
			Total for Check Number 18511:	5,746.28
18512	256 2019-0910	PUBLIC SAFETY TESTING INC Subscription Fees Q4 (Oct- Dec 2019)	01/10/2020	950.00
			Total for Check Number 18512:	950.00
18513	666 19-334	RAYMOND POLYGRAPH SERVICES Polygraph Examination	01/10/2020	325.00
			Total for Check Number 18513:	325.00
18514	61 54993387 55020256	ROBERT HALF TECHNOLOGY Finance Consultant – JBartlett WE 12/20/19 Finance Consultant – JBartlett WE 12/27/19	01/10/2020	4,422.50 5,292.50
			Total for Check Number 18514:	9,715.00
18515	598 122819	MALCOLM S. SOTEBEER DC congressional delegation meeting	01/10/2020	168.26
			Total for Check Number 18515:	168.26
18516	65 847357399-132	SPRINT Wireless Service	01/10/2020	277.08
			Total for Check Number 18516:	277.08
18517	366 122719	T MOBILE Test Cell Phone Service	01/10/2020	36.54
			Total for Check Number 18517:	36.54
			Total for 1/10/2020:	75,513.48
ACH	120 01172020 01172020 01172020 01172020 01172020 01172020	PAYCHEX FMLA Taxes Payable Federal Taxes Payable Medicare Taxes Payable Garnishments Payable ESD Taxes Payable Net Pay	01/17/2020	1,235.02 30,381.20 8,749.50 1,263.82 21.31 217,845.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 120:				259,496.73
Total for 1/17/2020:				259,496.73
18518	4	AWC	01/28/2020	
	78921	2020 Annual Assessment Fee		7,818.47
	79082	AWC Associate Member - Public Agency		500.00
Total for Check Number 18518:				8,318.47
18519	672	BELLEVUE POLICE OFFICERS GUILD	01/28/2020	
	01282020	Jeremy Henshaw BPOG Ball		30.00
	01282020-2	Kristin Jackson BPOG Ball		60.00
Total for Check Number 18519:				90.00
18520	640	JUDITH CAYTON	01/28/2020	
	01152020	Job Advertising		579.51
Total for Check Number 18520:				579.51
18521	6	CDW-GOVERNMENT INC	01/28/2020	
	WHG7914	Tranceiver		71.50
	WHN1829	Tranceivers		357.50
	WHV7527	Tranceiver		214.50
	WJX2900	Tranceivers		572.00
	WLS3990	HP Hard Drives		1,167.45
Total for Check Number 18521:				2,382.95
18522	8	CENTURYLINK	01/28/2020	
	01102020	Telephone Service		1,316.01
Total for Check Number 18522:				1,316.01
18523	11	CITY OF BELLEVUE	01/28/2020	
	35691	Monthly Parking Spaces		1,832.60
	35698	Monthly Parking Spaces		42,938.18
Total for Check Number 18523:				44,770.78
18524	615	CONCENTRA	01/28/2020	
	66675562	Pre-Employment Suitability Assessments		262.50
	66747639	Pre-Employment Suitability Assessments		320.00
Total for Check Number 18524:				582.50
18525	324	CRISTA MINISTRIES	01/28/2020	
	51933-9	Crista Radio Site Lease		488.67
Total for Check Number 18525:				488.67
18526	28	EPSCA	01/28/2020	
	9925	Redmond Satellite		812.76
Total for Check Number 18526:				812.76
18528	657	FOSTER GARVEY	01/28/2020	
	2735442	2019-2020 General Labor & Employment		3,167.10
	2735538	RAADAR		78.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2735540	CAD WebView		78.75
	2735541	Patent Application		1,364.00
	2735542	Method and System for Inter and Intra Agency C		1,364.00
	2735544	CIIAA and Employment Agreement		1,396.50
	2735545	RAADAR & Design		39.37
	2735546	Special Counsel Services		3,887.76
	2736095	King County Participation Agreement		2,298.62
			Total for Check Number 18528:	13,674.85
18529	610 01102020	WILLIAM HAMILTON Software License	01/28/2020	59.95
			Total for Check Number 18529:	59.95
18530	571 001102020	KEVIN HUBERT Training	01/28/2020	63.25
			Total for Check Number 18530:	63.25
18531	390 INV-03768	IDENTITY AUTOMATION Annual Subscription Renewal	01/28/2020	335.51
			Total for Check Number 18531:	335.51
18532	252 11008686	KING COUNTY FINANCE KCIT INET	01/28/2020	1,163.00
			Total for Check Number 18532:	1,163.00
18533	185 11546020	KRONOS Project Communication	01/28/2020	38.75
			Total for Check Number 18533:	38.75
18534	424 4824add5	LIFTOFF LLC Software Licenses	01/28/2020	648.00
			Total for Check Number 18534:	648.00
18535	46 6565	NATIONAL TESTING NETWORK Background Investigation Services	01/28/2020	2,900.00
			Total for Check Number 18535:	2,900.00
18536	52 55668 55669 55670	PACIFICA LAW GROUP Public Records Special Projects Professional Services Professional Services	01/28/2020	2,628.00 3,277.50 1,950.00
			Total for Check Number 18536:	7,855.50
18537	377 PSTI20-10	PST INVESTIGATIONS Background Investigation Services	01/28/2020	6,104.55
			Total for Check Number 18537:	6,104.55
18538	484 4954	PUBLIC SAFETY SELECTION PC Psychological Evaluation	01/28/2020	800.00
			Total for Check Number 18538:	800.00
18539	261	RADIO COMMUNICATIONS SERVICES	01/28/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	00449978	Infrastructure Labor		371.25
			Total for Check Number 18539:	371.25
18540	666	RAYMOND POLYGRAPH SERVICES	01/28/2020	
	20-102	Polygraph Examination		325.00
	20-105	Polygraph Examination		325.00
			Total for Check Number 18540:	650.00
18541	61	ROBERT HALF TECHNOLOGY	01/28/2020	
	54993387	Finance Consultant - JBartlett WE 12/20/2019		4,422.50
	55020256	Finance Consultant - JBartlett WE 12/27/2019		5,292.50
	55087341	Finance Consultant - JBartlett WE 01/03/2020		6,887.50
	55121696	Finance Consultant - JBartlett WE 01/10/2020		4,906.08
	55152106	Finance Consultant - JBartlett WE 01/17/2020		6,626.88
			Total for Check Number 18541:	28,135.46
18542	69	THOMAS C PETEK PHD	01/28/2020	
	10672	Psychological Evaluation		1,200.00
			Total for Check Number 18542:	1,200.00
18543	74	UNUM	01/28/2020	
	0147532	Long Term Care		550.80
			Total for Check Number 18543:	550.80
18544	367	VERIZON	01/28/2020	
	9846198418	Cell Phone Service		2,507.54
			Total for Check Number 18544:	2,507.54
18545	80	VFIS	01/28/2020	
	7176119	Insurance Policy		39,520.00
			Total for Check Number 18545:	39,520.00
18546	88	WELLS FARGO FINANCIAL LEASING	01/28/2020	
	5008786248	Printer/Copier		1,351.04
			Total for Check Number 18546:	1,351.04
			Total for 1/28/2020:	167,271.10
ACH	120	PAYCHEX	01/31/2020	
	01312020	Net Pay		224,564.81
	01312020	ESD Taxes Payable		3,380.95
	01312020	Garnishment Payable		501.42
	01312020	Federal Taxes Payable		31,473.35
	01312020	FMLA Taxes Payable		1,240.81
	01312020	Medicare Taxes Payable		8,407.50
			Total for this ACH Check for Vendor 120:	269,568.84
			Total for 1/31/2020:	269,568.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (59 checks):				1,101,147.28



MEMORANDUM

To: Governing Board
From: Bill Hamilton, Executive Director
Date: 02/14/2020
Subject: Public Safety Answering Point Agreement with King County 911 Program Office

Executive Summary:

The contract between the King County E911 Program Office (the County) and the Public Safety Answering Points (PSAP) in King County expired in 2015. The involved parties have been operating under a verbal agreement since then. Although each PSAP has negotiated new separate draft contracts with the County, updates and edits were shared among the PSAPS and the resulting contracts are the same or very similar in critical content.

NORCOM wishes the Governing Board to review the draft contract for feedback and approval.

Background:

The last Public Safety Answering Point (PSAP) Participation Agreement was signed with the King County E911 Program Office (the County) and the King County 911 PSAPS in 2010. This contract expired in April of 2015. Negotiations for a new contract ended unsuccessfully in the summer of 2015 and parties have been operating under a verbal agreement to abide by the terms of the expired contract since that time. In December of 2017 there was an agreed understanding between the County and the PSAPs to bilaterally develop a new contract. It was later determined that each PSAP would have an individual and separate agreement with the County rather than to have one universal contract as was done in the past.

Working in collaboration with neighboring PSAPs, NORCOM and the County have developed a draft contract that both sides believe accurately represents their interests. This draft document was created through collaboration between NORCOM and the County's leadership, and legal counsel. It is being presented to the Governing Board for approval to be submitted to the King County Executive to be signed, and then returned to the Board for signature.

Past Board or Other Related Actions:

NORCOM has communicated with the Governing Board on the funding structure from the King County E911 Program Office on a regular basis. NORCOM's previous Executive Director as well as Deputy Director Scott Sotebeer has also spoken to the board about the progress in negotiating the contract with the King County E911 Program Office in the past as well.

Policy and Strategic Implications:

Coming to an agreement with the King County E911 Program Office, with consensus input from NORCOM's surrounding PSAP partners, demonstrates an unprecedented desire on NORCOM's part to be a truly collaborative partner with agencies in the region. The signing of the contract will also solidify the County's requirement to NORCOM that is in alignment with the other PSAPs in King County.

NORCOM Staff Recommendation:

NORCOM Staff has conducted a thorough review and analysis and recommends the Governing Board review the contract for submittal to the King County Executive.

Staff Comments:

NA

Options

The Board may choose to approve of this agreement today or choose to review the document for the month of February and consider it for approval at the March 13th, 2020 Governing Board meeting.

Risks

NA

Finance Committee Review: No

Legal Review: Yes

The draft contract has been negotiated and reviewed extensively by NORCOM's legal representatives, Steve DiJulio and Lee Marchisio from Foster Garvey.

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2020-2023

Account (s):

Fiscal Note:

Fiscal Impact:

While the draft contract does provide structure and definition for the funding that the King County E911 Program Office to provide to NORCOM there are a lot of unknowns and variables with how, and if, that funding will be provided. Because of this it is difficult to determine with any precision the dollar amount of impact.

Attachments

PSAP ILA

Resolution 178

A RESOLUTION OF THE GOVERNING BOARD OF NORCOM APPROVING AN AGREEMENT WITH THE KING COUNTY E911 PROGRAM OFFICE

WHEREAS, the King County E911 Program Office ("County") is responsible for replaying emergency 911 calls; and

WHEREAS, NORCOM is an emergency communications services Public Safety Answering Point (a "PSAP") which requires the handling of emergency 911 calls; and

WHEREAS, NORCOM currently receives emergency 911 calls relayed by the County; and

WHEREAS, NORCOM's contract with the County detailing the relaying of these services expired in 2015; and

WHEREAS, NORCOM and the County need to have a new contract to delineate the continued provision of emergency 911 calls to NORCOM;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Authorization. The Board hereby approves the Public Safety Answering Point Agreement between NORCOM and the County in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement"). The Executive Director of NORCOM is hereby authorized to execute the Agreement with such modifications and revisions as determined to be necessary by the Executive Director and legal counsel to NORCOM.

Section 2. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a majority vote of the Governing Board in an open public meeting on this ____ day of _____, 2020.

Signed in authentication thereof on this ____ day of _____, 2020.

Chair

Attest: _____

Exhibit A
(see attached)

PUBLIC SAFETY ANSWERING POINT
AGREEMENT No. _____BETWEEN
KING COUNTY AND _____

**PUBLIC SAFETY ANSWERING POINT
AGREEMENT No. _____ BETWEEN KING COUNTY AND _____**

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

RECITALS

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

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

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

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

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

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

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

1. DEFINITIONS

1.1 **Attachment** means any software or hardware added to the Call Processing System that is not provided by the original manufacturer or vendor.

1.2 **Call** means traditional telephony voice, text or any emerging next generation 911 technology.

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

2. CONFLICTS

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

3. TERM AND TERMINATION.

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

3.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. FUNDING POLICY

- 5.1 The funding policy set forth in Sections 5.4 through 5.12 of this Agreement shall apply through 2020. For 2021 and later years, the policy will be replaced by a comprehensive funding policy to be adopted by the Parties no later than December 31, 2020. Upon its adoption by the Parties, the comprehensive funding policy will be incorporated into this Agreement.
- 5.2 In adopting the comprehensive funding policy for 2021 and beyond, the Parties shall consider the core services of the E-911 Program Office as described in the Strategic Plan for the 911 System and the needs of the individual PSAPs for specific assistance and also shall consider the input and recommendations of RAGB. The Priorities for use of available 911 excise tax funds shall be consistent with RCW 38.52.545 as follows:
 - 5.2.1 Assure 911 dialing and E-911 access is operational and countywide;
 - 5.2.2 Assist PSAPs in achieving a basic service level for E-911 operations; and
 - 5.2.3 Assist the County in acquiring mutually approved capital investments appropriate to modernize E-911 systems and increase E-911 effectiveness.
- 5.3 Should the Parties fail to adopt a comprehensive funding policy by December 31, 2020, the dispute resolution process in the Strategic Plan shall be applied to the specific areas of disagreement in the proposed comprehensive funding policy. The previous year's distribution formula will remain in effect during the dispute resolution process.
- 5.4 PSAP Financial Support. For PSAP Services under this Agreement, the County shall: (1) pay into the _____ Escrow Fund (defined in Section 5.6) \$_____ for calendar year 2020 and (2) reimburse the PSAP from the _____ Escrow Fund for all Eligible Expenditures (defined in Section 5.5) on a calendar quarter or annual basis as provided below.
- 5.5 Eligible Expenditures. Reimbursement will be made, contingent upon available E-911 Program Office funds, only for certain items identified in RCW 38.52.545, WAC 118-66-050, King County Code and policies, and as defined by the E-911 Program Office.
 - 5.5.1 Contingent upon available funds, the following items may be reimbursed with 911 excise tax revenue received by the County:
 - 5.5.1.1 Basic Service Operating Expenses
 - a. Information technology (IT) staff salaries (E-911 Program Office funded positions) and benefits;
 - b. Call receiver salaries and benefits;
 - c. 911 IT staff training;
 - d. Call receiver training;
 - e. Ancillary equipment (e.g. headsets, headset batteries, etc.);
 - f. Console and equipment cleaning; and
 - g. Mileage reimbursements.

5.5.1.2 Equipment Expenses

- a. CAD Hardware;
- b. CAD Software;
- c. Logging recorder equipment hardware;
- d. House UPS system;
- e. Generator; and
- f. Security equipment to support physical security requirements of E-911 equipment rooms or containers to meet State and County security standards.

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

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

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

- a. Furniture, appliances, janitorial equipment/services and repair tools;
- b. Facility build, remodel, facility maintenance and utility costs;
- c. Non-911 telephone systems and phone lines for administrative staff and non-911 lines that do not present through a 911 telephony system;
- d. Vehicles and staff transport;
- e. Computer equipment not used to answer or process 911 calls;
- f. Purchase, maintenance, or replacement of radio systems and equipment;
- g. Insurance (except what is eligible for employee benefits);
- h. Legal fees;
- i. Data storage device or service beyond retention requirements as defined in RCW 70.320.070 and Washington State Archive Schedule for Emergency Communications (911) Records; and
- j. Costs for administrative staff, their equipment and functions.

5.6 Escrow Fund. The County shall maintain a single escrow fund for distributing all PSAP Funds to the PSAP (the "_____ Escrow Fund"). The Parties hereto acknowledge and agree

that they owe each other a fiduciary duty with respect to the funding, administration and expenditures related to the _____ Escrow Fund as well as all aspects of this Agreement.

5.7 Distributions.

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

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

5.8 Escrow Account Rollovers.

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

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

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

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

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

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

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

6. LEGAL RELATIONS; INDEMNITY AND INSURANCE.

6.1 Independent Status and No Third-Party Beneficiaries.

6.1.1 In the performance of this Agreement, the County and the PSAP act in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The PSAP is responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the PSAP and its employees. The County is responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the County and its employees.

6.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

6.2 Indemnification and Hold Harmless.

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

section, any such judgment, award, fees, expenses and costs shall be recoverable from the PSAP. In the event of litigation between the County and the PSAP to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing party.

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

6.3 Insurance Requirements.

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

6.3.2 Minimum Scope and Limits of Insurance

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

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

6.3.2.2 Professional Liability, Errors and Omissions Coverage: In the event that services pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions

coverage shall be Provided with minimum limits of \$10,000,000 per claim and in the aggregate.

- 6.3.2.3 Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.
- 6.3.2.4 Employers Liability or "Stop Gap": \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.
- 6.3.2.5 Cyber Liability or Technology Errors and Omissions: Coverage with a minimum limit of \$5,000,000 per occurrence or claim and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, cyber extortion, unauthorized access, denial of service attacks, introduction of virus and malicious code, dissemination or destruction of electronic data, business interruptions, privacy law violations. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. If the PSAP is a member of the Washington Cities Insurance Authority risk pool, the following language shall apply: Notwithstanding the Cyber Liability insurance requirements described above, Cyber Liability sublimits and deductibles required by the Washington Cities Insurance Authority risk pool shall be acceptable in meeting such limits required for this coverage.
- 6.3.2.6 Other Insurance Provisions

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

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

- 6.3.3 Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions of a Party shall not limit or apply to a Party's liability to the other Party.
- 6.3.4 Workers' Compensation and Work Site Safety. Each Party shall provide insurance as required by the Industrial Insurance Act of the State of Washington. Each Party shall bear the sole responsibility for its job site conditions and job site safety, and for a Party's work at the other Party's job site and locations. Each Party shall comply with all applicable federal, state and local safety regulations governing a job site, employees and Subcontractors. Each Party shall be responsible for its Subcontractor's compliance with these provisions.

7. RECORDS AND AUDITS.

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

- 7.1.1 Retention of Records. Each Party shall maintain books, records and documents of its performance under this Agreement in accordance with generally accepted accounting principles and applicable law including RCW 40.14.060 and the relevant records retention schedules adopted thereunder (Washington State Local Government Common Records Retention Schedule (CORE) and the Emergency Communications (911) Records Retention Schedule).
- 7.1.2 Audit Access. The PSAP shall provide access to its facilities, including those of any Subcontractors the state and/or federal agencies or officials at all reasonable times to monitor and evaluate the use of E-911 excise taxes provided under this Agreement. If the County is required to pay the state for any reimbursements that an audit finds the PSAP did not spend in compliance with Section 5.5, the PSAP shall be responsible for reimbursing the County for the full amount the County was required to pay the state.
- 7.1.3 County Audit. Following a state audit of the King County E-911, RAGB members will be invited to review the auditor's Summary of Findings with the County.

7.2 Public Records Requests.

- 7.2.1 This Agreement is a public document and will be available for inspection and copying in accordance with the Public Records Act, chapter 42.56 RCW ("PRA").
- 7.2.2 Each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the PRA. Nothing in this Agreement waives any rights or privileges of a Party under the PRA, including the withholding of records when authorized by the PRA or other law.

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

7.4 Data Ownership. PSAP acknowledges it has no property interest in and may assert no lien on or right to withhold from the County, any data it receives from, receives addressed to, or stores on behalf of the County. All records, data and files stored by the PSAP as archives of the County's data, including the media on which they are stored, are the exclusive property

of the County, and PSAP may assert no lien on or right to any of the same. The PSAP will conspicuously mark all such archival storage media as King County's property whenever possible. Once the call record data is delivered from the Call Processing Equipment to the PSAP systems, the ownership and responsibility for said data transfers to the PSAP.

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

8. DISPUTES.

- 8.1 Dispute Resolution. If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to resolve the dispute through direct negotiations between them. If the Parties are unable to resolve the dispute within sixty (60) days of its occurrence, either Party may refer the dispute to the executive director of the PSAP (or equivalent officer if the PSAP does not have an executive director) and the director of the E-911 Program Office with notice to the other Party. If the dispute is not resolved by the executive director and the E-911 Program Office director within sixty (60) days of referral, either Party may refer any dispute within the purview of the Strategic Plan to the decision making and dispute resolution process under the Strategic Plan. If the dispute resolution process under the Strategic Plan does not resolve the dispute to the Parties' satisfaction, and for each dispute outside the purview of the Strategic Plan, either Party may refer the dispute to non-binding mediation. Referral of the dispute to the executive officer and E-911 Program Office director, to the decision making and dispute resolution process under the Strategic Plan (as applicable), and to mediation shall be conditions precedent to a Party's pursuit of other available legal remedies.
- 8.2 Continued Performance. At all times during periods of dispute resolution under this Agreement, the PSAP and the County will proceed diligently with the performance of this Agreement unless otherwise provided by law or court order.
- 8.3 Applicable Law and Forum. This Agreement shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the County and the PSAP arising out of this Agreement may only be filed and prosecuted in King County Superior Court.

9. NOTICE.

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

KING COUNTY	_____
Department of Information Technology E-911 Program Office Ben Breier	Executive Director
20811 84 th Ave South, Suite 105	
Kent, WA. 98032	
206.477.4911	
bbreier@kingcounty.gov AND	

10. AMENDMENT. All changes to this Agreement shall be made in writing through an Amendment, signed by the King County Executive and the executive director of the PSAP (or equivalent officer if the PSAP does not have an executive director), or their designees. No oral statement or other conduct by either Party shall change or modify the Agreement. New federal and state laws, regulations, policies and administrative practices may be established after the date this Agreement and may apply to this Agreement. To achieve compliance with changing requirements, the Parties agree to accept all changed requirements that apply to this Agreement. Changed requirements shall be implemented through this Section.

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

12. GENERAL.

12.1 Successors and Assigns. This Agreement is binding on the successors and assignees of the Parties, including but not limited to such successors and assignees as are necessary for the PSAP, at its election, to participate in consolidation, regionalization and/or sharing services, or the adding of fire, police or medical agencies to be served on the PSAP. For purposes of this Section 12.1, consolidation, regionalization or resource sharing includes two or more PSAPs combining some or all operations and services to form a new PSAP or one or more PSAPs merging or sharing some or all operations and services with an existing PSAP including another PSAP that has entered into an agreement with the County similar to this Agreement. If the PSAP elects to consolidate, regionalize, Virtualize or share resources or services in partnership with another PSAP under agreement with the County, the PSAPs’ agreements will be modified to the degree necessary to achieve their overall purpose and terms. The PSAP shall notify the County in writing of a planned consolidation, regionalization, resource change or other change in status not less than one hundred twenty (120) days prior to the effective date of such consolidation or change in status.

12.2 Compliance with Laws. During the term of this Agreement, the Parties agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any services involve the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

12.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

- 12.4 Non-Waiver of Breach. No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to the other Party under the Agreement; nor shall any such action or failure to act by a Party constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the Party in writing.
- 12.5 Complete Agreement. The Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

13. ACKNOWLEDGEMENT, EXECUTION AND AUTHORITY.

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

PSAP

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date

Accepted: _____

Date

Accepted: _____



MEMORANDUM

To: Governing Board
From: Bill Hamilton, Executive Director
Date: 02/14/2020
Subject: Public Safety Emergency Radio Network (PSERN) End User Service Level Agreement

Executive Summary:

The Public Safety Emergency Radio Network (PSERN) End User Service Level Agreement (SLA) is ready for the Governing Board to review and approve the Executive Director to sign. The agreement mirrors that of all future PSERN agencies.

Background:

The Public Safety Emergency Radio Network (PSERN) has executed approximately 60% of its Service Level Agreements (SLAs) for a total of over 10,000 radios with substantially the same language. The only exception being one of the agreements having language recognizing the sovereignty of Native American Tribes.

NORCOM participated in collaborative discussions with other Public Safety Answering Points (PSAPs) on possible edits and changes to the SLAs. The main consideration has to do with the practicality of service delivery implications. Specifically, edits to the SLA could make it such that different agencies had different commitments and/or levels of service. It is the belief of the PSAPs that tracking those differences and the subsequent delivery of service would become an untenable situation.

Past Board or Other Related Actions:

The Governing Board previously approved Resolution 157 during the December 14, 2019 Governing Board Meeting approving the Service Level Agreement between NORCOM and the Public Safety Emergency Radio Network.

This new document (Radio end-user agreement) is the companion agreement to the previously approved PSAP Service Level Agreement.

Policy and Strategic Implications:

This agreement is required to receive future service from PSERN. Moving forward with signing of the Service Level Agreement with the Public Safety Emergency Radio Network (PSERN) will be another demonstration of enhanced collegiality between NORCOM, surrounding PSAPs, and PSERN.

NORCOM Staff Recommendation:

NORCOM Staff has conducted a thorough review and analysis and recommends the Governing Board to approve NORCOM's Executive Director to sign the Service Level Agreement with the Public Safety Emergency Radio Network End User Agreement.

Staff Comments:

NA

Options

The Board may choose to approve of this agreement today or choose to review the document for the month of February and consider it for approval at the March 13th, 2020 Governing Board meeting.

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: 2020

Account (s):

Fiscal Note:

Fiscal Impact:

The fiscal impact of the Service Level Agreement with the Public Safety Emergency Radio Network has already been factored into NORCOM's 2020 budget and beyond.

Attachments

PSERN End User SLA

PSERN radio user agreement

Resolution 179

A RESOLUTION OF THE GOVERNING BOARD OF NORCOM APPROVING A RADIO END USER SERVICE LEVEL AGREEMENT

WHEREAS, the Puget Sound Emergency Radio Network (PSERN) is currently a joint board formed under chapter 39.34 RCW responsible for implementing a new public safety emergency radio network in King County; and

WHEREAS, it is expected that PSERN will transition into a separate interlocal agency organized as a Washington nonprofit under chapter 39.34 RCW, which once formed, will assume the ownership, operations and governance of PSERN; and

WHEREAS, NORCOM is an emergency communications services Public Safety Answering Point (PSAP) and currently contracts with the Eastside Public Safety Communications Agency (EPSCA) for public safety emergency radio network services in King County; and

WHEREAS, EPSCA is expected to merge into PSERN and as a result, NORCOM needs to execute a new contract for continued public safety emergency radio network services; and

WHEREAS, NORCOM now desires to execute a new Radio End User Service Level Agreement with King County as provided herein; and

WHEREAS, King County is expected to assign its interests in such agreement to PSERN once it is formed as a separate agency;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Authorization. The Board hereby approves the Radio End User Service Level Agreement in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement"). The Executive Director of NORCOM is hereby authorized to execute the Agreement with such modifications and revisions as determined to be necessary by the Executive Director and legal counsel to NORCOM.

Section 2. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a majority vote of the Governing Board in an open public meeting on this ____ day of _____, 2020.

Signed in authentication thereof on this ____ day of _____, 2020.

Chair

Attest:

Exhibit A

(see attached)

RADIO END USER SERVICE LEVEL AGREEMENT

This agreement between agency radio users and King County is intended to ensure that expectations and requirements for equipment management and participation in the radio network are clear, and that agency radio users meet necessary maintenance and network participation standards that will support the successful functioning of the Puget Sound Emergency Radio network, avoiding unnecessary costs and disruptions for the many network participants. This agreement is in accordance with the Puget Sound Emergency Radio Network Implementation Period Interlocal Agreement of 2015.

North East King County Regional Public Safety Communication Agency (NORCOM) ("End User Agency") and King County ("County") (individually, a "Party" and collectively, the "Parties") enter this Radio End User Service Level Agreement ("Agreement") on this ____ day of _____, 20____. 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 **Accessory** means all materials, special tools and any other items necessary to secure, install, operate and maintain Subscriber Equipment including: device cradles; mounting and installation hardware; power, Ethernet and any other wiring or cables and connectors; strain-relief materials; wire ties; cable labels; pre-assembled wiring harnesses of prescribed length for each vehicle type; fuses and circuit breakers; seals; adhesives; screws, bolts, washers, nuts and grommets; special tools; power supply and power conditioning devices; antennas; microphones; speakers; chargers; and holsters that are purchased by the PSERN Project for the End User Agency. [this is opposed to an accessory (lower case) that is something not provided by PSERN and which is an optional addition purchased at the expense of the End User Agency]

1.1.2 **Advanced System Key** means hardware attached to a computer to enable critical parameters to be programmed in subscriber equipment.

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 End User Agency 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 **Control Station** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for control stations.

- 1.1.6 **Contractor** means Motorola Solutions, Inc. the company hired by King County to provide services for the construction, operation, maintenance or other support of PSERN.
- 1.1.7 **Emergency** means an 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.
- 1.1.8 **End User Agency** in the singular means the entity that is a party to this Agreement with the County. In the plural, **End User Agencies** means all entities that are parties to agreements with the County with terms substantially similar to terms in this Agreement.
- 1.1.9 **Equipment** means all components of the radio system infrastructure including the land mobile radio equipment and software, DC power equipment and software, site video and alarming equipment and software, backhaul equipment and software, and console system equipment and software owned by the County or PSERN Operator and used by the End User Agency pursuant to this Agreement. The term does not include Subscriber Radios. [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."]
- 1.1.10 **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.
- 1.1.11 **Full System Acceptance (FSA)** means the determination issued to the Contractor upon satisfactorily completing the final system acceptance phase milestone.
- 1.1.12 **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.
- 1.1.13 **Implementation Period** means the period of time defined as such in the Implementation Period ILA.
- 1.1.14 **Implementation Period ILA** means the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.
- 1.1.15 **Joint Board** means the PSERN Project governing board formed under the Implementation Period ILA.
- 1.1.16 **KCERCS** means the County-wide Emergency land mobile radio system established under the King County Emergency Radio Communication System Interlocal Agreement.
- 1.1.17 **Master Advanced System Key** means a device used to create and configure an Advanced System Key.

- 1.1.18 **Mobile Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for the mobile radios.
- 1.1.19 **Monitoring** means real-time fault checking on a continuous basis using tools for remote checking and event characterization.
- 1.1.20 **Monthly Fee** (or Fee) means the monthly charge paid by the End User Agency to the Service Provider after FSA for the Service Provider's operation and maintenance of PSERN and for the End User Agency's use of PSERN.
- 1.1.21 **Mutual Aid Radios** means an end user radio from a foreign system ID which may include a Mobile, Portable or Control Station radio which has been authorized and programmed to operate on the PSERN System in only a mutual aid capacity.
- 1.1.22 **Operations Period** means the period of time as defined as such in the Operations Period ILA.
- 1.1.23 **Operations Period ILA** means the Puget Sound Emergency Radio Network Operations Period Interlocal Cooperation Agreement as executed and amended.
- 1.1.24 **Part 90** means Part 90 of Title 47 of the Code of Federal Regulations (CFR).
- 1.1.25 **Portable Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract specifications for the portable radios.
- 1.1.26 **Premises** means the areas near and in the End User Agency's location: the area used for staging and construction; the area Equipment will be installed and occupy inside the End User Agency's location; 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.
- 1.1.27 **PSERN Board** 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.
- 1.1.28 **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.
- 1.1.29 **PSERN Operator** means the agency that will be established by the parties to the Implementation Period ILA under chapter 39.34 RCW to take over PSERN's ownership, operation, and governance after FSA.

- 1.1.30 **Radio Shop** means a facility that is authorized by Contractor to perform installation, maintenance, programming and repair work on Subscriber Radios.
- 1.1.31 **Rate Stabilization Allocation** means those funds in the PSERN Project budget totaling \$2,619,406 earmarked to offset rate increases for End User Agencies and to be distributed via a formula determined by the PSERN Board.
- 1.1.32 **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 End User Agency of the resolution.
- 1.1.33 **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 begun actively working on the service request.
- 1.1.34 **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.
- 1.1.35 **Subscriber Radios** means paying End User Agency radios whose home system is PSERN and includes Mobile (vehicular), Portable (handheld), Control Station or consolette radios which have been authorized and programmed to operate on the System and are owned by the End User Agencies.
- 1.1.36 **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.
- 1.1.37 **Upgrade** means migrating to a new platform or adding features through changes to equipment and/or software.
- 1.1.38 **User** means an employee, agent, or volunteer of an organization authorized to use PSERN.
- 1.1.39 **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 the Contract.
- 1.1.40 **Template** means a master codeplug for a specific set of radios that is used to create an Equipment codeplug with the specific radio information required for the configuration of a Portable, Mobile or Control Station Radio. The Template includes ergonomic settings,

PSERN radio system information, and Mutual Aid Radio systems information that is programmed into the radio to allow operations on PSERN, KCERCS or other radio systems.

2. INITIAL EQUIPMENT REPLACEMENT

- 2.1 By and through the Contractor, the County will replace the End User Agency's existing radios with Subscriber Radios in the numbers and of the types specified in Exhibit 1.
- 2.2 Subscriber Radios will be standardized with features, functions and Accessories chosen to make them suitable for use by End User Agencies. The End User Agencies may purchase additional Subscriber Radios, features, and accessories. The method and timing of payment for additional equipment will be established by the Joint Board.
- 2.3 Subscriber Radios will be issued according to the policies of the Joint Board as listed below, and as amended by the Joint Board:

Only For KCERCS Customers:

- 2.3.1 The PSERN Project will replace governmental agency and hospital agency active radios that were activated, into KCERCS zone controllers as active radios and assigned IDs 120 days prior to the first End User Agency's Subscriber Radio planned deployment and/or installation dates;
- 2.3.2 Non-hospital private agencies that are on the KCERCS will have their radios replaced on a 1 for 1 basis according to the agency inventory records as of April 25, 2019;
- 2.3.3 All End User Agency must turn an existing working radio in to the PSERN Project for each Subscriber Radio provided by the Project to the End User Agency;
- 2.3.4 End User Agency may keep old radios not needed for Subscriber Radio exchange to use on PSERN if they are approved by the Service Provider as meeting minimum PSERN software configurations and manufacturers specifications; and
- 2.3.5 End User Agency will pay Monthly Fees for each of its Subscriber Radios unless exempted otherwise by the policies of the Service Provider.

For all other agencies:

- 2.3.6 Agencies wanting to be on PSERN but not already on KCERCS may be issued Subscriber Radios pursuant to policies and terms and conditions adopted by the PSERN Board, but only if they commit to remaining as an End User Agency for a minimum of 10 years.
- 2.4 By and through the Contractor, the County initially will configure, program, install and or deploy the Subscriber Radios using the previous template and perform like for like programming. After the initial templates are created and programmed, the PSERN Operator will be responsible for archiving and centrally storing templates as well as infrastructure configuration changes within

the templates. The Radio Shops will be responsible for End User Agency configuration settings only. The Master Advanced System Key shall be maintained by the PSERN Operator. The PSERN Operator shall establish policies to determine which Subscriber Radio maintenance shops will be eligible to receive a system key.

- 2.5 The PSERN Operator will maintain a list of radios approved for use on the PSERN system. The End User Agency agrees to use only approved radios on PSERN and to not program or cause radios to be programmed in a way that they would operate in the P 25 Phase 1 mode of operation while operating on PSERN.
- 2.6 The County will own the Equipment provided by the PSERN Project. After the new PSERN Operator is formed, ownership of this Equipment shall be transferred to the PSERN Operator at no cost to the End User Agency or to the PSERN Operator.
- 2.7 Ownership of County-purchased Subscriber Radios will be transferred to the End User Agency within the same fiscal year that the Subscriber Radios are put into service provided that the Subscriber Radios are put into service at least ninety (90) days prior to the end of the fiscal year. If the Subscriber Radios are put into service less than ninety (90) days prior to the end of the fiscal year, then ownership will be transferred within ninety (90) days from the date they are put into service.
- 2.8 The Train-the-Trainer model will be used to train End User Agency staff to use the Subscriber Radios. Each End User Agency 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 Subscriber Radios from the Contractor.

3 TRANSITION PLAN

- 3.1 The Service Provider and End User Agency will work with the Contractor to develop a mutually agreeable written transition plan. The transition plan will be approved by the PSERN Joint Board.
- 3.2 The transition plan will include:
 - 3.2.1 A list of equipment that the End User Agency shall receive as part of the PSERN Project;
 - 3.2.2 An installation plan for all vehicles receiving equipment;
 - 3.2.3 A plan describing how End User Agencies will migrate from analog to digital operations;
and
 - 3.2.4 A plan describing the training plan for each End User Agency.

4 INSTALLATION AND TESTING

- 4.1 If the End User Agency has any special requirements pertaining to the disposition of its existing radios it shall notify the Service Provider as soon as practicable, but no less than within five (5) business days of receiving notification of installation and transition.

- 4.2 The Service Provider shall secure all Government Approvals required for the installation and operation of the Subscriber Radios.
- 4.3 All Subscriber Radios will be programmed and tested prior to deployment and/or installation by the Contractor to determine if they are operating in accordance with manufacturer's specifications.
- 4.4 The Service Provider will coordinate with the End User Agency regarding the installation schedule as far in advance as possible, but no less than at least fifteen (15) business days in advance.

5 OPERATIONS

- 5.1 In implementing and managing PSERN, the Service Provider shall:
 - 5.1.1 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;
 - 5.1.2 Monitor PSERN for proper operations in accordance with the standards specified herein and monitor for any failure symptoms;
 - 5.1.3 Maintain, operate, repair, Update, Upgrade and test PSERN in accordance with the Equipment manufacturer's recommendations for routine maintenance;
 - 5.1.4 Provide the End User Agency 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 days per year;
 - 5.1.5 Respond to network and Equipment problems in accordance with Response and Resolution Tables contained in **Exhibit 2**;
 - 5.1.6 Purchase the Contractor's Radio Service Advantage (RSA) product offering which will provide 7 years of support for Subscriber Radios after the conclusion of the two-year warranty period. During the 7 years of RSA support, End User Agencies will be able to receive repairs to Subscriber radios without incurring Contractor's depot level repair costs. However, any Subscriber Radio needing repair or replacement due to the intentional or negligent act of the End User Agency, its agents, employees, or invitees, will be repaired or replaced by the Radio Shop at the Radio End User Agency'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;
 - 5.1.7 Have factory-trained subject matter experts (Duty Technician(s)) on staff who specialize in the diagnosis, troubleshooting and resolution of network performance and Equipment problems;
 - 5.1.8 Have a Duty Technician to act as liaison between itself and the Contractor;

- 5.1.9 Resolve Equipment warranty claims with the Contractor;
- 5.1.10 Manage talkgroup site access profiles;
- 5.1.11 Give the End User Agency at least thirty (30) days' notice before undertaking scheduled activities that will interrupt or reduce service capacity by twenty-five percent (25%) or more;
- 5.1.12 Centrally manage the distribution and archiving of regional encryption keys;
- 5.1.13 Centrally manage the creation of new talkgroups (however, per Section 5.3, End User Agencies will own their own existing talkgroups);
- 5.1.14 Centrally archive templates for radio programming of End User Agency radios;
- 5.1.15 Centrally manage the use of integrated voice and data applications such as over-the-air rekeying, over the air programming, outdoor location (GPS information) and radio management;
- 5.1.16 Ensure public safety agencies have priority of service on the PSERN system; and
- 5.1.17 Maintain the PSERN system to the following standards as specified in the Contract and as implemented by the Contractor prior to FSA:
 - 5.1.17.1 Delivered Audio Quality 3.4;
 - 5.1.17.2 97% reliability;
 - 5.1.17.3 97% portable on-street coverage in the Primary Bounded Area;
 - 5.1.17.4 95% portable on-street coverage in the Highway Buffer Covered Areas;
 - 5.1.17.5 Grade of Service of 1.0;
 - 5.1.17.6 99.999% availability of backhaul;
 - 5.1.17.7 at least 17db added signal above the baseline PSERN design within the designated in-building coverage areas (downtown Seattle, downtown Bellevue, and north central Renton; and
 - 5.1.17.8 Provide 97% portable on-street coverage in the in-building coverage areas. The Contractor shall provide a System that achieves 97% SAR (service area reliability).
- 5.2 Following execution of the Operations Period ILA and formation of the PSERN Operator, the PSERN Operator shall:
 - 5.2.1 Develop and adopt a maintenance & operations plan that includes:

- 5.2.1.1 Talkgroup prioritization levels and site authorizations;
- 5.2.1.2 Authorized template configuration changes by Radio Shops;
- 5.2.1.3 System maintenance standards;
- 5.2.1.4 Technician/System manager administrative rights;
- 5.2.1.5 Training requirements for technical staff;
- 5.2.1.6 Distribution, management, and archiving of regional and End User Agency encryption keys;
- 5.2.1.7 System key management and distribution;
- 5.2.1.8 OTAP/OTAR roles and responsibilities;
- 5.2.1.9 Issue resolution reporting procedures including system status, repairs made, impacted area, etc.;
- 5.2.1.10 Continuity of operations procedures;
- 5.2.1.11 Procedures for End User agencies to add radios to their inventory at their own cost;
- 5.2.1.12 Talkgroup sharing agreement requirements; and
- 5.2.1.13 Conventional channel sharing agreements.
- 5.2.2. Adopt policies governing the replacement, removal, and addition of Equipment under its control;
- 5.2.3. Adopt policies related to the access of PSERN for mutual aid and/or interoperability purposes;
- 5.2.4. Adopt policies defining the approved Equipment and Subscriber Radios authorized for use in PSERN;
- 5.2.5. Adopt policies defining mandatory configuration settings that must be set into each authorized Subscriber Radio;
- 5.2.6. Adopt and implement information assurance controls, policies, procedures and processes;
- 5.2.7. Adopt policies governing the change management program;

5.2.8. Work in partnership with the End User Agencies to develop and regularly report on performance and operating metrics indicating system performance as well as the PSERN Operator's ability to meet the End User Agencies service requirements; and

5.2.9. Upon request by End User Agencies, provide reports of system usage and equipment inventories.

5.3 In using the Equipment and PSERN, the End User Agency agrees to:

5.3.1 Be responsible for replacement at its cost of any Subscriber Radios that are stolen, damaged, lost or which are determined by the End User Agency to be beyond their expected life if not covered by the radio repair procedures as described in Section 5.4 ;

5.3.2 Use only radio codeplugs that have been configured by the PSERN Operator;

5.3.3 Create and distribute End User Agency encryption keys;

5.3.4 Own and control their own talkgroups;

5.3.5 Ensure all trunked radios are capable of being configured for P25 Phase II operation;

5.3.6 Prevent unauthorized and untrained personnel from accessing Subscriber Radios;

5.3.7 Promptly report Equipment and network problems to the Service Provider and indicate the impact of the problem on the End User Agency (e.g., if a channel is garbled, features are not working correctly, or if coverage conditions in a known area have changed);

5.3.8 Comply with all applicable information assurance controls, policies, procedures, and processes developed and implemented by the PSERN Operator;

5.3.9 Maintain an accurate system for tracking all Subscriber Radio purchased by the PSERN Project or acquired by the End User Agency and immediately notify the System Provider if the End User Agency knows or suspects that a Subscriber Radio has been lost, stolen, or damaged so that the System Provider can take any necessary actions which may include disabling the Subscriber Radio;

5.3.10 Not permanently transfer, dispose of, or allow an entity or individual outside the User Agency to use Subscriber Radios without the PSERN Board's prior written approval for a period of 7 years after Full System Acceptance (Any radios disposed of under this sub-section shall be deprogrammed by a Radio Shop prior to disposal);

5.3.11 Assist the Service Provider in responding to any correspondence, complaint, information request, or claim it receives that pertains to End User Agency operations;

5.3.12 Use a Radio Shop of its choice to perform all installation, maintenance, programming and repair work on Subscriber radios;

- 5.3.13 Perform, or have performed, preventative maintenance of its Subscriber Radios in accordance with manufacturer's recommendations and schedules;
- 5.3.14 Perform, or have performed, periodic Updates of subscriber operating system as determined by the Service Provider;
- 5.3.15 Allow Service Provider the right to inspect applicable Equipment which the End User Agency controls access to in order to verify operations of the Equipment are within the manufacturer's specifications and Federal Communications Commission rules; and
- 5.3.16 Not modify Subscriber Radio hardware or software operating characteristics, such as modifying the transmit power levels of mobile radios or replacing the antennas with higher gain antennas on mobile or portable radios without the approval of the PSERN Operator.

5.4 Radio Repair Procedures:

- 5.4.1 After initial Contractor installation and up to and during the Warranty Period, the End User agency will use a Radio Shop of its choice to perform all installation, maintenance, programming, and repair work on Subscriber Radios and ensure that during the two year warranty period the Radio Shop will:

- 5.4.1.1 Initiate a service request with Contractor by requesting a Return Merchandise Authorization (RMA); and

- 5.4.1.2 The Radio shop shall remove failed units from the vehicles and reinstall new units and ship the units to Contractor.

- 5.4.2 Contractor will:

- 5.4.2.1 Provide the Radio Shop with an RMA, provide a new Subscriber Radio replacement unit with the latest firmware release, and reimburse the Radio Shop and End User Agency for their costs (including troubleshooting time, owner travel time, removal and installation of the radio, reprogramming, and inventory actions).

- 5.4.3 Upon completion of the warranty period:

- 5.4.3.1 The Radio Shop will initiate a service request via Motorola Online (MOL) and reference the Contract Number (#5729347) for repair;

- 5.4.3.2 Contractor is responsible for inbound and outbound shipping and tracking of each shipment; and

5.4.3.3 End User Agency may have to pay fees for the removal/installation of Mobile Radios or Control Stations per any applicable Radio Shop service agreements and rates.

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

5.5.1 Request for change (RFC) documentation;

5.5.2 Classification of the RFC quantifying the risk/impact and the category;

5.5.2.1 Risk/Impact may be: low, medium, high; and

5.5.2.2 Category may be: standard or Emergency.

5.5.3 Assessment and Authorization of the RFC;

5.5.4 Communication with dispatch centers of the RFC's implications;

5.5.5 Implementation of the change;

5.5.6 Assessment of the quality of the implementation; and

5.5.7 Closure of the RFC record.

6. RESPONSE AND RESOLUTION TIMES TO INFRASTRUCTURE IMPAIRMENTS

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 continuously 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.

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. EQUIPMENT UPDATES AND UPGRADES

7.1 Equipment Updates

- 7.1.1 During the Warranty Period, the Contractor shall provide and install Equipment 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 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 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 PSERN's functionality.
- 7.1.6 The Service Provider will notify End User Agencies in accordance with the change management program as detailed in Section 5.5 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 Users with as much lead time as practicable.

7.2 Equipment Upgrades

- 7.2.1 During the Warranty Period, the Contractor shall provide and install Equipment Upgrades. 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 PSERN's functionality.
- 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.
- 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 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 End User Agencies in accordance with the change management program as detailed in Section 5.5

8 MONTHLY FEE AND PAYMENT

- 8.1 The End User Agency agrees to pay the PSERN Operator a Monthly Fee for the End User Agency'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 PSERN Board.
- 8.2 The Monthly Fee will be assessed beginning immediately after FSA for each End User Agency radio with an active ID in the radio system core. In the first month, the Monthly Fee shall be assessed on a prorated basis based on the number of days the radio is in service and will apply to Subscriber Radios used in the field, dispatch center back up radios and recording radios. The

PSERN Operator shall provide an invoice to the End User Agency. 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 End User Agency'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 PSERN Board's disbursement of the Rate Stabilization Allocation for those End User Agencies that will see a rate increase as a result of PSERN operations.
- 8.5 The PSERN Operator shall provide the End User Agency with the address for payment of Fees not less than sixty (60) days prior to the date the first payment is due. All payments shall be accompanied by a reference to this Agreement, or an invoice number.
- 8.6 If the End User Agency 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 End User Agency a reasonable late or special handling charge.
- 8.7 The PSERN Operator's acceptance of any payment or partial payment after the date it is due shall not be deemed a waiver regarding the End User Agency's obligations to make future payments on time. And no partial payment shall act as an accord and satisfaction unless approved by the PSERN Board.
- 8.8 OTHER FEES: The Service Provider may maintain and publish fees for services in support of End User Agency's operations unrelated to the PSERN Equipment. Such fees may include activation and deactivation fees and time and materials rates for non-PSERN equipment servicing. End User Agencies may use these ad hoc services, if offered, which may consist of:
 - 8.8.1 Time and materials fees in support of UHF systems and equipment, VHF systems and equipment, non-PSERN Microwave equipment and fiber optic networking
 - 8.8.2 Consultation service fees for communication equipment or systems
 - 8.8.3 Consultation service fees for in-building coverage equipment such as bi-directional amplifiers or distributed antenna systems

9. TERM

- 9.1 This Agreement shall take effect when executed by authorized representatives of the Parties, and shall remain in effect unless one of the following events occurs:
 - 9.1.1 The Parties execute a superseding agreement;

9.1.2 The End User Agency withdraws from the Agreement as provided in Section 16.1; or

9.1.3 The PSERN Board 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, those developed by the PSERN Board and the Service Provider, and those contained in the Implementation Period ILA and the Operations Period ILA, if the End User Agency is a party to those agreements; and 2) that the County is subject to the 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 End User Agency represents, warrants, and agrees that:

11.1.1 It will work cooperatively, fully, and promptly with the Service Provider;

11.1.2 It has the full right, power, and authority to enter into this Agreement; and

11.1.3 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:

11.2.1 It will work cooperatively, fully, and promptly with the End User Agency;

11.2.2 It has the full right, power and authority to enter into this Agreement;

11.2.3 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. NOT USED

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 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 End User Agency's approval. However, such assignment shall require approval by the PSERN Board.

14.2 By the End User Agency:

The End User Agency may not assign any of its rights, duties, or obligations set forth in this Agreement except as approved in writing by the PSERN Board and the Service Provider.

15 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. If a Party receives a request for records under the Washington State Public Records Act for records that meet the definition of Confidential Information, and if the Party determines such record is or may be subject to disclosure, the Party's sole obligation to protect the confidentiality shall be to notify the entity or individual claiming confidentiality of the request and the date that such Confidential Information will be released. Such individual or entity, shall have the option of obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540.

16. ENDING SERVICE

16.1 End User Agency 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 PSERN Board's rules.

16.2 After giving the End User Agency a reasonable period of time to cure, the PSERN Board may terminate this Agreement for the End User Agency's repeated violations of the Agreement terms. The PSERN Board may immediately terminate this Agreement where an action or inaction of the End User Agency significantly diminishes or threatens to significantly diminish the operations of PSERN or results in the loss of or threatened loss of PSERN's spectrum licenses. Termination actions shall be handled in accordance with the PSERN Board's rules.

17. INDEMNIFICATION

Each Party shall 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.

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 End User Agency acknowledges, agrees and understands that the County is self-funded for all of its liability exposures for this Agreement.

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.

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.

18.4 End User Agency's Insurance

The End User Agency 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), or its substantive equivalent. 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.

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.

19. NOTICES

Written notice for purposes of Sections 16, 18 and 23 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 End User Agency:

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 only upon mutual written agreement of the Parties and approval of the PSERN Board.

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 End User Agency 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 over this Agreement.

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 PSERN Board for resolution and shall provide the other Party with notice of such referral. If the dispute

is not resolved by the PSERN Board within sixty (60) days of referral to it, either Party may refer the dispute to the executive officers of the Parties. If the dispute is not resolved by the executives within 60 days of referral, either Party may refer the dispute to non-binding mediation. The parties to the dispute shall share the costs of mediation equally. Referral of the dispute to the PSERN Board, 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 and 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 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

North East King County Regional Public Safety
Communication Agency

David Mendel, Director, King County
Emergency Radio Communications

[Name, Title]

Exhibit 1

List of equipment for End User Agency

The quantities of equipment listed here will be based on the preliminary radio inventory. The parties agree that prior to radio replacement final inventory numbers will be mutually agreed to, subject to the replacement policies adopted by the PSERN Joint Board.

NORCOM

Portable	Radio Location Capable	Encryption with Over The Air Re-keying	Portable Radio quantity with microphone 2 batteries, case	Individual Charger	6 Pocket Charger
Other Gov't	No	No	0	0	0
Police	Yes	Yes	23	23	0
Fire/EMS	Yes	Yes	0	0	0

Mobile	Radio Location Capable	Encryption with Over The Air Re-keying	Dash mount radio	Trunk mount radio	Dual head radio	Quad head radio	Motorcycle radio
Other Gov't	No	No	0	0	0	0	0
Police/Fire/EMS	Yes	Yes	67	0	0	0	0

Base	Radio Location Capable	Encryption with Over The Air Re-keying	Console radio	Desktop radio
Other Gov't	No	No	0	0
Police/Fire/EMS	Yes	Yes	8	0

Total Radios 98

All radios come with 700/800 MHz Trunked/Conventional P25 & Smartzone Trunking, Over the Air Programming, Radio Authentication, Integrated Voice and Data, Advanced System Key

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 a 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 End User Agency'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 End User Agency's normal use of the system, sub-system, product, or major non-critical features from an End User Agency's perspective.</p>
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Resolution 179

A RESOLUTION OF THE GOVERNING BOARD OF NORCOM APPROVING A RADIO END USER SERVICE LEVEL AGREEMENT

WHEREAS, the Puget Sound Emergency Radio Network (PSERN) is currently a joint board formed under chapter 39.34 RCW responsible for implementing a new public safety emergency radio network in King County; and

WHEREAS, it is expected that PSERN will transition into a separate interlocal agency organized as a Washington nonprofit under chapter 39.34 RCW, which once formed, will assume the ownership, operations and governance of PSERN; and

WHEREAS, NORCOM is an emergency communications services Public Safety Answering Point (PSAP) and currently contracts with the Eastside Public Safety Communications Agency (EPSCA) for public safety emergency radio network services in King County; and

WHEREAS, EPSCA is expected to merge into PSERN and as a result, NORCOM needs to execute a new contract for continued public safety emergency radio network services; and

WHEREAS, NORCOM now desires to execute a new Radio End User Service Level Agreement with King County as provided herein; and

WHEREAS, King County is expected to assign its interests in such agreement to PSERN once it is formed as a separate agency;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Authorization. The Board hereby approves the Radio End User Service Level Agreement in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement"). The Executive Director of NORCOM is hereby authorized to execute the Agreement with such modifications and revisions as determined to be necessary by the Executive Director and legal counsel to NORCOM.

Section 2. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a majority vote of the Governing Board in an open public meeting on this 14th day of February, 2020.

Signed in authentication thereof on this 14th day of February, 2020.


Chair


Attest: 

Exhibit A

(see attached)

RADIO END USER SERVICE LEVEL AGREEMENT

This agreement between agency radio users and King County is intended to ensure that expectations and requirements for equipment management and participation in the radio network are clear, and that agency radio users meet necessary maintenance and network participation standards that will support the successful functioning of the Puget Sound Emergency Radio network, avoiding unnecessary costs and disruptions for the many network participants. This agreement is in accordance with the Puget Sound Emergency Radio Network Implementation Period Interlocal Agreement of 2015.

North East King County Regional Public Safety Communication Agency (NORCOM) ("End User Agency") and King County ("County") (individually, a "Party" and collectively, the "Parties") enter this Radio End User Service Level Agreement ("Agreement") on this ____ day of _____, 20____. 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 **Accessory** means all materials, special tools and any other items necessary to secure, install, operate and maintain Subscriber Equipment including: device cradles; mounting and installation hardware; power, Ethernet and any other wiring or cables and connectors; strain-relief materials; wire ties; cable labels; pre-assembled wiring harnesses of prescribed length for each vehicle type; fuses and circuit breakers; seals; adhesives; screws, bolts, washers, nuts and grommets; special tools; power supply and power conditioning devices; antennas; microphones; speakers; chargers; and holsters that are purchased by the PSERN Project for the End User Agency. [this is opposed to an accessory (lower case) that is something not provided by PSERN and which is an optional addition purchased at the expense of the End User Agency]
- 1.1.2 **Advanced System Key** means hardware attached to a computer to enable critical parameters to be programmed in subscriber equipment.
- 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 End User Agency 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 **Control Station** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for control stations.

- 1.1.6 **Contractor** means Motorola Solutions, Inc. the company hired by King County to provide services for the construction, operation, maintenance or other support of PSERN.
- 1.1.7 **Emergency** means an 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.
- 1.1.8 **End User Agency** in the singular means the entity that is a party to this Agreement with the County. In the plural, **End User Agencies** means all entities that are parties to agreements with the County with terms substantially similar to terms in this Agreement.
- 1.1.9 **Equipment** means all components of the radio system infrastructure including the land mobile radio equipment and software, DC power equipment and software, site video and alarming equipment and software, backhaul equipment and software, and console system equipment and software owned by the County or PSERN Operator and used by the End User Agency pursuant to this Agreement. The term does not include Subscriber Radios. [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."]
- 1.1.10 **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.
- 1.1.11 **Full System Acceptance (FSA)** means the determination issued to the Contractor upon satisfactorily completing the final system acceptance phase milestone.
- 1.1.12 **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.
- 1.1.13 **Implementation Period** means the period of time defined as such in the Implementation Period ILA.
- 1.1.14 **Implementation Period ILA** means the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.
- 1.1.15 **Joint Board** means the PSERN Project governing board formed under the Implementation Period ILA.
- 1.1.16 **KCERCS** means the County-wide Emergency land mobile radio system established under the King County Emergency Radio Communication System Interlocal Agreement.
- 1.1.17 **Master Advanced System Key** means a device used to create and configure an Advanced System Key.

- 1.1.18 **Mobile Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for the mobile radios.
- 1.1.19 **Monitoring** means real-time fault checking on a continuous basis using tools for remote checking and event characterization.
- 1.1.20 **Monthly Fee** (or Fee) means the monthly charge paid by the End User Agency to the Service Provider after FSA for the Service Provider's operation and maintenance of PSERN and for the End User Agency's use of PSERN.
- 1.1.21 **Mutual Aid Radios** means an end user radio from a foreign system ID which may include a Mobile, Portable or Control Station radio which has been authorized and programmed to operate on the PSERN System in only a mutual aid capacity.
- 1.1.22 **Operations Period** means the period of time as defined as such in the Operations Period ILA.
- 1.1.23 **Operations Period ILA** means the Puget Sound Emergency Radio Network Operations Period Interlocal Cooperation Agreement as executed and amended.
- 1.1.24 **Part 90** means Part 90 of Title 47 of the Code of Federal Regulations (CFR).
- 1.1.25 **Portable Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract specifications for the portable radios.
- 1.1.26 **Premises** means the areas near and in the End User Agency's location: the area used for staging and construction; the area Equipment will be installed and occupy inside the End User Agency's location; 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.
- 1.1.27 **PSERN Board** 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.
- 1.1.28 **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.
- 1.1.29 **PSERN Operator** means the agency that will be established by the parties to the Implementation Period ILA under chapter 39.34 RCW to take over PSERN's ownership, operation, and governance after FSA.

- 1.1.30 **Radio Shop** means a facility that is authorized by Contractor to perform installation, maintenance, programming and repair work on Subscriber Radios.
- 1.1.31 **Rate Stabilization Allocation** means those funds in the PSERN Project budget totaling \$2,619,406 earmarked to offset rate increases for End User Agencies and to be distributed via a formula determined by the PSERN Board.
- 1.1.32 **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 End User Agency of the resolution.
- 1.1.33 **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 begun actively working on the service request.
- 1.1.34 **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.
- 1.1.35 **Subscriber Radios** means paying End User Agency radios whose home system is PSERN and includes Mobile (vehicular), Portable (handheld), Control Station or consolette radios which have been authorized and programmed to operate on the System and are owned by the End User Agencies.
- 1.1.36 **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.
- 1.1.37 **Upgrade** means migrating to a new platform or adding features through changes to equipment and/or software.
- 1.1.38 **User** means an employee, agent, or volunteer of an organization authorized to use PSERN.
- 1.1.39 **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 the Contract.
- 1.1.40 **Template** means a master codeplug for a specific set of radios that is used to create an Equipment codeplug with the specific radio information required for the configuration of a Portable, Mobile or Control Station Radio. The Template includes ergonomic settings,

PSERN radio system information, and Mutual Aid Radio systems information that is programmed into the radio to allow operations on PSERN, KCERCS or other radio systems.

2. INITIAL EQUIPMENT REPLACEMENT

- 2.1 By and through the Contractor, the County will replace the End User Agency's existing radios with Subscriber Radios in the numbers and of the types specified in Exhibit 1.
- 2.2 Subscriber Radios will be standardized with features, functions and Accessories chosen to make them suitable for use by End User Agencies. The End User Agencies may purchase additional Subscriber Radios, features, and accessories. The method and timing of payment for additional equipment will be established by the Joint Board.
- 2.3 Subscriber Radios will be issued according to the policies of the Joint Board as listed below, and as amended by the Joint Board:

Only For KCERCS Customers:

- 2.3.1 The PSERN Project will replace governmental agency and hospital agency active radios that were activated, into KCERCS zone controllers as active radios and assigned IDs 120 days prior to the first End User Agency's Subscriber Radio planned deployment and/or installation dates;
- 2.3.2 Non-hospital private agencies that are on the KCERCS will have their radios replaced on a 1 for 1 basis according to the agency inventory records as of April 25, 2019;
- 2.3.3 All End User Agency must turn an existing working radio in to the PSERN Project for each Subscriber Radio provided by the Project to the End User Agency;
- 2.3.4 End User Agency may keep old radios not needed for Subscriber Radio exchange to use on PSERN if they are approved by the Service Provider as meeting minimum PSERN software configurations and manufacturers specifications; and
- 2.3.5 End User Agency will pay Monthly Fees for each of its Subscriber Radios unless exempted otherwise by the policies of the Service Provider.

For all other agencies:

- 2.3.6 Agencies wanting to be on PSERN but not already on KCERCS may be issued Subscriber Radios pursuant to policies and terms and conditions adopted by the PSERN Board, but only if they commit to remaining as an End User Agency for a minimum of 10 years.
- 2.4 By and through the Contractor, the County initially will configure, program, install and or deploy the Subscriber Radios using the previous template and perform like for like programming. After the initial templates are created and programmed, the PSERN Operator will be responsible for archiving and centrally storing templates as well as infrastructure configuration changes within

the templates. The Radio Shops will be responsible for End User Agency configuration settings only. The Master Advanced System Key shall be maintained by the PSERN Operator. The PSERN Operator shall establish policies to determine which Subscriber Radio maintenance shops will be eligible to receive a system key.

- 2.5 The PSERN Operator will maintain a list of radios approved for use on the PSERN system. The End User Agency agrees to use only approved radios on PSERN and to not program or cause radios to be programmed in a way that they would operate in the P 25 Phase 1 mode of operation while operating on PSERN.
- 2.6 The County will own the Equipment provided by the PSERN Project. After the new PSERN Operator is formed, ownership of this Equipment shall be transferred to the PSERN Operator at no cost to the End User Agency or to the PSERN Operator.
- 2.7 Ownership of County-purchased Subscriber Radios will be transferred to the End User Agency within the same fiscal year that the Subscriber Radios are put into service provided that the Subscriber Radios are put into service at least ninety (90) days prior to the end of the fiscal year. If the Subscriber Radios are put into service less than ninety (90) days prior to the end of the fiscal year, then ownership will be transferred within ninety (90) days from the date they are put into service.
- 2.8 The Train-the-Trainer model will be used to train End User Agency staff to use the Subscriber Radios. Each End User Agency 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 Subscriber Radios from the Contractor.

3 TRANSITION PLAN

- 3.1 The Service Provider and End User Agency will work with the Contractor to develop a mutually agreeable written transition plan. The transition plan will be approved by the PSERN Joint Board.
- 3.2 The transition plan will include:
 - 3.2.1 A list of equipment that the End User Agency shall receive as part of the PSERN Project;
 - 3.2.2 An installation plan for all vehicles receiving equipment;
 - 3.2.3 A plan describing how End User Agencies will migrate from analog to digital operations;
and
 - 3.2.4 A plan describing the training plan for each End User Agency.

4 INSTALLATION AND TESTING

- 4.1 If the End User Agency has any special requirements pertaining to the disposition of its existing radios it shall notify the Service Provider as soon as practicable, but no less than within five (5) business days of receiving notification of installation and transition.

- 4.2 The Service Provider shall secure all Government Approvals required for the installation and operation of the Subscriber Radios.
- 4.3 All Subscriber Radios will be programmed and tested prior to deployment and/or installation by the Contractor to determine if they are operating in accordance with manufacturer's specifications.
- 4.4 The Service Provider will coordinate with the End User Agency regarding the installation schedule as far in advance as possible, but no less than at least fifteen (15) business days in advance.

5 OPERATIONS

- 5.1 In implementing and managing PSERN, the Service Provider shall:
 - 5.1.1 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;
 - 5.1.2 Monitor PSERN for proper operations in accordance with the standards specified herein and monitor for any failure symptoms;
 - 5.1.3 Maintain, operate, repair, Update, Upgrade and test PSERN in accordance with the Equipment manufacturer's recommendations for routine maintenance;
 - 5.1.4 Provide the End User Agency 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 days per year;
 - 5.1.5 Respond to network and Equipment problems in accordance with Response and Resolution Tables contained in **Exhibit 2**;
 - 5.1.6 Purchase the Contractor's Radio Service Advantage (RSA) product offering which will provide 7 years of support for Subscriber Radios after the conclusion of the two-year warranty period. During the 7 years of RSA support, End User Agencies will be able to receive repairs to Subscriber radios without incurring Contractor's depot level repair costs. However, any Subscriber Radio needing repair or replacement due to the intentional or negligent act of the End User Agency, its agents, employees, or invitees, will be repaired or replaced by the Radio Shop at the Radio End User Agency'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;
 - 5.1.7 Have factory-trained subject matter experts (Duty Technician(s)) on staff who specialize in the diagnosis, troubleshooting and resolution of network performance and Equipment problems;
 - 5.1.8 Have a Duty Technician to act as liaison between itself and the Contractor;

- 5.1.9 Resolve Equipment warranty claims with the Contractor;
 - 5.1.10 Manage talkgroup site access profiles;
 - 5.1.11 Give the End User Agency at least thirty (30) days' notice before undertaking scheduled activities that will interrupt or reduce service capacity by twenty-five percent (25%) or more;
 - 5.1.12 Centrally manage the distribution and archiving of regional encryption keys;
 - 5.1.13 Centrally manage the creation of new talkgroups (however, per Section 5.3, End User Agencies will own their own existing talkgroups);
 - 5.1.14 Centrally archive templates for radio programming of End User Agency radios;
 - 5.1.15 Centrally manage the use of integrated voice and data applications such as over-the-air rekeying, over the air programming, outdoor location (GPS information) and radio management;
 - 5.1.16 Ensure public safety agencies have priority of service on the PSERN system; and
 - 5.1.17 Maintain the PSERN system to the following standards as specified in the Contract and as implemented by the Contractor prior to FSA:
 - 5.1.17.1 Delivered Audio Quality 3.4;
 - 5.1.17.2 97% reliability;
 - 5.1.17.3 97% portable on-street coverage in the Primary Bounded Area;
 - 5.1.17.4 95% portable on-street coverage in the Highway Buffer Covered Areas;
 - 5.1.17.5 Grade of Service of 1.0;
 - 5.1.17.6 99.999% availability of backhaul;
 - 5.1.17.7 at least 17db added signal above the baseline PSERN design within the designated in-building coverage areas (downtown Seattle, downtown Bellevue, and north central Renton; and
 - 5.1.17.8 Provide 97% portable on-street coverage in the in-building coverage areas. The Contractor shall provide a System that achieves 97% SAR (service area reliability).
- 5.2 Following execution of the Operations Period ILA and formation of the PSERN Operator, the PSERN Operator shall:
- 5.2.1 Develop and adopt a maintenance & operations plan that includes:

- 5.2.1.1 Talkgroup prioritization levels and site authorizations;
- 5.2.1.2 Authorized template configuration changes by Radio Shops;
- 5.2.1.3 System maintenance standards;
- 5.2.1.4 Technician/System manager administrative rights;
- 5.2.1.5 Training requirements for technical staff;
- 5.2.1.6 Distribution, management, and archiving of regional and End User Agency encryption keys;
- 5.2.1.7 System key management and distribution;
- 5.2.1.8 OTAP/OTAR roles and responsibilities;
- 5.2.1.9 Issue resolution reporting procedures including system status, repairs made, impacted area, etc.;
- 5.2.1.10 Continuity of operations procedures;
- 5.2.1.11 Procedures for End User agencies to add radios to their inventory at their own cost;
- 5.2.1.12 Talkgroup sharing agreement requirements; and
- 5.2.1.13 Conventional channel sharing agreements.
- 5.2.2. Adopt policies governing the replacement, removal, and addition of Equipment under its control;
- 5.2.3. Adopt policies related to the access of PSERN for mutual aid and/or interoperability purposes;
- 5.2.4. Adopt policies defining the approved Equipment and Subscriber Radios authorized for use in PSERN;
- 5.2.5. Adopt policies defining mandatory configuration settings that must be set into each authorized Subscriber Radio;
- 5.2.6. Adopt and implement information assurance controls, policies, procedures and processes;
- 5.2.7. Adopt policies governing the change management program;

- 5.2.8. Work in partnership with the End User Agencies to develop and regularly report on performance and operating metrics indicating system performance as well as the PSERN Operator's ability to meet the End User Agencies service requirements; and
 - 5.2.9. Upon request by End User Agencies, provide reports of system usage and equipment inventories.
- 5.3 In using the Equipment and PSERN, the End User Agency agrees to:
- 5.3.1 Be responsible for replacement at its cost of any Subscriber Radios that are stolen, damaged, lost or which are determined by the End User Agency to be beyond their expected life if not covered by the radio repair procedures as described in Section 5.4 ;
 - 5.3.2 Use only radio codeplugs that have been configured by the PSERN Operator;
 - 5.3.3 Create and distribute End User Agency encryption keys;
 - 5.3.4 Own and control their own talkgroups;
 - 5.3.5 Ensure all trunked radios are capable of being configured for P25 Phase II operation;
 - 5.3.6 Prevent unauthorized and untrained personnel from accessing Subscriber Radios;
 - 5.3.7 Promptly report Equipment and network problems to the Service Provider and indicate the impact of the problem on the End User Agency (e.g., if a channel is garbled, features are not working correctly, or if coverage conditions in a known area have changed);
 - 5.3.8 Comply with all applicable information assurance controls, policies, procedures, and processes developed and implemented by the PSERN Operator;
 - 5.3.9 Maintain an accurate system for tracking all Subscriber Radio purchased by the PSERN Project or acquired by the End User Agency and immediately notify the System Provider if the End User Agency knows or suspects that a Subscriber Radio has been lost, stolen, or damaged so that the System Provider can take any necessary actions which may include disabling the Subscriber Radio;
 - 5.3.10 Not permanently transfer, dispose of, or allow an entity or individual outside the User Agency to use Subscriber Radios without the PSERN Board's prior written approval for a period of 7 years after Full System Acceptance (Any radios disposed of under this sub-section shall be deprogrammed by a Radio Shop prior to disposal);
 - 5.3.11 Assist the Service Provider in responding to any correspondence, complaint, information request, or claim it receives that pertains to End User Agency operations;
 - 5.3.12 Use a Radio Shop of its choice to perform all installation, maintenance, programming and repair work on Subscriber radios;

- 5.3.13 Perform, or have performed, preventative maintenance of its Subscriber Radios in accordance with manufacturer's recommendations and schedules;
- 5.3.14 Perform, or have performed, periodic Updates of subscriber operating system as determined by the Service Provider;
- 5.3.15 Allow Service Provider the right to inspect applicable Equipment which the End User Agency controls access to in order to verify operations of the Equipment are within the manufacturer's specifications and Federal Communications Commission rules; and
- 5.3.16 Not modify Subscriber Radio hardware or software operating characteristics, such as modifying the transmit power levels of mobile radios or replacing the antennas with higher gain antennas on mobile or portable radios without the approval of the PSERN Operator.

5.4 Radio Repair Procedures:

- 5.4.1 After initial Contractor installation and up to and during the Warranty Period, the End User agency will use a Radio Shop of its choice to perform all installation, maintenance, programming, and repair work on Subscriber Radios and ensure that during the two year warranty period the Radio Shop will:
 - 5.4.1.1 Initiate a service request with Contractor by requesting a Return Merchandise Authorization (RMA); and
 - 5.4.1.2 The Radio shop shall remove failed units from the vehicles and reinstall new units and ship the units to Contractor.
- 5.4.2 Contractor will:
 - 5.4.2.1 Provide the Radio Shop with an RMA, provide a new Subscriber Radio replacement unit with the latest firmware release, and reimburse the Radio Shop and End User Agency for their costs (including troubleshooting time, owner travel time, removal and installation of the radio, reprogramming, and inventory actions).
- 5.4.3 Upon completion of the warranty period:
 - 5.4.3.1 The Radio Shop will initiate a service request via Motorola Online (MOL) and reference the Contract Number (#5729347) for repair;
 - 5.4.3.2 Contractor is responsible for inbound and outbound shipping and tracking of each shipment; and

5.4.3.3 End User Agency may have to pay fees for the removal/installation of Mobile Radios or Control Stations per any applicable Radio Shop service agreements and rates.

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

5.5.1 Request for change (RFC) documentation;

5.5.2 Classification of the RFC quantifying the risk/impact and the category;

5.5.2.1 Risk/Impact may be: low, medium, high; and

5.5.2.2 Category may be: standard or Emergency.

5.5.3 Assessment and Authorization of the RFC;

5.5.4 Communication with dispatch centers of the RFC's implications;

5.5.5 Implementation of the change;

5.5.6 Assessment of the quality of the implementation; and

5.5.7 Closure of the RFC record.

6. RESPONSE AND RESOLUTION TIMES TO INFRASTRUCTURE IMPAIRMENTS

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 continuously 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.

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. EQUIPMENT UPDATES AND UPGRADES

7.1 Equipment Updates

- 7.1.1 During the Warranty Period, the Contractor shall provide and install Equipment 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 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 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 PSERN's functionality.
- 7.1.6 The Service Provider will notify End User Agencies in accordance with the change management program as detailed in Section 5.5 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 Users with as much lead time as practicable.

7.2 Equipment Upgrades

7.2.1 During the Warranty Period, the Contractor shall provide and install Equipment Upgrades. 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 PSERN's functionality.

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.

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 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 End User Agencies in accordance with the change management program as detailed in Section 5.5

8 MONTHLY FEE AND PAYMENT

8.1 The End User Agency agrees to pay the PSERN Operator a Monthly Fee for the End User Agency'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 PSERN Board.

8.2 The Monthly Fee will be assessed beginning immediately after FSA for each End User Agency radio with an active ID in the radio system core. In the first month, the Monthly Fee shall be assessed on a prorated basis based on the number of days the radio is in service and will apply to Subscriber Radios used in the field, dispatch center back up radios and recording radios. The

PSERN Operator shall provide an invoice to the End User Agency. 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 End User Agency'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 PSERN Board's disbursement of the Rate Stabilization Allocation for those End User Agencies that will see a rate increase as a result of PSERN operations.
- 8.5 The PSERN Operator shall provide the End User Agency with the address for payment of Fees not less than sixty (60) days prior to the date the first payment is due. All payments shall be accompanied by a reference to this Agreement, or an invoice number.
- 8.6 If the End User Agency 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 End User Agency a reasonable late or special handling charge.
- 8.7 The PSERN Operator's acceptance of any payment or partial payment after the date it is due shall not be deemed a waiver regarding the End User Agency's obligations to make future payments on time. And no partial payment shall act as an accord and satisfaction unless approved by the PSERN Board.
- 8.8 OTHER FEES: The Service Provider may maintain and publish fees for services in support of End User Agency's operations unrelated to the PSERN Equipment. Such fees may include activation and deactivation fees and time and materials rates for non-PSERN equipment servicing. End User Agencies may use these ad hoc services, if offered, which may consist of:
 - 8.8.1 Time and materials fees in support of UHF systems and equipment, VHF systems and equipment, non-PSERN Microwave equipment and fiber optic networking
 - 8.8.2 Consultation service fees for communication equipment or systems
 - 8.8.3 Consultation service fees for in-building coverage equipment such as bi-directional amplifiers or distributed antenna systems

9. TERM

- 9.1 This Agreement shall take effect when executed by authorized representatives of the Parties, and shall remain in effect unless one of the following events occurs:
 - 9.1.1 The Parties execute a superseding agreement;

9.1.2 The End User Agency withdraws from the Agreement as provided in Section 16.1; or

9.1.3 The PSERN Board 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, those developed by the PSERN Board and the Service Provider, and those contained in the Implementation Period ILA and the Operations Period ILA, if the End User Agency is a party to those agreements; and 2) that the County is subject to the 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 End User Agency represents, warrants, and agrees that:

11.1.1 It will work cooperatively, fully, and promptly with the Service Provider;

11.1.2 It has the full right, power, and authority to enter into this Agreement; and

11.1.3 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:

11.2.1 It will work cooperatively, fully, and promptly with the End User Agency;

11.2.2 It has the full right, power and authority to enter into this Agreement;

11.2.3 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. NOT USED

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 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 End User Agency's approval. However, such assignment shall require approval by the PSERN Board.

14.2 By the End User Agency:

The End User Agency may not assign any of its rights, duties, or obligations set forth in this Agreement except as approved in writing by the PSERN Board and the Service Provider.

15 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. If a Party receives a request for records under the Washington State Public Records Act for records that meet the definition of Confidential Information, and if the Party determines such record is or may be subject to disclosure, the Party's sole obligation to protect the confidentiality shall be to notify the entity or individual claiming confidentiality of the request and the date that such Confidential Information will be released. Such individual or entity, shall have the option of obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540.

16. ENDING SERVICE

16.1 End User Agency 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 PSERN Board's rules.

16.2 After giving the End User Agency a reasonable period of time to cure, the PSERN Board may terminate this Agreement for the End User Agency's repeated violations of the Agreement terms. The PSERN Board may immediately terminate this Agreement where an action or inaction of the End User Agency significantly diminishes or threatens to significantly diminish the operations of PSERN or results in the loss of or threatened loss of PSERN's spectrum licenses. Termination actions shall be handled in accordance with the PSERN Board's rules.

17. INDEMNIFICATION

Each Party shall 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.

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 End User Agency acknowledges, agrees and understands that the County is self-funded for all of its liability exposures for this Agreement.

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.

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.

18.4 End User Agency's Insurance

The End User Agency 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), or its substantive equivalent. 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.

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.

19. NOTICES

Written notice for purposes of Sections 16, 18 and 23 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 End User Agency:

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 only upon mutual written agreement of the Parties and approval of the PSERN Board.

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 End User Agency 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 over this Agreement.

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 PSERN Board for resolution and shall provide the other Party with notice of such referral. If the dispute

is not resolved by the PSERN Board within sixty (60) days of referral to it, either Party may refer the dispute to the executive officers of the Parties. If the dispute is not resolved by the executives within 60 days of referral, either Party may refer the dispute to non-binding mediation. The parties to the dispute shall share the costs of mediation equally. Referral of the dispute to the PSERN Board, 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 and 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 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

North East King County Regional Public Safety
Communication Agency

David Mendel, Director, King County
Emergency Radio Communications

Will Khamet *INTERIM EXEC DIRECTOR*
[Name, Title]

Exhibit 1

List of equipment for End User Agency

The quantities of equipment listed here will be based on the preliminary radio inventory. The parties agree that prior to radio replacement final inventory numbers will be mutually agreed to, subject to the replacement policies adopted by the PSERN Joint Board.

NORCOM

Portable	Radio Location Capable	Encryption with Over The Air Re-keying	Portable Radio quantity with microphone 2 batteries, case	Individual Charger	6 Pocket Charger
Other Gov't	No	No	0	0	0
Police	Yes	Yes	23	23	0
Fire/EMS	Yes	Yes	0	0	0

Mobile	Radio Location Capable	Encryption with Over The Air Re-keying	Dash mount radio	Trunk mount radio	Dual head radio	Quad head radio	Motorcycle radio
Other Gov't	No	No	0	0	0	0	0
Police/Fire/EMS	Yes	Yes	67	0	0	0	0

Base	Radio Location Capable	Encryption with Over The Air Re-keying	Console radio	Desktop radio
Other Gov't	No	No	0	0
Police/Fire/EMS	Yes	Yes	8	0

Total Radios 98

All radios come with 700/800 MHz Trunked/Conventional P25 & Smartzone Trunking, Over the Air Programming, Radio Authentication, Integrated Voice and Data, Advanced System Key

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 a 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 End User Agency'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 End User Agency's normal use of the system, sub-system, product, or major non-critical features from an End User Agency's perspective.</p>
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MEMORANDUM

To: Governing Board
From: Bill Hamilton, Executive Director
Date: 02/14/2020
Subject: Executive Director selection process

Executive Summary:

NORCOM is currently without a permanent Executive Director. The board will discuss the selection process for this role.

Background:

The Executive Director role at NORCOM is currently being filled by an Interim.

Past Board or Other Related Actions:

None at this time.

Policy and Strategic Implications:

None at this time

NORCOM Staff Recommendation:

NORCOM Staff recommends that the board identify a process for the selection of an Executive Director.

Staff Comments:

None

Options

Options for this position are the sole discretion of the board.

Risks

None at this time.

Finance Committee Review: No

Not applicable at this time

Legal Review: No

Not applicable at this time

Joint Operations Board Review: No

Not applicable at this time

Fiscal Impact

Budgeted Y/N: n
Fiscal Year: 2020
Account (s):
Fiscal Note:
Fiscal Impact:

The selection process may incur unbudgeted expenses.



MEMORANDUM

To: Governing Board
From: Bill Hamilton, Executive Director
Date: 02/14/2020
Subject: Current Status of NORCOM 911 Federal Initiatives

Executive Summary:

The cost of technology is outpacing revenues and there are growing regional concerns regarding the sustainability of existing funding sources. In an effort to identify funding streams for Disaster Recovery, Back-Up Center options and migrating to a single CAD system, NORCOM sought assistance from our Washington State Congressional Delegates. In a series of Washington DC visits from April to December 2019, NORCOM 911, the King County Sheriff's Office (KCSO) and various regional partners, met with members of the Washington State Congressional Delegation, key staff members, as well as executives and officials of federal departments and agencies. The NORCOM 911 team discussed and demonstrated the Real-Time Agency Activity Display and Reporting (RAADAR) tool and its immediate use and value to first responders across regions and State borders. NORCOM sought congressional and federal agency support for and assistance in securing strategic investment for several mission-critical initiatives. The Congressional Delegation members demonstrated support for our goals by pledging funds and exploring additional initiatives for consideration.

NORCOM wishes to provide the board with a summary of these initiatives and their related status.

NORCOM seeks direction from the board regarding the possible continuation of this endeavor.

Background:

In support of this endeavor, various NORCOM staff, Governing Board members, regional partners, and prospective regional partners made numerous trips to Washington DC to meet with Washington State Congressional members and staff. Based on these meetings, and associated feedback, NORCOM developed the following initiatives and associated funding request estimations.

1) RAADAR and Real-Time Joint PSAP Interoperability and Disaster Recovery: Northwest Region Next Generation 911 Demonstration Project

Project: Five-year project to demonstrate and evaluate the adoption, development, deployment, and acceleration of Next Generation 911 capabilities, facilities, services, and digital communications and other technologies in the Northwest Region (Washington, Idaho, and Oregon) to better equip and enable incident response and emergency service providers (incident responders). This would include funding to implement the statewide deployment of RAADAR in Washington, Idaho and Oregon.

NORCOM funding distribution estimate:

- \$1-1.5 M for Washington State deployment (beyond current grant).
- \$2-4 M estimated for Oregon and Idaho deployment.

The initiative may also establish a disaster recovery and backup center for NORCOM 911 at the King County Sheriff's Office Communications Center at the Regional Communication and Emergency Coordination Center (RCECC).

NORCOM funding distribution estimate:

- \$2.5-5.M for technology, personnel, and miscellaneous infrastructure contribution. Participating disaster build-out PSAP locations include: The King County Sheriff's Office Communications Center/RCECC, Spokane Regional Emergency Communications (SREC), and the Clark Regional Emergency Services Agency (CRESA) in Vancouver. Funds would be dedicated to new facility construction; hardening; and new hardware, software, and infrastructure acquisition.
- \$ 8-12 M estimated for each of the 3 noted PSAPS

3) RAADAR: Providing "Beyond the Gate" Incident and Situational Awareness for U.S.. Military Bases and Installations –

Project: One- to five-year demonstration project of RAADAR at all U.S.. military bases and installations in Washington State and select bases and installations of the military service branches throughout the United States.

NORCOM Funding distribution:

- \$5 M to \$15 M for one year; possible funding streams of \$5 M to \$15 M for years two through five for each year of the five-year demonstration project.

NOTES AND ASSUMPTIONS: To continue pursuing these projects and attempt to secure funding, NORCOM will need to:

1. Focus on RAADAR, disaster recovery, and backup facilities for NORCOM.
2. By end of February 2020, request amounts presented in this document as discussed with delegation. Detailed budgeting and planning TBD and subject to final funding commitment (including amounts) via delegation.
3. Larger project management (multi-state demonstration project, other disaster and backup sites, etc.) subject to local and regional involvement and engagement beyond NORCOM current organizational structure, resources, and mission.
4. Agreements between agencies, sub-grantees, etc., subject to project funding commitments.

Additional 2020 cost estimates for NORCOM: February through July 31, 2020

Lobbyist fees (Drew Hiatt)- \$18,000

Drew Hiatt estimated expenses- \$5,500

Materials design (delegation meetings)- \$4,300

Materials print production- \$2,900

NORCOM internal (5-6 DC trips-staff person)- \$20,000

NORCOM staff trips (1-2 trips-Director)- \$6,800

Total: \$57,500

Past Board or Other Related Actions:

NA

Policy and Strategic Implications:

The opportunity to acquire federal funding support from our Congressional leaders is appealing. The noted initiatives and associated funding would benefit interoperability among our regional partners as well as that of our partners across the entire State of Washington. NORCOM's mission and ability to manage such a series of projects must be evaluated in light of these opportunities.

NORCOM Staff Recommendation:

The execution of these initiatives would be complex and currently beyond NORCOM's current mission and capacity to execute. To meet our Federal obligations in a highly transparent and effective manner, NORCOM would need to partner with an appropriate regional partner or hire and develop a new unit within NORCOM, comprised of persons skilled in multi-agency project management, federal grant execution (and related reporting and tracking), software code development and other related technology skills.

Should the Board direct NORCOM to continue pursuing the initiative funding opportunities, NORCOM recommends identifying potential governmental stakeholders best suited to manage this project on behalf of all recipients, to include NORCOM. NORCOM also recommends that any widespread future deployment of RAADAR must be done in a manner consistent with NORCOM's continued ownership of RAADAR.

Staff Comments:

None

Options

The Board may direct NORCOM staff to continue or discontinue the pursuit of the Federal funding required to execute the related initiatives.

The Board may also approve or disapprove of staff expending an additional \$60,000 in this pursuit.

Risks

Our Congressional leaders and their staff have demonstrated interest and support for these initiatives. Maintaining effective working relationships with our elected representatives is very important. Should the Board direct NORCOM to either continue or cease pursuit of these funds, NORCOM must quickly communicate this decision prior to the funding application deadline of February 28th, 2020.

Finance Committee Review: No

NA

Legal Review: No

NA

Joint Operations Board Review: No

NA

Fiscal Impact

Budgeted Y/N: n

Fiscal Year: 2020

Account (s):

Fiscal Note:

Fiscal Impact:

NORCOM has spent approximately \$150,000 on this project thus far and if approved, will expend another \$60,000 by June 2020.
