

RESOLUTION R- 3884

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CONTRACT WITH KING COUNTY CONTINUING TO PROVIDE FOR AN ENHANCED 911 EMERGENCY TELEPHONE SERVICE.

Whereas, it is in the public interest to provide 911 emergency telephone service so that the public may summon emergency public safety assistance as quickly and efficiently as possible; and

Whereas, the Washington State Legislature passed substitute House Bill 1938 (Chapter 329, Laws of 1991) providing for the funding of an emergency services communication system through the imposition of an excise tax on switched access lines; and

Whereas, the operation of the County's Enhanced 911 emergency telephone system, hereinafter referred to as the "System", is governed by 911 Tariffs filed with the Washington Utilities and Transportation Commission by U.S. West Communications, Inc., GTE Northwest, Inc., and PTI Communications; and

Whereas, the County has entered into Service Agreements which compliment the 911 Tariffs with each of the telephone companies for the operation of the System; and

Whereas, the implementation and operation of any large and complex 911 system requires considerable planning and coordination within and among the participating agencies; and

Whereas, pursuant to the provisions of an Enhanced 911 Participation Agreement with King County, previously approved by resolution R-3093 adopted by the Kirkland City Council on April 2, 1984, the City of Kirkland is one of the participating agencies implementing, operating and providing continuity for an Enhanced 911 emergency telephone system for King County; and

Whereas, both King County and the City of Kirkland are authorized by law to enter into an interlocal government agreement setting forth policies, procedures and responsibilities necessary to operate and provide continuity for the Enhanced 911 telephone system for King County;

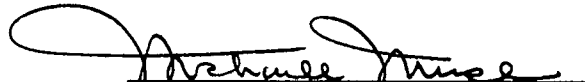
Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland a contract with King County setting forth policies, procedures and responsibilities necessary to operate and provide continuity for the Enhanced 911 emergency telephone system throughout King County, which contract shall be substantially in the form of the King County

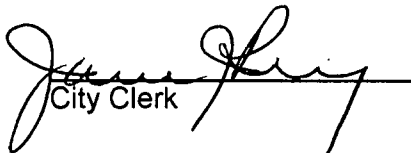
Enhanced 911 Participation Agreement attached to the original copy of this Resolution and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 21st day of June, 1994.

Signed in authentication thereof this 21st day of June, 1994.


MAYOR Pro Tem

Attest:


City Clerk
5city94\911reso\rjp:nmw

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ENHANCED 911 PARTICIPATION AGREEMENT

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KING COUNTY ENHANCED 911 PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1994 by and between the City of Kirkland on behalf of the Kirkland Police Department, hereinafter referred to as the Public Safety Answering Point (PSAP), and King County, a Home Rule Charter County Government in the State of Washington, hereinafter referred to as the "County".

WHEREAS, it is in the public interest to provide 911 emergency telephone service so that the public may summon emergency public safety assistance as quickly and efficiently as possible; and

WHEREAS, the Washington State Legislature passed substitute House Bill 1938 (Chapter 329, Laws of 1991) providing for the funding of an emergency services communication system through the imposition of an excise tax on switched access lines.

WHEREAS, the operation of the County's Enhanced 911 emergency telephone system, hereinafter referred to as the "System", is governed by 911 Tariffs filed with the Washington Utilities and Transportation Commission by US West Communications Inc., hereinafter referred to as "US West", GTE Northwest Incorporated, and PTI Communications; and

WHEREAS, the County has entered into Service Agreements which complement the 911 Tariffs with each of the Telephone Companies for the operation of the System; and

WHEREAS, said 911 Tariffs and Service Agreements, attached hereto as Exhibit 1, impose terms and conditions concerning the use of the E-911 equipment that must be complied with by all PSAPs; and

WHEREAS, the operation of any large and complex 911 system requires considerable coordination within and among the participating agencies; and

WHEREAS, the parties hereto desire to establish the policies, procedures, and responsibilities necessary to operate and provide continuity for the Enhanced 911 emergency telephone system for King County:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

The following terms shall have the meanings set forth below whenever they are used in this Agreement. All other terms shall be as defined in the 911 Tariffs and Service Agreements.

- A. "System" shall mean the Enhanced 911 emergency telephone system described in the "Enhanced 911 Service Agreement Between King County and US West Communications, Inc." signed on July 12, 1993 and contracted for under King County Contract Number D18802D.
- B. "911 Tariffs" shall jointly refer to: US West Communications, Inc. Schedule 81, "Emergency Communication System", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921247; GTE Northwest Incorporated, Schedule 580 and 581, "9-1-1 Emergency Telephone Service", filed with the Washington Utilities and Transportation Commission as Docket No. UT-921239; and PTI Communications Schedule 36, "9-1-1 Emergency Service", filed with the Washington

Utilities and Transportation Commission as Docket No. UT-921263. Each of these tariffs may also be referred to individually by their company name; e.g. "US West 911 Tariff".

- C. "Service Agreements" shall jointly refer to the Agreements signed between King County and US West Communications, Inc., GTE Northwest, and PTI for Enhanced 911 Telephone Service. The Agreement with US West Communications, Inc. was signed on July 12, 1993 and will remain in effect until July 11, 1998. The Agreements with GTE Northwest and PTI are currently being negotiated and will be signed in 1994. Each of these Agreements may also be referred to individually by their company name; e.g. "US West 911 Service Agreement".
- D. "Telephone Companies" shall refer to US West Communications, Inc., GTE Northwest Incorporated, and PTI Communications jointly or independently, depending on the function to be performed.
- E. "Public Safety Answering Point" (PSAP) shall mean a public safety agency communications center where 911 emergency calls for a specific geographic area are answered and handled. PSAPs are designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs receive 911 calls directly from the public; Secondary PSAPs receive 911 calls only on a transfer or relay basis from the Primary PSAP. Current PSAPs are listed in Exhibit 2.
- F. "PSAP Consolidation" shall refer to two or more PSAPs who combine their operations and services to form one new PSAP or one or more PSAPs who merge their operations and services with an existing PSAP.

2. **TERM OF AGREEMENT**

This Agreement is effective on the date of execution for a period coincident with the term of the Service Agreements which may be terminated only as provided therein. In the event the Service Agreements are extended, this Agreement shall be renegotiated or extended, whichever is appropriate, and mutually agreeable to the parties hereto. The County shall notify the PSAP in writing of the County's intent to extend the Service Agreements within seven (7) calendar days of such notification to the Telephone Companies.

In the event two or more PSAPs combine their operations and services to form one new PSAP or one or more PSAPs merge their operations and services with an existing PSAP, which events shall hereinafter be referred to as a consolidation, or a PSAP changes status; i.e., primary to secondary or vice versa, the terms of this Agreement that apply to the PSAP's new status shall be binding on the newly formed PSAP, or PSAP with changed status, subject to the provisions of Article 22 herein. The PSAP shall notify the County of a planned consolidation or change in status one hundred twenty (120) days prior to the effective date of such consolidation or change in status.

3. **SCOPE OF AGREEMENT**

A. **County Responsibility**

- 1. The County shall provide E-911 Service as procured from the Telephone Companies under the 911 Tariffs and Service Agreements to the PSAP.
- 2. The County will assure the installation of E-911 equipment with a capacity adequate to handle the number of incoming 911 lines as prescribed by US West's traffic study as

described in the US West 911 Tariff and the County shall pay the cost of additional E-911 equipment required as a result of said study. The exception shall be for new PSAPs added to the E-911 System after the initial installation of the System as specified in Article 10 herein.

B. PSAP Responsibility

In addition to meeting the requirements specified elsewhere in this Agreement, the PSAP and its employees and agents shall act consistently with the terms and conditions of the 911 Tariffs and shall accept the following responsibilities:

1. Each PSAP shall meet the operational standards outlined in Exhibit 3.
2. Each PSAP shall follow the operational procedures and protocols outlined in Exhibit 4.
3. Each PSAP shall provide the County with verification and certification of the accuracy and completeness of street address data within its serving area as specified in the 911 Tariffs. Such address data shall be provided by the County to the PSAP in the form of a quarterly computer printout of all street segments and address ranges on those segments within the jurisdictional boundaries of the agencies served by that PSAP. The PSAP shall proofread said printout and notify the County of any errors therein. All errors noted by the PSAP shall be corrected by the County and US West in the Master Street Address Guide (MSAG). When all errors have been corrected, the PSAP shall certify in writing to the E-911 Program Manager the accuracy of the corrected printout. The County shall have no responsibility for the accuracy of address entries certified by the PSAPs as being correct.
4. Each PSAP shall be responsible for maintaining an up-to-date MSAG definition of its serving area and verify the accuracy of new telephone subscriber information when requested by the County. This information shall be provided to the PSAP in the form of an MSAG Change Form. The PSAP shall verify that the information presented on said form is correct, or shall note any corrections on said form, and return it to the County within ten (10) working days.
5. The PSAP shall provide the County with adequate notice of any annexations and incorporations to allow sufficient time for the County and US West to process the MSAG changes before the effective date of the annexation or incorporation.

4. INSTALLATION AND SITE PREPARATION

A. The PSAP shall be responsible for all PSAP site preparation, and for meeting and maintaining proper environmental conditions at the site, including but not limited to, temperature requirements (including air conditioning if applicable), cleanliness, commercial power, backup power, grounding, conduits, and power poles, as required by the Telephone Companies in accordance to requirements of the equipment manufacturers. The PSAP may seek reimbursement from the County for that portion of the cost of site preparation which is directly due to the requirements of the E-911 Equipment, according to the following procedures:

1. The PSAP shall request County subvention of such cost in writing not less than ninety (90) days prior to the scheduled installation of E-911 equipment at the affected site at that PSAP.

2. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all written requests for the subvention of PSAP site preparation costs and provide each PSAP submitting such a request with a written response either approving or disapproving said request or portions thereof within thirty (30) days of the submission of said request. Failure to respond within thirty (30) days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.
 3. Vouchers or invoices for PSAP site preparation costs approved for County subvention shall be submitted to the County by the PSAP within fifteen (15) days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph 2. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distributions defined in Article 8, Paragraphs B. and C.
- B. The County shall provide the PSAP with written information containing complete dimensions, space requirements, electrical requirements, and mounting requirements of all PSAP E-911 equipment within five (5) days of the date said information is provided to the County by the Telephone Companies.
 - C. The PSAP shall provide the County with a detailed floor plan showing the location of each piece of existing equipment and the space provided and electrical outlets available for the installation of PSAP E-911 equipment not less than forty (40) days prior to the scheduled installation of said equipment at each PSAP. Changes to the floor plan made after submission to the County may result in charges to the PSAP in the amount equal to charges levied against the County by the Telephone Companies as a result of said changes. If the Telephone Companies deem the site unacceptable, the County shall provide written notice to the PSAP specifying items which need correction within fifteen (15) days of the date the County receives written notice from the Telephone Companies that the site is unacceptable and the PSAP shall, as soon as feasible, make all necessary corrections.
 - D. When the PSAP provides inside wiring, all station cable, riser cable, distribution and feeder cable will be tested and identified by the PSAP at the main and any intermediate distribution frame(s). All telephone and data jacks will be properly labeled and a corresponding floor plan will be provided to the County by the PSAP.
 - E. The PSAP shall certify to the County in writing prior to the scheduled installation date that the locations, space, and electrical outlets designated for PSAP equipment installation are available and free of any and all encumbrances which the Telephone Companies have advised would inhibit installation and security of said equipment.
 - F. The PSAP shall perform its site preparation as stipulated herein in compliance with all applicable building codes, fire codes, National Fire Protection Association regulations, and all other codes, ordinances, and regulations which are applicable.
 - G. The PSAP shall ensure that its personnel are available to receive delivery of E-911 equipment at site, at a date and time to be determined between the Telephone Companies and the PSAP.
 - H. The PSAP agrees to grant reasonable right of entry to the Telephone Companies' representatives to deliver the E-911 equipment and/or perform all installation, maintenance, and other required services of said equipment, and will make available a reasonable amount of appropriate secure space for storage of said equipment or parts as necessary.

- I. All necessary interfacing between the E-911 equipment and trunks and the telephone equipment at the PSAP shall be provided by the County.

5. **SYSTEM PERFORMANCE**

- A. The PSAP shall prepare Automatic Location Identification (ALI) and Selective Routing discrepancy reports in a format as agreed to by US West, the County, and the PSAP Committee for review and transmittal by the County to US West. Said discrepancy reports will indicate incidents when incorrect or no ALI data is displayed at the PSAP and incidents when 911 calls other than alternate or default routed calls have been incorrectly routed.
- B. The PSAP shall contact US West immediately upon the failure of a unit of E-911 equipment provided by the County and shall record the time of failure or discovery of failure, the time of arrival of maintenance personnel, and the time of full restoration of equipment in writing and report those times to the County. The PSAP shall notify the E-911 Program Manager as defined in Article 11 herein of said failure in a timely manner.
- C. During periods of E-911 equipment downtime the PSAP may use operable equipment when such action does not interfere with maintenance of inoperable equipment, as determined by the Telephone Companies.

6. **EVALUATION**

The PSAP agrees to cooperate with the County in the evaluation of the System and to make available all information desired by the County to perform the evaluation. Evaluation information requested by the County and provided by the PSAP shall be limited to data available to the PSAP from systems or procedures in place at the time of the request. Said data may be provided to the County in a raw format to be compiled or summarized by the County.

7. **CONDITIONS OF USE**

The PSAP and the County concur in and agree to the following conditions relating to the use and operation of the E-911 System:

- A. The System shall be provided only to allow the PSAPs to receive and transfer reports of emergencies by the public according to the procedures and protocols outlined in this Article and in Exhibits 3 and 4, and the PSAPs shall defend and hold the County harmless from and against any and all claims, demands, and causes of action, including costs and attorneys fees associated therewith, arising out of the performance of the PSAPs' usual functions and duties as public safety emergency call answering/dispatch agencies which functions and duties are not substantially altered by the installation and operation of the System.
- B. The PSAPs shall list only 911 in the telephone directories serving their respective areas as the telephone number to call to report police, fire, and medical emergencies. The PSAPs shall maintain seven-digit or other existing numbers for reporting emergencies, but shall not list those numbers as emergency numbers in telephone directories.
- C. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the PSAPs. The PSAPs will not use the E-911 System for administrative purposes, for placing outgoing calls, or for receiving non-emergency calls. The PSAPs shall list a separate number for non-emergency calls in the telephone directory for their respective areas.

- D. The E-911 System is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
- E. ALI shall not be exclusively relied upon for the dispatch of emergency services. Prior to any dispatch, the PSAP Call Receiver will attempt, where feasible, to verify the location of the incident with the caller.
- F. ANI/ALI information consisting of the names, addresses, and telephone numbers of telephone subscribers whose listings are not published in directories or listed in directory assistance offices is confidential. Such information will be provided on a call-by-call basis only for the purpose of handling emergency calls and any permanent record of such information shall be secured by the PSAPs and disposed of in a manner which will retain that security except as otherwise required by applicable law. Should the PSAP not take the necessary steps to protect this confidential information, the Telephone Companies may restrict access to such confidential customer information.
- G. In the event a PSAP receives a 911 call reporting an incident outside its serving area, that PSAP shall transfer such call or relay the information derived from the caller when a transfer is not feasible to the appropriate PSAP or agency immediately upon determining that the incident is outside its serving area.
- H. It is understood and agreed that the furnishing or automatic display of number and location identification pertaining to incoming 911 calls hereunder and the information provided thereby is to be used by the PSAPs solely for the purpose of answering and responding to emergency calls in a manner consistent with the nature of the emergency and in accordance with the terms of this Agreement. Any other use of the database may result in immediate termination of E-911 Service to the violating PSAP. Any PSAP provided systems, such as Computer Aided Dispatch(CAD), will be used and configured only to monitor the output of the ALI/DMS as it relates to a specific emergency call. Data acquired by a PSAP via the monitoring of the ALI/DMS output may be used to enhance or facilitate the operations or management information systems of that PSAP but the PSAP shall maintain the confidentiality of individual telephone subscriber records as stipulated in F. above.
- I. The PSAP may make a reverse search of information in the Automatic Location Identification (ALI) database when, in the judgment of the representative of the PSAP, an immediate response to the location of the caller or to the location of another telephone number reported by the caller is necessary because of an apparent emergency.
1. The PSAP shall keep a record of each search and the circumstances requiring the search. The PSAP shall retain its records of each reverse search for at least three (3) years following the search.
 2. The PSAP shall disclose, upon inquiry by a customer, whether the customer's line information in the ALI database has been searched within the three (3) years prior to the inquiry. If the line has been searched, the PSAP shall disclose to the customer the information about the search in its possession.
 3. Reverse search shall not be used for criminal or legal investigations or other non-emergency purposes.
- J. It is understood and agreed that the E-911 Equipment provided by the County to the PSAP under this Agreement remains the property of the County and the PSAPs shall allow the removal of said equipment at the termination of this Agreement.

8. EXCISE TAX REVENUE DISTRIBUTION

The County shall levy the E-911 Excise Tax pursuant to Chapter 329, Laws of 1991, Washington State Legislature, and at a rate adequate to pay system operation charges and E-911 administration costs incurred by the County, and to provide for Excise Tax revenue distributions to the PSAPs subject to the following conditions, policies, and procedures:

- A. The County shall adopt such legislation as may be necessary to direct the investment of any monies in the E-911 Emergency Telephone System Fund (E-911 Fund) which are not required for immediate expenditure in securities legally permitted for investment under the provisions of the first paragraph of R.C.W. 36.29.020. The investment authority provided by this legislation shall not negate or affect the authority of the County to include the retained cash balance in the E-911 Fund as part of the residual treasury cash invested under the second paragraph of R.C.W. 36.29.020 as now or hereafter amended. All proceeds from investments under the first paragraph of R.C.W. 36.29.020 shall be retained by the County in the E-911 Fund to defray future costs of the System as stipulated herein; provided, the County is authorized and directed to charge and collect investment service fees as provided in R.C.W. 36.29.020.
- B. Excise Tax revenues collected and any interest which may accrue thereon shall be used first to purchase and maintain E-911 PSAP Equipment; second, to defray all costs of operation payable to the Telephone Companies as defined in the 911 tariffs and Service Agreements; third, to pay the costs incurred by the County to administer the E-911 Program, to provide for the risks to the County of the E-911 Program as determined by the King County agent responsible for risk management, and to pay the PSAPs' costs of naming the County as an additional insured under the requirements of Article 19 herein; fourth, to defray any costs associated with E-911 resulting from the consolidation of PSAPs; and fifth, to defray operational and/or equipment costs of the PSAPs directly attributable to and resulting from the operation of the System. Any revenues not expended as described above and any interest which may accrue thereon shall be retained by the County to defray any future costs of a County-wide Enhanced 911 emergency telephone system, including any costs of termination thereof.
- C. Any PSAP that deems that it has incurred or will incur costs that are attributable to the System may submit a written request to the County for a defrayal of those costs from Excise Tax revenues. Said written request shall include a complete itemization of those costs including: (1) a complete description of equipment purchased or to be purchased with a comprehensive statement of need for said equipment; a thorough explanation demonstrating that said need is resultant from the System; costs per unit or item of equipment; and total costs for said equipment. All costs submitted in said written requests for County subvention shall be derived through accepted accounting practices.
- D. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all requests for Excise Tax revenue funding and assign priorities to those requests on an item by item basis according to the policies and procedures stipulated herein. Allowable costs for Excise Tax revenue funding in priority order may include but are not necessarily limited to:
 1. Costs necessitated by a consolidation of PSAPs, including costs associated with the relocation and reinstallation of E-911 equipment, modifications to the database supporting selective routing and transfer, and other costs associated with the System.
 2. Equipment costs including costs of devices or components used for the functions of receiving, distributing, transferring, recording, producing statistical data about, or handling E-911 emergency calls; and/or costs of equipment used to support those functions; e.g., back-up emergency power devices required to support E-911 Equipment.

3. Other costs attributable to E-911.

- E. The E-911 Program Manager and the PSAP Committee will provide each PSAP submitting a written request with a written response either approving or disapproving said request or portions thereof within six (6) weeks following the receipt of the written request. Failure to respond within six (6) weeks shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied PSAP Excise Tax revenue distribution requests to the County immediately following the date of said written response by the E-911 Program Manager and PSAP Committee.
- F. Excise Tax revenue distributions granted to PSAPs through the processes defined herein shall be made within thirty (30) days of the receipt of an invoice or invoices by the County, or a voucher or vouchers for equipment received or services rendered. Said invoices or vouchers shall be reviewed and certified by the E-911 Program Manager for payment.
- G. The annual revenue distribution to the PSAPs shall be based on the number of access lines served by each PSAP. The number of access lines served by each PSAP shall be determined by US West in January of the year the revenue is to be distributed. The total amount of revenue to be distributed shall be determined by the E-911 Program Manager and approved by the PSAP Committee. 75% of the total amount shall be distributed to the Primary PSAPs and 25% shall be distributed to the secondary PSAPs. The revenue shall be distributed to the PSAPs on a quarterly basis.

The County in conjunction with the PSAP Committee as defined in Article 11 reserves the right to discontinue the distribution of Excise Tax revenues to any PSAP or PSAPs at any time if the affected PSAP or PSAPs fail substantially to comply with any of the terms of this Agreement provided the County notifies the affected PSAP in writing of the PSAP's failure to comply with the terms of this Agreement and the nature of that failure and provided the affected PSAP shall have thirty (30) days after such notice to correct said failure and notify the County in writing of said correction or the reasons for said failure and the PSAP's plans for correcting said failure including the time of correction. The PSAP Committee shall meet within five (5) business days following the thirty-day correction period provided above and review the PSAP's written response and actions taken and make a written recommendation to the County to continue or discontinue the distribution of Excise Tax revenue to the affected PSAP.

9. NETWORK CHARGES

The PSAP shall reimburse the County on a monthly basis for charges for messages transferred by that PSAP from the E-911 System over exchange facilities as billed to the County by the Telephone Companies according to filed tariff rates applicable from the E-911 Control Office to the point of termination of the transfer. These are toll or message unit charges for calls transferred off the E-911 network. Reimbursement of said charges shall be made within thirty (30) days of the receipt by the PSAP of a bill from the County. If these monthly charges are minimal, the County may choose to cover these costs for the PSAP.

10. ADDITION, DELETION, OR MOVEMENT OF PSAPS

Payment for the addition or movement of a PSAP or PSAP equipment, including E-911 equipment, made after the initial installation of the E-911 System that does not result from a consolidation shall be the responsibility of that PSAP. Such payment shall be in an amount equal to the actual costs billed to the County by the Telephone Companies for effecting a relocation of a PSAP or PSAP equipment and shall also include any costs associated with canceling or terminating any contracts. Relocation of a PSAP or PSAP equipment shall be arranged by the PSAP with the Telephone Companies. If addition or movement

of a PSAP affects the routing of E-911 calls, changes to the database and/or MSAG shall be charged to said PSAP on a cost per conversion basis as billed by the Telephone Companies to the County.

The PSAP may request reimbursement from the County for the costs directly due to moving the E-911 equipment according to the following procedures:

1. The PSAP shall request County subvention of such cost in writing not less than ninety (90) days prior to the scheduled move of E-911 equipment.
2. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all written requests for the subvention of E-911 equipment move costs and provide each PSAP submitting such a request with a written response either approving or disapproving said request or portions thereof within thirty (30) days of the submission of said request. Failure to respond within thirty (30) days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.
3. Vouchers or invoices for E-911 equipment move costs approved for County subvention shall be submitted to the County by the PSAP within fifteen (15) days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph 2. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distribution defined in Article 8, Paragraphs B. and C.

11. SYSTEM MANAGEMENT

- A. The County shall appoint an E-911 Program Manager to coordinate and manage the operation and maintenance of the System. The County shall notify the PSAP of said appointment by the date of this Agreement and immediately upon any change in said appointment thereafter.
- B. A PSAP Committee shall stand throughout the term of this Agreement. The PSAP Committee shall be chaired by the E-911 Program Manager appointed by the County under this Article and shall be composed of one representative appointed by each PSAP. The PSAP Committee shall make recommendations to the County regarding the operation and management of the System including the resolution of disputes arising among PSAPs with respect to this Agreement and the distribution of E-911 Excise Tax revenues under Articles 4, 8, and 19 herein.
- C. The County reserves the right to final judgment regarding E-911 System Management.

12. ACCESS TO PSAP

The County and the Telephone Companies and their subcontractors shall at any reasonable time be provided access by the PSAP to premises where the E-911 equipment is located. This access shall be for the purposes of installing, inspecting, testing, and repairing equipment provided by the County under the terms of this Agreement and for removing E-911 equipment provided by the County.

13. VENDOR LIAISON

Only designated representatives of PSAPs participating in the System under this Agreement may request System maintenance from the Telephone Companies. The PSAP shall not request alterations, additions, or deletions in or to the service provided hereunder, except upon the prior written consent of the E-911 Program Manager. The PSAP agrees that the Telephone Companies shall not be responsible for the resolution of disputes regarding the use of the System which may arise among participating or non-

participating jurisdictions, municipalities and agencies.

14. MAINTENANCE

- A. The County shall provide preventative and remedial maintenance for the System.
- B. The PSAP shall identify the individual(s) to be responsible for reporting equipment or System failures. Said individual(s) shall promptly notify US West's designated agent of the time of failure and record said time as well as the time of arrival of maintenance personnel and the time of equipment restoration.

15. TRAINING

- A. The County shall provide training as procured from US West to the PSAP as follows:
 - 1. Operational training shall include instructional materials and classroom and/or on-the-job training covering the use of E-911 equipment for PSAP personnel designated by the PSAP to the County and employed at the time of new E-911 equipment installation.
 - 2. Maintenance training will be included in the operational training.
 - 3. The County shall provide as procured from US West one (1) copy of all appropriate and applicable operational manuals for each PSAP.
 - 5. All training by US West subsequent to new E-911 equipment installation shall be negotiated by the PSAP and US West.
- B. Except as specified in this Article, the PSAP shall train appropriate PSAP personnel on the operation of E-911 equipment, call-answering protocol, and database maintenance. Said training is not the responsibility of the County.

16. DOCUMENTATION

- A. US West and the County shall provide without charge to the PSAP all current and future System documentation required by the PSAP for database preparation and PSAP operations and maintenance as described in this Agreement.
- B. All System documentation provided to the PSAP under this Agreement may be reproduced by the PSAP, provided that such reproduction is solely for the internal use of the PSAP and further provided that no charge other than a printing or duplicating charge is made to anyone for such reproductions.

17. ATTACHMENTS

- A. The PSAP may, with the prior written consent of the County and US West, which consent shall not be unreasonably withheld, attach features, or devices of other vendors to the E-911 equipment provided by US West. US West's consent will be based upon a determination by US West that said attachments will not degrade System performance as defined in the 911 tariffs. The County's consent will be based on US West's consent, and if necessary, US West will conduct an in-depth study to determine whether said attachments degrade the System.

- B. When any attachments are made to the equipment, unless such attachments are consented to by US West and the County:
 - 1. US West and the County shall not be held responsible for defects in System Software or Documentation if such defects are caused by or result directly or indirectly from said attachments;
 - 2. US West and the County shall not be liable for any performance degradation of the E-911 equipment caused by or resulting directly or indirectly from said attachments;
 - 3. US West and the County will not be responsible for the proper or efficient operation of any System Software or Documentation affected directly or indirectly by said attachments.
 - 4. Resultant repair calls and E-911 equipment damages will be charged to the PSAP on a time and materials basis if said attachments cause any E-911 equipment to malfunction.
- C. US West shall not be responsible for maintenance of any attachments unless provided by US West.
- D. If at any time after installation, it becomes apparent that an attachment degrades System performance, US West or the County may require removal of said attachment.

18. LIABILITY

- A. The word "fault" as used throughout this article shall have the meaning ascribed to it in RCW 4.22.015 as of the date of the Service Agreements.
- B.
 - 1. The PSAP agrees to defend, protect, and save the County, its elected and appointed officials, employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorneys' fees, and the cost of defense thereof, including reasonable attorneys' fees, arising out of the PSAPs's sole fault with respect to the subject matter of this Agreement.
 - 2. The County agrees to defend, protect, and save the PSAP, its directors, its elected and appointed officials, and its employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorneys' fees, and the cost of defense thereof, including reasonable attorneys' fees, arising out of the County's sole fault with respect to the subject matter of this Agreement.
 - 3. Each party shall be responsible for any liability for damages or injuries to its own employees or its own property as are caused by the concurrent or joint fault of the parties or due to causes arising out of the subject matter of this Agreement which cannot be traced to the sole fault of one party.
- C. To the extent necessary to carry out the foregoing three sentences of section 18.B., the County and the PSAP expressly waive to each other only, any immunity they may have under the Washington State Industrial Insurance Act, RCW Title 51. The parties also expressly waive any rights to contribution they may otherwise have had under the Product Liability and Tort Reform Act of 1981, RCW 4.22, to the extent that statutes provisions are inconsistent with subsection 18.B.3 above.

- D. In the event the parties agree that one party shall defend the other party pursuant to section 18.B above, the defending party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event either party agrees to defend, protect, and save the other harmless, the defending party shall be empowered to settle or compromise the claims, demand, or cause of action, and the defended party shall not interfere therewith.
- E. In the case of liability for damages or injuries to persons other than employees of any party and in the case of liability for damages or injuries to property not belonging to either party, when the damages or injuries are due to causes arising out of the subject matter of this Agreement which cannot be traced to the sole fault of one party, the County and the PSAP shall be responsible for such damages or injuries in proportion to their respective shares of the fault, or equally if the parties' proportionate shares of fault cannot be determined.
- F. All claims for damages arising hereunder or under the 911 Tariffs or Service Agreements that are asserted against or affect both parties hereto due to their concurrent or joint fault or the possibility of their concurrent or joint fault shall be dealt with by the parties hereto jointly. No settlement as to any aspect of any claim under section 18.E may be reached with third parties except with the joint agreement of the County and the PSAP, and any purported unilateral settlement with third parties shall not be binding between the County and the PSAP. In the case of claims defended jointly by the parties under section 18.E, each party shall have the right to select its own legal counsel, and neither shall control the other's selection. In the event liability to a third party is established by a final judgment pursuant to section 18.E, the parties hereto shall contribute to any such judgment on the basis of their proportionate fault without regard to any other provisions of this Agreement outside of this article. Proportionate fault, as used herein, shall be determined by negotiations between the parties, and if an agreement cannot be reached, shall be determined as provided in Article 20 herein. In no event shall either party seek to have the proportionate fault adjudicated during the trial of the claim for damages or injuries asserted by the third party, nor shall any adjudication of proportionate fault made at trial or in any judicial proceeding involving a third party claimant be binding between the PSAP and the County.
- G. The PSAP agrees that it may be joined and has the right to join in any suit or claim wherein the County or the Telephone Companies or the Telephone Companies' subcontractors are affected or named as a party or parties, provided, however, that this joinder provision shall apply only when the claim or suit arises out of, is related to, or involves the subject matter of this Agreement or the PSAP's usual functions and duties as a public safety emergency call answering/dispatch agency. The County agrees that it may be joined and has the right to join in any suit or claim wherein the PSAP is affected or named as a party, provided, however, that this joinder provision shall apply only when the claim or suit arises out of, is related to, or involves the subject matter of this Agreement.
- H. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all statutory costs and reasonable attorneys' fees.
- I. This liability clause shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person legal entity other than the parties to this Contract.

19. LIABILITY INSURANCE

Prior to execution of this Agreement, the PSAP shall provide to the County evidence of general liability insurance with limits not less than one million dollars (\$1,000,000). Such evidence shall be in the form

of a duly signed County or Insurance Industry Standard Certificate of Insurance form, substantially in the form provided herein as Exhibit 5, except that PSAPs which are self-insured shall provide to the County a written statement signed by the person authorized to sign this Agreement indicating the PSAP is self-insured. The liability insurance policy shall name King County as an additional insured with respect to the liabilities and obligations assumed by the PSAP under Articles 7.A and 18 of this Agreement. The PSAP shall procure or maintain, under this paragraph, sufficient and appropriate insurance to cover the liabilities and obligations assumed by the PSAP under Article 18 of this Agreement. The insurance referred to in this paragraph shall be maintained in full force and effect throughout the term of this Agreement, and shall be primary to any other valid and collectible insurance.

The County shall use E-911 Excise Tax revenues to pay or reimburse the PSAP for the cost of naming the County as an additional insured on the PSAP's liability insurance policy and such payment or reimbursement shall be made according to the following procedures:

- A. The PSAP shall request County payment of such costs in writing not less than ninety (90) days prior to the procurement of said insurance policy.
- B. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all written requests for the subvention of liability insurance costs and provide each PSAP submitting such a request with a written response either approving or disapproving said request or portions thereof within thirty (30) days of the submission of said request. Failure to respond within thirty (30) days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.
- C. Vouchers or invoices for liability insurance costs approved for County subvention shall be submitted to the County by the PSAP within fifteen (15) days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph 2. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distribution defined in Article 8, Paragraphs B. and C.

20. **ARBITRATION**

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

2. The Dispute Resolution Group shall convene no later than twelve (12) calendar days following the original notification of the existence of a dispute and shall meet during the subsequent seven (7) days to resolve the dispute.
3. In the event the Dispute Resolution Group fails to resolve the dispute within seven (7) calendar days after convening, then such dispute arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration in Seattle, Washington, by three arbitrators in accordance with the rules of the American Arbitration Association or as otherwise agreed to by the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

21. **INDEPENDENT STATUS OF PARTIES**

Both parties hereto, in the performance of this Agreement will act in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another.

22. **DELEGATION AND ASSIGNMENT**

The PSAP shall not delegate its responsibilities under this Agreement nor shall any use of equipment provided by the Telephone Companies or the County hereunder be assigned, sublet or transferred by the PSAP without the prior written consent of the County, which consent shall not be unreasonably withheld.

23. **GENERAL PROVISIONS**

- A. This Agreement supersedes any prior agreement between the parties relating to the same subject matter and there are no contemporaneous verbal agreements between the parties relating to the same subject matter. This Agreement may not be altered or modified in any way unless the modification is reduced to writing and signed by both parties.
- B. Any termination of this Agreement shall not terminate any duty of either party incurred prior to such termination.
- C. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.
- D. The County and the PSAP agree in all their employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, nationality, sex, age marital status, sexual orientation, or the presence of any mental, physical or sensory handicap, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.
- E. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- F. PSAP records and documents with respect to the distribution of E-911 Excise Tax revenues shall be available and subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County and/or Federal/State officials so authorized by law, rule, regulation, or contract during the performance of this Agreement and seven (7) years after termination hereof.

The PSAP shall maintain printed records of E-911 calls produced by the Call Detail Recorder provided by the County for a minimum of sixty (60) days.

- G. This Agreement shall be governed by, subject to, and construed according to the Constitution and laws of the State of Washington and the Charter and Ordinances of King County and shall be subject to the applicable rules and regulations of the Washington Utilities and Transportation Commission.
- H. All notices provided for in this Agreement shall be in writing addressed to the appropriate party to its representative designated below or in Exhibit 2, at the respective address set forth or to such other address or representative as is specified by notice provided:

County
Marlys R. Davis
E-911 Program Manager
1901 Smith Tower
506 Second Avenue
Seattle, Washington 98104

PSAPs
See Exhibit 2

- I. Article headings are included in this Agreement for convenience only and are not to be deemed to be a part of this Agreement.
- J. Time is of the essence in this Agreement.

24. EXHIBITS

The following exhibits are attached and incorporated by reference into this Agreement:

- A. Exhibit 1 - 911 Tariffs and Service Agreements
- B. Exhibit 2 - Public Safety Answering Points
- C. Exhibit 3 - Operational Standards
- D. Exhibit 4 - Operating Procedures and Protocols
- E. Exhibit 5 - Certificate of Insurance

Both parties, through their authorized agents, having read and understood the above Agreement, and intending to be bound by it, the authorized agents of the participant and the County sign below this _____ day of _____, 1994.

KING COUNTY

PARTICIPANT (PSAP)

By: _____

By: _____

Title: King County Executive

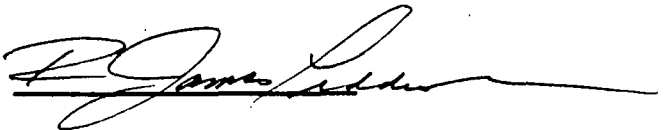
Title: _____

Approved as to form this _____ day of _____, 1994.

Approved as to form this _____ day of _____, 1994.

King County Prosecuting Attorney

By: _____

By: 

Title: Deputy Prosecuting Attorney

Title: Attorney for Participant

Attest:

Fred Stephens, Director, King County
Department of Executive Administration

Date: _____

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

I. DESCRIPTION

- A. 911 Emergency Communication System is a telephone exchange service whereby a Public Safety Answering Point (PSAP) designated by the 911 customer may receive calls dialed to the telephone number 911.
- B. 911 Service provides for routing all 911 calls originated by a telephone with given central office prefix codes to a single PSAP via the switched network to dedicated or non-dedicated access lines. The choice of the service arrangement is the 911 customer's, subject to availability of facilities.
- C. The 911 Code feature permits the public to dial 911 and have the central office route the call to a PSAP.
- D. The dedicated access line option provides a circuit from the Originating End Office to the PSAP which may incorporate the following features, operating conditions permitting:

1. Forced Disconnect

Enables a PSAP attendant to terminate, at any time, an existing 911 call regardless of the action of the calling party. Forced disconnect prevents the dedicated facilities (lines or trunks) to the PSAP from being tied up by calling parties who remain off-hook. After the PSAP attendant releases from a 911 call, the dedicated 911 trunk or line facility to the PSAP is automatically released and made available for other 911 calls. Forced disconnect may be used to disconnect any established 911 call connection to a PSAP.

Advice No. 2335T
Issued: October 28, 1992
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

BY AUTH. OF ORDER OF WASH. UTILITIES & TRANSPORTATION COMM., DOCKET NO. *UT-921248*

Effective: ~~December 1, 1992~~

November 5, 1992

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

I. DESCRIPTION

D. - (Cont'd)

2. Idle Tone

A reorder tone at 120 interrupts per minute is a tone that is given to alert the Public Safety Answering Point (PSAP) attendant that the originating party has gone on-hook after the 911 call was established to the PSAP but before the PSAP attendant answered the phone. This feature allows the PSAP attendant to distinguish between calls that are abandoned before they are answered and calls where the calling party is unable to speak for some reason.

3. Switchhook Status

This is a feature which automatically provides a visual indication of the switchhook status of the originating station after the PSAP attendant answers the call. It provides the visual indications, in connection with the 911 customer's terminal equipment, to allow the PSAP attendant to know whether a 911 call put on hold is still on hold or has disconnected. Additionally, a control circuit is required in connection with the 911 customer provided visual lamp indicator.

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Original Sheet 81-3

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

I. DESCRIPTION

D. - (Cont'd)

4. Called Party Hold

Allows the Public Safety Answering Point (PSAP) attendant to hold the connection established for a station from which a 911 call was originated, regardless of calling party actions. Called party hold enables the call to be traced to determine the calling party location. Actions by the calling party will not affect the connection being held. The connection is held until the PSAP attendant releases the call or until trunk time-out. Activation of ringback will restart the timing.

5. Emergency Ringback

Allows the PSAP attendant to ring back a calling station whether the station is on or off-hook.

- E. Features other than those described in I. DESCRIPTION preceding, may be provided on an individual case basis, under the terms and conditions of a written contract.
- F. The non-dedicated access line option forwards the call from an Originating End Office over the message network to the PSAP. No additional features are available with this option.
- G. Company or 911 customer provided equipment may be furnished to terminate 911 facilities at any PSAP.

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Original Sheet 81-4

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

I. DESCRIPTION - (Cont'd)

H. When 911 customer-provided terminal equipment is used at a Public Safety Answering Point (PSAP), it will be furnished in accordance with the General Regulations set forth in other Schedules of the Company and must comply with the Federal Communications Commission Rules and Regulations, CFR Part 68 (see Rule and Regulation 13, 911 Customer Provided Equipment, of this tariff). When 911 customer provided terminal equipment is used, it must be compatible with the technical requirements and features of 911 Service, i.e., lines must be loop start.

II. DEFINITIONS

911 Customer - A municipality, state or local governmental unit, or an authorized agent of one or more of these units to whom authority has been lawfully delegated. The 911 customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to emergency calls.

911 Service Area - The geographic area that contains the Serving Central Office and Originating End Offices in which the 911 customer will have the capability to respond to all 911 calls and initiate appropriate responses. InterLATA facilities will be provided by the carrier chosen by the 911 customer.

Called Party Hold (CPH) - A feature of 911 Service that enables a PSAP attendant to retain control of an incoming 911 call connection even if the calling party hangs up.

Emergency Ringback - A feature that allows the PSAP attendant to call or ring the line of an incoming 911 call that appears to have gone on hook (hung up). CPH is required for this feature.

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

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

II. DEFINITIONS - (Cont'd)

Idle Tone Application - A feature that allows the Public Safety Answering Point (PSAP) attendant to distinguish between calls abandoned before they are answered and instances in which the calling party is unable to speak for some reason. If the call is abandoned, a distinct tone is heard. If the caller is still on the line but unable to speak, no tone is heard.

Meet Point - A predetermined point in the provision of a circuit, between two or more operating companies, i.e., where the Company provides a portion of the facilities to a point and another telephone company continues the facilities in order to provide end-to-end service to a 911 customer.

Originating End Office - A central office that serves the caller originating a 911 call.

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

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

Switchhook Status - A feature that provides the PSAP attendant audible and visual signals indicating whether a 911 call put on hold is still on hold or has disconnected.

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

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

III. CONDITIONS

- A. The 911 customer may be a municipality or other state or local government unit, or an authorized agent of one or more of these units. The 911 customer must be legally authorized to subscribe to the service and respond to public emergency calls from the central office service areas arranged for 911 calling.
- B. If Company facilities are not available to provide 911 Service, modifications may be made to our facilities as necessary on an individual case basis. The actual cost of these modifications will be charged to the 911 customer in addition to the filed rates in this tariff.
- C. In a dedicated access line arrangement, the 911 customer will be required to purchase exchange lines from the Originating End Office to the Public Safety Answering Point (PSAP) and when necessary, applicable mileage rates (as shown in paragraph IV. RATES A.4.a., following) from the Originating End Office to the Serving Central Office, to allow the direct routing of end office calls over those lines.

For the non-dedicated access line option, the 911 customer must purchase exchange lines from the Serving Central Office, as noted below, for receipt of calls forwarded from each remote end office.

1. A combination of dedicated and non-dedicated lines may be provided to one PSAP, operating conditions permitting, but only one option is available per Originating End Office.
2. The 911 customer must subscribe to enough lines at the PSAP to receive 911 calls on lines other than its administrative lines. In no case shall there be less than two 911 lines per Originating End Office.

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Effective: ~~December 1, 1992~~
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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

III. CONDITIONS - (Cont'd)

- D. All general Rules and Regulations contained in this tariff apply, as appropriate, to the provision of 911 Emergency Service.
- E. 911 are the only digits which may be used as an abbreviated emergency telephone number.
- F. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies may subscribe to other telephone service as provided in this and other tariffs of the Company.
- G. The service is furnished to the 911 customer for the purpose of receiving reports of a public safety nature from the public.
- H. 911 Service is classified as business service and is arranged for one-way incoming service to the appropriate Public Safety Answering Point (PSAP).
- I. 911 Service will not be suspended or disconnected for non-payment without a ninety day written notification to the 911 customer and the Company.

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

III. CONDITIONS - (Cont'd)

- J. The Company does not answer and forward 911 calls, but furnishes the use of its facilities to enable the 911 customer's personnel to respond to such calls.
- K. The Company shall not be responsible for providing 911 Service to less than an entire central office.
- L. The rates charged for 911 Transport Service includes normal Public Switched Telephone Network monitoring of facilities to discover errors, defects, and malfunctions in the network, but do not include any additional monitoring. If available, at the request of the 911 customer, the Company will provide additional inspection and monitoring of facilities for an additional charge. The 911 customer and the Company shall promptly notify each other in the event the system is not functioning properly.
- M. In any central office where 911 Service has been activated, the Company will provide the same level of reliability and quality as it provides for all other telephone services in that central office.
- N. For liability terms and conditions, see Rule and Regulation 3, Liability of the Company, and E911 tariff, III. CONDITIONS, L., M. and N., following.

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

III. CONDITIONS - (Cont'd)

- O. The 911 customer will make arrangements to relay or transfer all 911 calls that originate from telephones served by central offices in the 911 Service Area whether or not the calling telephone is situated on property within the geographical boundaries of the 911 customer's public safety jurisdiction. The Company will provide the 911 customer with central office boundary identifications and make a good faith effort to notify 911 customers of changes.
- P. Application for 911 Service must be executed in writing by each 911 customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the 911 customer.
- Q. The 911 customer must furnish the Company its agreement in writing to the following terms and conditions.
 - 1. All 911 calls will be answered on a twenty-four hour day, seven-day week, fifty-two weeks per year basis.
 - 2. The 911 customer will process all calls that are received from the central office whether or not the calling party is outside the answering 911 customer's jurisdiction.
 - 3. The 911 customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the Public Safety Answering Point by calling parties. Furthermore, a written assurance is required from all agencies indicating their concurrence in the arrangement.

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

III. CONDITIONS

Q. - (Cont'd)

4. The 911 customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
 5. The 911 customer will provide telephone equipment with a capacity adequate to handle the number of incoming 911 lines.
 6. The 911 customer will maintain an adequate number of circuits to handle the traffic volume.
- R. The calling party will not be charged for calls placed to the 911 number. Any appropriate toll charges associated with 911 calls will be billed to the 911 customer.
- S. Neither the calling party nor the 911 customer is billed for message unit charges associated with measured service or calls placed from a coin phone.
- T. When Switched to Non-dedicated Access Line Originating End Office Emergency Call Forwarding is requested, it will be provided by central office translation services when available. If translation services are not available, central office diverting equipment will be substituted, provided that particular central office is able to accommodate that equipment.
- U. It is the 911 customer's obligation to assure that any 911 customer provided terminal equipment is compatible with 911 Service and features.

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

III. CONDITIONS - (Cont'd)

- V. Trunk conditioning charges may apply under certain circumstances. For example, if there is a Public Safety Answering Point (PSAP) installed to back up the primary PSAP, the charges could apply, on an individual case basis.
- W. The Company will provide one type of 911 service per central office, either basic or enhanced, but not both.

IV. RATES

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
A. 911 Transport Dedicated			
1. 911 Business Line from Originating End Office to PSAP	91L	[1]	[1]
2. Basic 911 Code Recognition End Office trunk termination, per line (includes basic features)[2]	98H	ICB	\$12.38
3. Automatic Number Identification, per trunk[2,3]	D98	\$827.99	16.83

[1] Apply same rates and charges for simple flat business as shown in Schedule 1.

[2] Can have Basic with features or ANI, but not both. This charge is in addition to the 911 Business Line.

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

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SCHEDULE 81
 911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

IV. RATES

A. 911 Transport Dedicated - (Cont'd)

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

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

IV. RATES

A. 911 Transport Dedicated

4. Transport Mileage - (Cont'd)

	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
b. USWC charges for other connecting Company exchanges[1,2,3]		
(1) from Originating End Office to Meet Point	[4]	[4]
(2) from Meet Point to the Public Safety Answering Point Serving Central Office	[5]	[5]
5. Originating End Office 911 Code Translation, per End Office	ICB	ICB

- [1] The monthly mileage rates apply to the airline distance measured between the central offices through which the service is provided.
[2] See Schedule 5, Extension Service.
[3] Suburban mileage applies where applicable to business service. See Schedule 7.
[4] Apply same rates and charges for 911 Code Recognition and fixed transport mileage per mileage band, and if requested, rates and charges for Automatic Number Identification.
[5] Apply same rates and charges for 911 business line and fixed transport mileage per mileage band.

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

(N)

BASIC UNIVERSAL EMERGENCY NUMBER SERVICE (BASIC 911)

IV. RATES - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
B. 911 Transport Non-dedicated[1]			
1. Originating End Office Emergency Call Forwarding	9R1[2]	[2]	[2]
2. Originating End Office 911 Code Translation, per End Office	E99++	ICB	ICB

[1] One exchange line is required at the Public Safety Answering Point for each Originating End Office Emergency Call Forwarding feature to allow answering of calls forwarded.

[2] Apply same rates and charges as shown in Schedule 33, Market Expansion Line Service. The USOC 9R1 has no rate and is used for internal tracking purposes only.

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

I. DESCRIPTION

Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 (E911) Service, is a communication service whereby one or more Public Safety Answering Points (PSAPs) designated by the E911 customer may receive telephone calls dialed to the telephone number 911. E911 Service includes network facilities necessary for the answering, transferring, and forced disconnect of emergency 911 calls originated by persons within the serving area.

II. DEFINITIONS

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

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

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

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

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

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

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

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

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

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

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

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

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

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

(N)

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

(N)

(K)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

Private Switch/Automatic Location Identification (PS/ALI) (N)

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

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

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

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

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

(M) Material formerly appeared on Sheet 81-18.

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

II. DEFINITIONS - (Cont'd)

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

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

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

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

III. CONDITIONS

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

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Original Sheet 81-20

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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Original Sheet 81-28

SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS - (Cont'd)

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

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

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

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

SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

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

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

(N)

(N)

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

III. CONDITIONS

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

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

(N)

(N)

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

A. General

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

A. General - (Cont'd)

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

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SCHEDULE 81
 EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

B. 911 Transport Service - (Cont'd)

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

C. Service Features

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

C. Service Features - (Cont'd)

	<u>USOC</u>	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>
5. Automatic Number Identification			
- per trunk[1]	D98	\$827.99	\$16.83
6. Tandem (non-SR) (USWC and non-USWC)			
- per 100 access lines[2]	E8M	27.69	.23
- per "in" trunk	TX81X	511.26	33.16
- per "out" trunk	TX80X	324.17	36.90

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

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

C. Service Features - (Cont'd)

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

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

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

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

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SCHEDULE 81
EMERGENCY COMMUNICATION SYSTEM

(N)

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

C. Service Features - (Cont'd)

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

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

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

SCHEDULE 81
 911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

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

(N)

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

(N)

(K)

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

(N)

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

(N)

(K)

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

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

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

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

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SCHEDULE 81
911 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES

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

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

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R-3884

Original Sheet 81-42

SCHEDULE 81
 EMERGENCY COMMUNICATION SYSTEM

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

IV. RATES AND CHARGES - (Cont'd)

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

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

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

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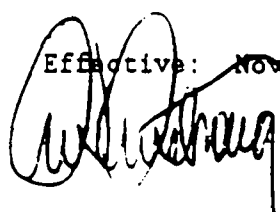
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(N)

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By A. W. Armstrong, Regional Vice President

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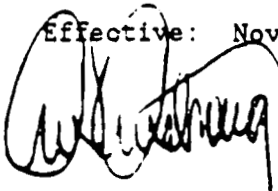
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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

I. DESCRIPTION

(N)

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

II. RATES

A. RATES

	Monthly Rate	Non-Recurring Charge
1. Code Recognition	\$46.36	\$0.00
2. 9-1-1 Service Line	16.92	Sheet 341
3. 9-1-1 Transport -	4.45	0.00
4. 9-1-1 Transport Termination	0.00	0.00
5. Features		
-Ring Back, etc.	0.00	0.00
6. ANI	0.00	0.00
7. ALI		
a. Database Administration	238.58	0.00
PLUS		
b. ALI Database	.0513	1.0778
8. Subscriber Line Data	.0513	1.0778
a. Database Administration	238.58	0.00
PLUS		
b. Subscriber Line Database	.0513	1.0778
9. Subscriber Line Data Receipt	.0475	.4665
10. ALI Storage/Retrieval	ICB	ICB
11. Selective Routing		
a. Databased Administration	7.58	2,147.13
b. Selective Router Database	.00520	.13610
c. Hardware	1,737.14	16,033.70
d. Selective Routing Termination	51.68	181.43

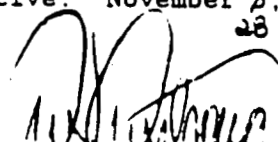
The above rates apply for facilities and services provided within the territory served by GTE Northwest Incorporated. Connecting telephone company rates apply for these facilities and services when provisioned by another company.

NOTE: EXAMPLES OF RATE APPLICATIONS BEGIN ON SHEET 581.7. THESE SHEETS IDENTIFY THE INCREMENTS IN WHICH THE ABOVE RATE ELEMENTS APPLY (I.E., PER CENTRAL OFFICE, PER LINE, PER RECORD, PER TERMINATION, ETC.)

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

III. DEFINITIONS

A. 9-1-1

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

B. 9-1-1- ANI-ONLY SERVICE

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

C. 9-1-1 BASIC SERVICE

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

D. 9-1-1 ENHANCED SERVICE

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

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

III. DEFINITIONS (Continued)

E. 9-1-1 SERVICE AREA

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

F. 9-1-1 SERVICE LINE

A facility connecting a PSAP to its serving Central Office.

G. 9-1-1 TRANSPORT

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

H. 9-1-1 TRANSPORT TERMINATION

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

I. ALTERNATE ROUTING

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

J. AUTOMATIC LOCATION IDENTIFICATION (ALI)

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

K. AUTOMATIC LOCATION IDENTIFICATION RECORDS

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

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

III. DEFINITIONS (Continued)

L. AUTOMATIC LOCATION IDENTIFICATION STORAGE/RETRIEVAL

Equipment and software used to store and retrieve ALI Records.

M. AUTOMATIC NUMBER IDENTIFICATION (ANI)

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

N. CALLED PARTY HOLD

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

O. CALL TRANSFER

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

P. CALLER

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

Q. CENTRAL OFFICE (CO)

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

R. CODE RECOGNITION

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

S. CUSTOMER

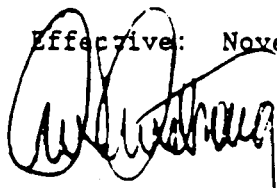
Governmental unit or other entity authorized to receive and process 9-1-1 calls.

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

III. DEFINITIONS (Continued)

T. CUSTOMER PREMISES EQUIPMENT (CPE)

Terminal equipment at the PSAP.

U. DATA BASE

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

V. DATA MANAGEMENT SYSTEM (DMS)

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

W. DEDICATED CIRCUIT

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

X. DEFAULT ROUTING

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

Y. DIAL TONE FIRST

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

Z. DIVERSE ROUTING

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

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

III. DEFINITIONS (Continued)

aa. EMERGENCY SERVICE NUMBER (ESN)

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

bb. EMERGENCY SERVICE ZONE (ESZ)

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

cc. END OFFICE

A central office which receives originating 9-1-1 calls. Also see Central Office.

dd. ENHANCED 9-1-1

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

ee. EXCHANGE

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

ff. FIXED TRANSFER

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

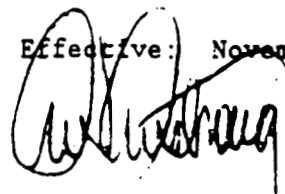
gg. FORCED DISCONNECT

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

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

III. DEFINITIONS (Continued)

hh. INTERCONNECT

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

ii. MASTER STREET ADDRESS GUIDE (MSAG)

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

jj. NON-LISTED SERVICE

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

kk. NON-PUBLISHED SERVICE

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

ll. NON-SELECTIVE ROUTING

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

mm. NXX

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

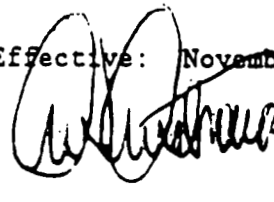
nn. P.01 GRADE OF SERVICE

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

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

III. DEFINITIONS (Continued)

oo. PSAP ATTENDANT

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

pp. PUBLIC SAFETY ANSWERING POINT (PSAP)

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

qq. PUBLIC SWITCHED TELEPHONE NETWORK (PSTN)

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

rr. REVERSE SEARCH

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

ss. RING BACK

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

tt. SELECTIVE ROUTING

The capability of routing a 9-1-1 call to a designated PSAP based upon the location stored in a selective routing table based upon information stored in the ALI Record.

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

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III. DEFINITIONS (Continued)

uu. SELECTIVE TRANSFER

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

vv. SERVING CENTRAL OFFICE

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

ww. SUBSCRIBER

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

xx. SUBSCRIBER LINE DATA

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

yy. SUBSCRIBER LINE DATA RECEIPT

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

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

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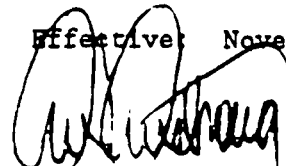
IV. CONDITIONS

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

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9-1-1 EMERGENCY TELEPHONE SERVICE

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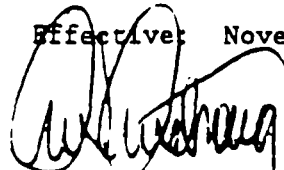
IV. CONDITIONS (Continued)

- K. Rates charged for 9-1-1 Service include normal public switch dedicated network monitoring of facilities to discover errors, defects and malfunctions in the network, but do not include any additional monitoring. If available, the Company may provide additional inspection and monitoring of facilities for an additional charge upon customer request..
- L. Options for diversity will be reviewed at the time of system design, and also at the annual anniversary of system turn up. The actual level of diversity will be a joint decision between the Company and the customer. Additional charges may apply under Special Construction or Individual Case Basis (ICB).
- M. The company may begin Master Street Address Guide (MSAG) preparation upon application from the customer with assurance that: 1) 90% of the access lines associated with the proposed Enhanced 9-1-1 system have standard service addressing (i.e., house numbers, street names, and postal communities), 2) a plan to resolve the remaining 10% has been determined.
- N. The Company will build and maintain the MSAG file in concert with the customer utilizing standard service addresses (i.e. house numbers, street names, and postal communities).
- O. The rates and charges for 9-1-1 Service elements are based upon utilizing standard service addresses (i.e. house numbers, street names, and postal communities) in populating the DMS (Data Management System). Addressing not in this format will be negotiated with the Company.

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9-1-1 EMERGENCY TELEPHONE SERVICE

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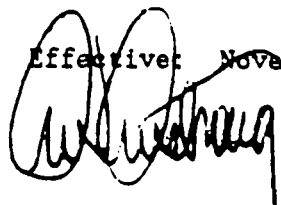
IV. CONDITIONS (Continued)

- P. Routine MSAG changes will be made within two business days of receipt. Special large changes and annexations may require more than two business days. Charges for customer-initiated changes and rearrangements affecting the subscriber's service address and ALI database records (e.g., street name and number changes, emergency services zone and name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates, will be based upon the actual cost for such changes and rearrangements. In such cases a valid comparative listing of changes must be supplied by the customer providing direct and individual references to existing designations.
- Q. The Company will provide a range of Emergency Service Numbers (ESN) that would be available for assignment by the customer.
- R. The Company that maintains the MSAG file will, upon request, provide an updated file to the customer and other participating telephone companies, not to exceed quarterly updates.
- S. The maintenance of the ALI database, as well as the 9-1-1 call routing database, for those telephone accounts that work in location outside of their normal central office serving territory will require special procedures. Telephone lines terminated in locations outside of their central office territory (e.g., foreign exchange, interoffice services) may not provide normal 9-1-1 routing or ALI records. The Company and customer will jointly determine how this will be handled.
- T. The 9-1-1 customer will process all calls 24 hours per day, 7 days per week, 52 weeks per year, that come in from the Central Office whether or not it is outside the answering 9-1-1 customer's (9-1-1 providers) jurisdiction.
- U. The 9-1-1 Service is not a replacement for a telephone number of the PSAP. The PSAP will have, at a minimum, at least one 7-digit unlisted, and one listed number available 24 hours a day for a total of two 7-digit numbers.

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IV. CONDITIONS (Continued)

- V. Customer will make application for 9-1-1 Service in writing. The customer or agent for the customer must provide satisfactory proof of appointment. 9-1-1 jurisdictional disputes and resolutions are between the parties and not the Company.
- W. A PSAP's use of reverse search of information about lines from which 9-1-1 calls have been placed is limited to calls in which the connection has been lost.
- Reverse search shall not be used for criminal or legal investigations or other non-emergency purposes.
- X. All 9-1-1 customers must purchase 9-1-1 service elements contained within the tariff sufficient to maintain P.01 grade of service. A minimum of two circuits is required between each central office and the serving central office and/or the end office and the 9-1-1 control office. This requirement may be waived by the Company when an end office is a remotely controlled switch.
- Y. Prior to dispatch the 9-1-1 PSAP attendant dispatcher will attempt to obtain the location of the incident from the caller. The address information maintained by the Company may not be the actual location of the caller's need.
- Z. CPE must be compatible with the service and interface standards of the Company. Upon request the Company will make available standards for interface with CPE.
- aa. The CPE must be compatible with the service furnished by the Company.
- bb. The Company or customer shall notify the other in the event the system is not functioning properly.
- cc. Company obligations for 9-1-1 Service may be further defined with each customer. Provisioning of 9-1-1 Service will conform to state and federal rules and regulations.
- dd. When a customer requests services not covered by this tariff, rates from another appropriate tariff of the Company shall apply. If no such tariff exists, the services may be provided on an individual case basis (ICB) where facilities and operating conditions permit.

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9-1-1 EMERGENCY TELEPHONE SERVICE

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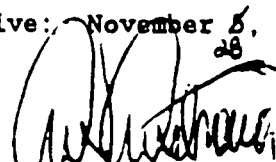
V. LIABILITIES

- A. A telecommunications company providing emergency communications systems or services or a business or individual providing data base information to emergency communication system personnel shall not be liable for civil damages caused by an act or omission of the company, business, or individual in the:
1. Good-faith release of information not in the public record, including unpublished or unlisted subscriber information to emergency service providers responding to calls placed to a 911 or Enhanced 911 emergency service, or
 2. Design, development, installation, maintenance, or provision of consolidated 9-1-1 or Enhanced 9-1-1 emergency communication systems or services other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B. The Company's liability for civil damages to the customer or any person for interruption or failure of 9-1-1 Service shall be limited by the terms set forth in this section and in any sections of other tariffs which apply to the provision of 9-1-1 Service by the Company. This 9-1-1 Service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer, except as caused by gross negligence or wanton or willful misconduct.
- C. The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance or provision of 9-1-1 Service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, except for gross negligence and/or wanton or willful misconduct, the Company's liability to any person, corporation, or other entity for any loss or damage shall not exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer.

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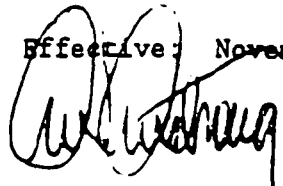
V. LIABILITIES (Continued)

- D. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of the 9-1-1 Service when any 9-1-1 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with multi-party lines, or private telecommunications services, such as PBX's or shared tenant services or calls originating over Centrex lines.
- E. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems, such as PBX's or shared tenant services, unless provided to the Company by a customer. At the rates set forth herein, the Company will integrate any records provided to it by the customer in a Company-standard format for inclusion in a 9-1-1 database. However, by doing so, the Company makes no representation or warranty regarding the accuracy of the data provided to it by a customer and shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of this data by the customer, which may be asserted by any person, business, government agency, or other entity against the Company.

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

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V. LIABILITIES (Continued)

- F. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 Service when there is a failure of or interruption in 9-1-1 Service due to the attachment of any equipment by a customer to Company facilities. The customer may with the prior written consent of the Company, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by the Company. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. The Company reserves the right to refuse attachments if the Company determines that said attachments will degrade the 9-1-1 system ordered by the customer, Company facilities, or otherwise affect its telephone operations.
- G. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide, 9-1-1 Service to any subscriber to a non-regulated telephone service (e.g., shared tenant service). It is the obligation of the customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the customer's service area. The Company shall have no responsibility for the accuracy of the ANI or ALI information for 9-1-1 calls that carry foreign dial tones, whether they originate within or outside of the customer's service area, or for calls originating from mobile/cellular telephones.
- H. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused by the negligence or willful act of any person other than the Company, or arising from the use of customer provided facilities or equipment.
- I. 9-1-1 Service is provided solely for the benefit of the 9-1-1 customer operating the Public Safety Answering Point (PSAP). The provision of 9-1-1 Service by the Company shall not be interrupted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any person or legal entity other than the 9-1-1 customer. The Company's tort liabilities, if any, to third parties shall be limited to instances in which the Company's conduct constitutes gross negligence or willful or wanton misconduct.

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GENERAL SERVICES

9-1-1 EMERGENCY TELEPHONE SERVICE

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VI. RATE REGULATIONS

A. BASIC 9-1-1 SERVICE

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

Basic 9-1-1 Service contains the following rate elements:

1. Code Recognition - enables the central office to recognize 9-1-1 as a valid number and connect a 9-1-1 call to a 9-1-1 dedicated trunk or to a 9-1-1 Service Line. This rate element applies on a central office basis for each central office in the 9-1-1 serving area.
2. 9-1-1 Service Line - the facility connecting a PSAP with its serving central office. The appropriate trunk rate from Sheet 301 applies per 9-1-1 Service Line.
3. 9-1-1 Transport - a dedicated circuit between two central offices (intra- or interexchange). This mileage rate applies on a per mile basis for each circuit. A minimum of two circuits is required on each interoffice route. When the 9-1-1 Transport is between a GTE end office and a non-GTE end office, GTE will bill only for that portion of the facility provided within its serving territory.
4. 9-1-1 Transport Termination - a connection at each end of the 9-1-1 transport circuit.
5. Features - Additional 9-1-1 Features (Forced Disconnect, Called Party Hold, Emergency Ringback - as described in Definitions) are provided with Basic 9-1-1 Service where conditions permit at no additional charge.

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VI. RATE REGULATIONS (Continued)

B. 9-1-1 ANI-ONLY SERVICE

9-1-1 ANI-ONLY Service includes Automatic Number Identification (ANI) that provides the caller's telephone number to the Public Safety Answering Point (PSAP).

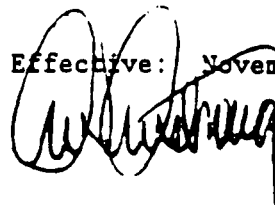
9-1-1 ANI-ONLY Service contains the following rate elements:

1. Code Recognition - same as Basic 9-1-1 Service.
2. 9-1-1 Service Line - same as Basic 9-1-1 Service.
3. 9-1-1 Transport - same as Basic 9-1-1 Service.
4. 9-1-1 Transport Termination - same as Basic 9-1-1 Service. When the 9-1-1 Transport terminates at a Selective Router, the Selective Router termination is charged.
5. Features - same as Basic 9-1-1 Service.
6. ANI - the calling party seven digit telephone number is forwarded to the customer's premises equipment for display. The charge for this feature is included in the Code Recognition Rate.
7. Selective Routing (optional with 9-1-1 ANI-ONLY Service) - refer to 9-1-1 Enhanced Service on the following sheet. When Selective Routing is utilized, the Features (5 above) are eliminated.

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VI. RATE REGULATIONS (Continued)

C. 9-1-1 ENHANCED SERVICE

9-1-1 Enhanced Service provides, in addition to ANI, a database that contains subscriber names, telephone numbers and addresses, as well as Emergency Service Numbers (ESNs) and other supplemental information for display on the PSAP equipment to aid in response to emergencies.

9-1-1 Enhanced Service includes the following rate elements:

1. Code Recognition - same as 9-1-1 ANI-ONLY Service.
2. 9-1-1 Service Line - same as 9-1-1 ANI-ONLY Service.
3. 9-1-1 Transport - same as 9-1-1 ANI-ONLY Service.
4. 9-1-1 Transport Termination - same as 9-1-1 ANI-ONLY Service.
5. ANI - same as 9-1-1 ANI-ONLY Service.

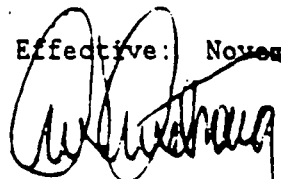
The following services are considered optional for 9-1-1 Enhanced Service due to the fact that GTE may, or may not, provide all services. When the service is provisioned by GTE, the applicable rates apply.

6. ALI - applies for the assembly and creation of the Automatic Line Identification database, when GTE-NW is the host telephone company. Rate application: a) Database Administration - this rate applies for each system; b) ALI Database - this rate is applicable for each GTE record in the database.
7. Subscriber Line Data - applies for the development, maintenance, and transmission of information for the ALI and MSAG databases sent to the host company, when GTE-NW is not the host company. Rate application: a) Database Administration - this rate applies for each system; b) Subscriber Line Database - this rate is applicable for each GTE record in the database. Rate applies per end user record and will be updated annually based on the number of records at the end of the year.
8. Subscriber Line Data Receipt - applies for the coordination and data processing of another telephone company's data to develop and maintain the MSAG and ALI databases. Rate element applies per end user record and will be updated annually based on the number of records at the end of the year.

Advice No. 573

Issued: October 27, 1992
Issued by GTE Northwest Incorporated
By A. W. Armstrong, Regional Vice President

Effective: November 8, 1992



GENERAL SERVICES

R-3884

9-1-1 EMERGENCY TELEPHONE SERVICE

(N)

VI. RATE REGULATIONS (Continued)

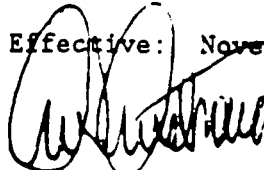
C. 9-1-1 ENHANCED SERVICE (Continued)

9. ALI Storage/Retrieval - applies for the hardware and software equipment and support for retrieval of ALI records provided by the host company. Rate charged will be billed on an individual case basis (ICB).
10. Selective Routing (SR):
 - a. Database and Hardware - applies for the SR database hardware/software stored in a routing table in a control office. Two rate elements apply: (1) per database; and (2), per record (which will be updated annually based on the number of records at the end of the year).
 - b. Selective Routing Termination - applies for terminating a 9-1-1 Transport trunk(s) at the control office of the Selective Router.

Advice No. 573

Issued: October 27, 1992
Issued by GTE Northwest Incorporated
By A. W. Armstrong, Regional Vice President

Effective: November 8, 1992


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R-3884

GTE NORTHWEST INCORPORATED
EVERETT, WASHINGTON

NOTICE

A tariff was filed today by this Company with the Washington Utilities and Transportation Commission at Olympia to replace Advice No. 565 which established rates and conditions for 9-1-1 Emergency Telephone Service.

A copy of this tariff is available for public inspection at the following Service Center/Phone Mart locations:

508 South 2nd Street
Mt. Vernon
Mt. Vernon GTE Service Center

2407 N.E. 3rd Street
Camas
Camas GTE Phone Mart

873 Columbia Center Drive
Kennewick
Kennewick GTE Phone Mart

511 Valley Mall Parkway
East Wenatchee
East Wenatchee GTE Phone Mart

1709 Grove
Marysville
Marysville GTE Service Center

1512 S.E. Everett Mall Way
Everett
Everett GTE Phone Mart

2000 - 184th Room #414
Lynnwood
Alderwood GTE Phone Mart

5355 S.R. 20
Harbor Towne Center
Oak Harbor
Oak Harbor GTE Phone Mart

12546 Totem Lake Blvd.
Kirkland
Totem Lake GTE Phone Mart

N. 127 Grand Ave.
Pullman
Pullman GTE Service Center

427 W 3rd Street
Newport
Newport GTE Service Center

Posted at _____

by _____

Post in above business offices.

R-8884

WN U-1

Original Sheet No. 36.1

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

9-1-1 EMERGENCY SERVICE**I. DESCRIPTION**

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

II. DEFINITIONS**A. 9-1-1**

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

B. 9-1-1 ANI-ONLY SERVICE

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

C. 9-1-1 BASIC SERVICE

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

D. 9-1-1 ENHANCED SERVICE

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

Advice No. 92-21

Issued October 30, 1992 Effective December 1, 1992Issued By Telephone Utilities of Washington, Inc., d/b/a PTI Communications
P.O. Box 9901, Vancouver, WA

R-3884

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Original Sheet No. 36.2

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

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

F. 9-1-1 SERVICE LINE

A facility connecting a PSAP to its serving Central Office.

G. 9-1-1 TRANSPORT

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

H. 9-1-1 TRANSPORT TERMINATION

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

I. ALTERNATE ROUTING

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

J. AUTOMATIC LOCATION IDENTIFICATION (ALI)

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

K. AUTOMATIC LOCATION IDENTIFICATION RECORDS

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

Advice No. 92-21

Issued October 30, 1992 Effective December 1, 1992Issued By Telephone Utilities of Washington, Inc., d/b/a PTI Communications
P.O. Box 9901, Vancouver, WA

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Original Sheet No. 36.3

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

Equipment and software used to store and retrieve ALI Records.

M. AUTOMATIC NUMBER IDENTIFICATION (ANI)

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

N. CALLED PARTY HOLD

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

O. CALLED TRANSFER

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

P. CALLER

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

Q. CENTRAL OFFICE (CO)

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

R. CODE RECOGNITION

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

Advice No. 92-21

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Original Sheet No. 36.4

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

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

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

T. CUSTOMER PREMISES EQUIPMENT (CPE)

Terminal equipment at the PSAP.

U. DATA BASE

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

V. DATA MANAGEMENT SYSTEM (DMS)

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

W. DEDICATED CIRCUIT

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

X. DEFAULT ROUTING (DR)

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

Y. DIAL TONE FIRST

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

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Issued October 30, 1992 Effective December 1, 1992Issued By Telephone Utilities of Washington, Inc., P.O. Box 9901, Vancouver, WABy Robert N. Brown *Robert N. Brown* Title Manager, Tariffs

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Original Sheet No. 36.5

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

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

aa. EMERGENCY SERVICE NUMBER (ESN)

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

bb. EMERGENCY SERVICE ZONE (ESZ)

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

cc. END OFFICE

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

dd. ENHANCED 9-1-1

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

ee. EXCHANGE

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

ff. FIXED TRANSFER

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

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WN-U-1 Original Sheet No. 36.6

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

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

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

hh. INTERCONNECT

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

ii. MASTER STREET ADDRESS GUIDE (MSAG)

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

jj. NON-ALTERNATE ROUTING

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

kk. NXX

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

ll. P.01 GRADE OF SERVICE

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

mm. PSAP ATTENDANT

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

Advice No. 92-21

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Original Sheet No. 36.7

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

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

oo. PUBLIC SWITCHED TELEPHONE NETWORK (PSTN)

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

pp. REVERSE SEARCH

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

qq. RING BACK

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

rr. SELECTIVE TRANSFER

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

ss. SERVING CENTRAL OFFICE

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

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Original Sheet No. 36.8

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

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

uu. SUBSCRIBER LINE DATA

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

vv. SUBSCRIBER LINE DATA RECEIPT

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

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Original Sheet No. 36.9

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

9-1-1 EMERGENCY SERVICEIII. CONDITIONS

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

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Original Sheet No. 36.10

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

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

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

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Original Sheet No. 36.11

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

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

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

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Original Sheet No. 36.12

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

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

Advice No. 92-21

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Original Sheet No. 36.13

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

9-1-1 EMERGENCY SERVICEV. LIABILITY

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

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Original Sheet No. 36.14

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

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

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

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Original Sheet No. 36.15

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

(N)

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

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

Advice No. 92-21

Issued October 30, 1992 Effective December 1, 1992Issued By Telephone Utilities of Washington, Inc., P.O. Box 9901, Vancouver, WABy Robert N. Brown *Robert N. Brown* Title Manager, Tariffs

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Original Sheet No. 36.16

TELEPHONE UTILITIES OF WASHINGTON, INC.

SCHEDULE 36

9-1-1 EMERGENCY SERVICE

IV. RATE REGULATIONS (Continued)

B. MATRIX

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

ICB = Individual Case Basis
N/A = Not Applicable

Advice No. 92-21

Issued October 30, 1992 Effective December 1, 1992

Issued By Telephone Utilities of Washington, Inc., P.O. Box 9901, Vancouver, WA
By Robert N. Brown *Robert N. Brown* Title Manager, Tariffs

ENHANCED 911 SERVICE AGREEMENT
BETWEEN KING COUNTY
AND U S WEST COMMUNICATIONS, INC.

This Agreement is made and entered into by and between U S WEST Communications, Inc., a corporation organized under the Laws of the State of Colorado ("USWC"), and King County ("CUSTOMER"), a governmental entity organized under the Laws of the State of Washington, acting on behalf of itself and sole contracting agent for Enhanced 911 Telephone Service.

WHEREAS, USWC provides emergency telephone service whereby the public has the exclusive use of telephone number "911" for universal emergency service ("E911 Service"), and;

WHEREAS, CUSTOMER desires to participate in such E911 Service under the terms and conditions hereinafter set forth;

NOW THEREFORE, USWC and CUSTOMER agree as follows:

1. E911 SERVICE DESCRIPTION

1.1 E911 Service is a communication service whereby one or more Public Safety Answering Point (PSAP) locations, designated by CUSTOMER, may receive telephone calls dialed to the telephone number 911. E911 Service includes network facilities necessary for the answering, transferring, and forced disconnect of emergency 911 calls originated by persons within the serving area.

1.2 USWC shall continue to provide maintenance limited to the Equipment set forth on Attachment A and under the terms and conditions for the locations set forth on Attachment B incorporated herein, until such time as this Agreement expires or the equipment and maintenance are no longer required.

1.3 USWC will be responsible for evaluating changing technologies and will make recommendations for enhancements to the current E911 system.

1.4 USWC shall provide CUSTOMER a current list of telephone company personnel including phone number, a cellular number and pager number to be utilized should an E911 Service failure occur.

2. INFORMATION TO BE PROVIDED BY CUSTOMER. CUSTOMER shall furnish USWC a current list of PSAP personnel including phone number, a cellular number and pager number to be utilized should an E911 Service failure occur.

3. E911 TARIFFS. CUSTOMER and USWC incorporate by reference the terms, conditions and rates now contained, or as later modified, in the USWC E911 Tariff for the state in which E911 Service is provided under this Agreement. If any term, condition, or rate in this Agreement conflicts with a term, condition, or rate in the E911 Tariff, the E911 Tariff shall prevail.

4. TERM

4.1 The initial term of this E911 Service Agreement shall be for a period of five (5) years, commencing on July 12, 1993, and will continue until July 11, 1998, unless terminated earlier under provisions of paragraph 10 "Default". Thereafter, this Agreement shall automatically renew for successive terms of five (5) years, unless and until either party shall give the other party thirty (30) days' advance written notice of termination at the conclusion of the then current term.

4.2 The terms, conditions and charges contained herein are subject to change upon USWC's providing thirty (30) days advanced written notice to CUSTOMER. If the parties are unable to reach an understanding prior to the effective date of the change, either party may terminate this Agreement, by providing written notice to the other party.

5. USWC AND INDEPENDENT TELEPHONE COMPANY TERRITORIES. This Agreement covers certain E911 Services which involve independent telephone company territories. The charges for these E911 Services are listed in the E911 Tariff and cover work which USWC is performing from the meet point of the independent telephone company. Other charges which involve work performed by the independent telephone company will be in addition to USWC's charges and negotiated separately between CUSTOMER and the independent telephone company. USWC will coordinate the process with GTE/PTI, to the extent required, to identify repair and maintenance needs of the equipment covered under this Agreement.

6. SPECIFIC PROVISIONS OF CUSTOMER'S E911 SERVICE. The E911 Service provided under this Agreement will include the Automatic Number Identification (ANI), Automatic Location Identification (ALI), and Selective Routing (SR) features.

A. Central Offices included in this E911 Service:

USWC CENTRAL OFFICES

Auburn
Issaquah
Bellevue Sherwood-Glencourt
Black Diamond
Des Moines-Federal Way
Enumclaw
Kent O'Brien-Meridian-Ulrich
Maple Valley
Renton
Seattle Adams-Atwater-Campus-Melrose-Cherry-Duwamish/Rockwell-East-Elliott-Emerson-Lakeview-Main-Parkway-Spruce-Sunset-West

INDEPENDENT TELEPHONE
COMPANY CENTRAL OFFICES

GTE

Kirkland: Kirkland, Juanita
Bothell: Bothell, Duvall
Halls Lake
Richmond Beach
Skykomish
Stevens Pass
Sammamish
Redmond

PTI

Carnation
Fall City
Preston
North Bend
Snoqualmie Pass
Vashon Island

B. Public Safety Answering Point (PSAP) Locations:

Bellevue P.D.
1600 N.E. 8th Street
Bellevue, WA 98008

Bothell P.D.
18304 101st Avenue N.E.
Bothell, WA 98001

Des Moines P.D.
21640 11th Avenue S.
Des Moines, WA 98188

Enumclaw P.D.
1705 Wells
Enumclaw, WA 98022

Issaquah P.D.
130 1/2 E. Sunset Way
Issaquah, WA 98027

King County D.P.S.
516 3rd Avenue
Seattle, WA 98104

Public Safety Answering Point (PSAP) Locations: (Continued)

Kirkland P.D.
123 5th
Kirkland, WA 98033

Mercer Island D.P.S.
123 5th Avenue
Mercer Island, WA 98040

Normandy Park P.D.
801 SW 174th Street
Normandy Park, WA 98166

Port of Seattle P.D.
17800 Pacific Hwy S.
Main Terminal Bldg., Rm 279
Seattle, WA 98168

Redmond P.D.
8701 180 Avenue N.E.
Redmond, WA 98052

Seattle P.D.
610 3rd Avenue
Seattle, WA 98104

University of Washington P.D.
1117 N.E. Boat Street
Seattle, WA 98195

Valley Com
23807 98th Avenue S.
Kent, WA 98031

Washington State Patrol
2803 158th Avenue S.E.
Bellevue, WA 98007

KCFD #10
175 N.W. Newport Way
Issaquah, WA 98027

KCFD #13
10020 S.W. Banks Rd
Vashon, WA 98070

KCFD #39
31617 1st Avenue S.
Federal Way, WA 98003

Lake Forest Park P.D.
17711 Ballinger Way N.E.
Lake Forest Park, WA 98155

Port of Seattle F.D.
4th Floor SeaTac
Airport Parking
Garage/Central Control
Seattle, WA 98158

Seattle F.D.
2318 4th Avenue
Seattle, WA 98121

7. **E911 DATABASE INFORMATION.** CUSTOMER shall use the E911 caller database provided by USWC only for answering and responding to E911 calls. Any other use of the database may result in immediate termination of E911 Service.

8. **EXCLUSION OF WARRANTIES.** USWC does not warrant that E911 Service will be free from interruption, disconnections, errors, or other out-of-service conditions. THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party, in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, each party's negligent acts in connection with a party's performance under this Agreement, or a party's use of, or operation of, the Product(s) sold, installed, and maintained under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE OTHER PARTY.

10. **SERVICE INTERRUPTIONS.** E911 Service Network repair and maintenance will be done in accordance with the Washington State Quality of Service Rules as outlined in WAC 480-120-520; Major Outage and Service Interruptions. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. Services shall be restored within twelve hours unless conditions beyond the USWC's control prevent Service restoration.

11. **DEFAULT** In the event that either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will promptly notify the defaulting party. If such default is not cured and corrected within thirty (30) days (or such time as may be reasonable if so specified in the notice) of written notice thereof, then the non-defaulting party may immediately terminate this Agreement.

12. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties, is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior agreement, understanding, or representation between the parties with respect thereto, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date signed below.

KING COUNTY

[Handwritten Signature]
Signature

TIM HILL
KING COUNTY EXECUTIVE

Name (Typed or Printed)

Title

JUL 12 1993

Date

U S WEST COMMUNICATIONS SERVICES, INC.

[Handwritten Signature]
Signature

William R. Cobb

Name (Typed or Printed)

Vice President & General Manager

Title

June 29, 1993

Date

*Approved as to form:
JRP, DPA*

ATTACHMENT A

MAINTENANCE OF PUBLIC SAFETY PRODUCTS

USWC will provide maintenance service of the Public Safety Product(s) as specified in this Attachment A.

1. SERVICE AND SCOPE:

- A. USWC will provide maintenance on Product(s) listed in this Attachment A, twenty-four (24) hours a day, seven (7) days a week on a call out basis. The repair center telephone number.
- B. USWC will respond to call-outs by performing remote repair as available, or use its best effort to respond within two (2) hours after receipt of call and shall perform maintenance USWC deems reasonably appropriate and necessary to return Product(s) listed on this Attachment to proper operating condition.

2. REPAIR AND REPLACEMENT OF PARTS:

- A. USWC shall own all spare parts.

3. EQUIPMENT COVERED UNDER THIS SITE AGREEMENT:

- ANI Master Controller
- ANI Auxiliary Controller
- ANI Display and Transfer Unit
- ALI Master Controller
- ALI Auxiliary Controller
- ALI Display Unit
- Commercial Power Converter
- Trunk Unit
- Interior Cable
- ANI Call Detail Printer
- 202 T Data Set (Modern)

4. SPECIAL CONDITIONS

For the purpose of this Agreement, Regular Service Hours are between the hours of 8 a.m. and 5 p.m. local time. Overtime Service Hours are between the hours of 5 p.m. and 8 a.m. Premium Service Hours are from 12:01 am Saturday until 8 a.m. Monday, Holidays are from 12:01 a.m. until 8 a.m. the first work day following the Holiday(s).

TIME AND MATERIALS MAINTENANCE CHARGES:

<u>LABOR HOURS</u>	<u>INITIAL INCREMENT</u>	<u>SUBSEQUENT INCREMENTS</u>
REGULAR	HRR11 \$39.00	HRRA1 \$18.00
*OVERTIME	HRR12 \$55.00	HRRA2 \$24.00
*PREMIUM	HRR13 \$61.00	HRRA3 \$27.00

* Call-outs are subject to a minimum charge of 2 hours.
 Initial Increment is a Half Hour (30 minutes)
 Subsequent Increments are 15 minutes (subsequent time will not apply unless it exceeds five minutes)

5. LIMITED AND EXCLUSIVE WARRANTY: EXCLUSIONS.

5.1 THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT.

5.2 USWC'S WARRANTY EXTENDS FOR NINETY (90) DAYS FROM THE DATE OF A MAINTENANCE SERVICE VISIT BY USWC. IF USWC MAINTENANCE SERVICE IS NOT CONDUCTED IN A PROFESSIONAL MANNER OR IT IS MATERIALLY DEFECTIVE, OR IF MATERIALS USED BY USWC IN SUPPLYING MAINTENANCE SERVICE ARE MATERIALLY DEFECTIVE, USWC SHALL REPAIR/REPLACE GIVEN THE AVAILABILITY OF REPLACEMENT PARTS ANY MATERIALLY DEFECTIVE MATERIALS USED.

5.3 USWC WARRANTS MAINTENANCE SERVICE SUPPLIED UNDER THIS AGREEMENT SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.

5.4 USWC PERSONNEL WHO PERFORM MAINTENANCE TASKS AND FUNCTIONS UNDER THIS AGREEMENT SHALL BE QUALIFIED TO PERFORM ASSIGNED TASKS AND FUNCTIONS IN A PROFESSIONAL MANNER.

5.5 IF THE SERVICES SUPPLIED BY USWC UNDER THIS AGREEMENT FAIL TO MEET THE TERMS OF THIS AGREEMENT AS A RESULT OF FORCE MAJEURE CONDITIONS, ACTIONS OR NEGLIGENCE BY CUSTOMER, ACTIONS OR NEGLIGENCE BY THIRD PARTIES OR UNRELATED PERSONS (OTHER THAN AN AGENT OR INDEPENDENT CONTRACTOR OF USWC), OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER'S CONNECTION OF PERIPHERAL PRODUCT(S), CUSTOMER SHALL PAY ALL COSTS AND CHARGES ASSOCIATED WITH MAINTENANCE AND REPAIR ACTIVITIES.

5.6 USWC DOES NOT WARRANT THAT MAINTENANCE SERVICE WILL PERMIT PRODUCT(S) TO OPERATE FREE FROM ERROR OR INTERRUPTION. THIS WARRANTY DOES NOT COVER SITUATIONS ARISING FROM EVENTS, FAILURES, OR ACTIONS CONCERNING SALES, DELIVERY, INSTALLATION, OR OPERATION OF PRODUCT(S).

5.7 THIS AGREEMENT EXCLUDES, AMONG OTHER THINGS: 1) ELECTRICAL WORK OF ANY KIND EXTERNAL TO MAINTENANCE PERFORMED UNDER THIS AGREEMENT; 2) ANY WORK OR PRODUCT RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE; 3) (i) SUPPLIES AND MATERIALS FOR, (ii) PAINTING OF, OR (iii) REFINISHING OF, PRODUCT(S) SERVICED UNDER THIS AGREEMENT.

6. NOTICES.

Except as otherwise provided under this Agreement, all notices or demands or requests which may be given by either party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or three (3) days after being deposited, postage prepaid in the United States Mail and addressed as follows:

TO USWC:

U S WEST Communications, Inc.
1425 5th Ave. Rm 1500
Seattle, WA

Attn: E911 Account Manager

TO KING COUNTY:

King County 911
1901 Smith Tower
508 2nd Ave.
Seattle, WA

Attn: E-911 Program Manager

If either party changes its address or if a party's representative changes, the other party shall be advised of such a change in writing.

AMENDMENT 1
TO ATTACHMENT B OF
ENHANCED 911 SERVICE AGREEMENT

This Amendment 1 to Attachment B of the Enhanced 911 Service Agreement ("Underlying Agreement") between KING COUNTY ("CUSTOMER") and U S WEST COMMUNICATIONS, INC. ("USWC"), is made and entered into by the parties, and contains terms and conditions related to the Bellevue P.D. Public Safety Answering Point ("PSAP"). The purpose of this Amendment 1 is to modify Attachment B of the Underlying Agreement. USWC is installing alternative E911 Equipment ("Equipment") to better serve the needs of CUSTOMER and USWC at the Bellevue PSAP Located at 16100 N.E. 8th Street, Bellevue, WA.

1. Amend Section 3.A.2. to remove Bellevue PSAP.
2. Amend Section 4 to read as follows:

Charges to the CUSTOMER are divided by service and feature usage between the Bellevue PSAP and the Seattle Police Department PSAP as follows:

	NONRECURRING	RECURRING
Bellevue PSAP	\$0.00	\$2,771.39
Seattle PSAP	<u>\$0.00</u>	<u>\$3,673.71</u>
Total Charges to CUSTOMER	\$0.00	\$6,445.10

Any applicable taxes are in addition to these charges.

3. Amend Section 8 to delete in its entirety.
4. Amend Section 9 to read as follows:

This provision establishes a testing period which must be met before any of the Service is released to CUSTOMER.

The testing period shall begin with installation and end when the system operates in conformance with the Equipment Manufacture's Technical Specifications and the E911 Tariff.

The CUSTOMER's option to terminate the Equipment under this Amendment shall remain in effect until the testing period has been successfully completed.

5. Amend Section 10 as follows:

The tentative target date for implementation is November 7, 1993.

ADDENDUM NUMBER 3 TO
E-911 EMERGENCY COMMUNICATION SYSTEM
FOR KING COUNTY, WASHINGTON AGREEMENT

This Addendum Number 3 is entered into on this 14th day of November, 1989, between Pacific Northwest Bell Telephone Company, d/b/a U S WEST Communications ("the Company") and King County, Washington ("the County"), to the Agreement for E-911 Emergency Communication System ("The Agreement") dated September 2, 1983 between the Company and the County.

WHEREAS, the County owns certain PSAP equipment at certain County sites currently maintained by the Company; and,

WHEREAS, the County E-911 Program Office has included a request for funds to permit the Company to replace the PSAP equipment with new equipment as part of the King County Executive's 1990 budget request to the County Council; and,

WHEREAS, the new equipment would be owned and maintained by the Company; and,

WHEREAS, the County desires the Company to replace the old equipment with new equipment; however, except as provided herein, payment therefore is completely contingent upon voter approval of a continuation of the E-911 program and upon an appropriation of funds pursuant to the E-911 Program Office's request;

NOW THEREFORE, it is hereby agreed as follows:

1. Purpose

- A. To replace County-owned PSAP equipment used to provide E-911 service located on County premises with Company-owned and maintained equipment.
- B. To locate some of the new Company-owned equipment on Company premises.
- C. To provide the same level of service to the County as specified in the Agreement with additional agent growth capacity through a new combination of updated equipment.

2. Term of Addendum 3

The term of Addendum 3 will run concurrent to the Agreement and any extensions to the Agreement.

3. Equipment Location and Description

- A. This Addendum pertains to equipment at the following locations:
 1. Seattle Police Department PSAP
 2. Bellevue PSAP

- B. Equipment to be located at each Customer premise identified in Section 3(A):
 1. Supervisory Console;
 2. Agent Consoles;
 3. Printer; and
 4. Management Information Consoles.

- C. Equipment to be located on the Company Premises:
 1. 3B Processor; and
 2. Integrated Automatic Call Distribution (ACD) units including ANI/ALI controllers.
- D. Any additional sites added to System will be engineered and installed at the then current rates.

<u>4. Charges to County</u> (For PSAPs indicated in Section 3(A) of this Addendum)	<u>NONRECURRING</u>	<u>RECURRING (MONTHLY)</u>
Tier A (includes installation service establishment one-time charges)	\$1,168,063.50	
Tier B (includes maintenance charges)		\$ 6,445.10
TOTAL	\$1,168,063.50	\$ 6,445.10

Subject to Section 11 hereof the nonrecurring charge will be invoiced by the Company as follows:

\$650,000 upon satisfactory installation and Company's and the County's acceptance testing of ACD switch on the Company premises.

\$150,000 upon satisfactory installation and County's acceptance testing of first PSAP at the Bellevue PSAP.

Balance, plus interest, paid in full upon satisfactory installation and acceptance testing of the two remaining PSAPs, subject to Section 11 hereof. In no event shall final payment occur later than January, 1991.

Recurring charges include equipment maintenance provided by the Company, and County payment therefor is also subject to Section 11 hereof. The provision of maintenance shall be as specified in the terms and conditions in the Agreement.

Billing for maintenance will begin on equipment installation date subject to Section 11 hereof.

Applicable taxes are in addition to Tier A and Tier B charges.

5. Removal and Disposition

The removal and disposition of all PSAP equipment presently owned by the County and being replaced hereunder shall be the responsibility of the County.

6. Ownership

The Company will own the new equipment.

7. County Requested Moves, Changes and Rearrangements

Any moves or changes requested by the County will be billed on a case-by-case basis for the time and materials involved. The costs of any additional equipment ordered by the County will be at the then current rate.

6. Amend to add the following list of Equipment to be installed at the Bellevue PSAP. USWC records shall document the Equipment Inventory:

Meridian I Option 61
Positron Controller and associated 911 Equipment

R-3884

- 6.1. The removal and disposition of all DTI PSAP Equipment shall be the responsibility of USWC.
- 6.2. USWC shall own the new Equipment.
- 6.3 Access to hardware and software of USWC-owned 911 equipment shall be limited solely to USWC and their authorized agents. The exception to this access limitation is to provide CUSTOMER with access to Meridian MAX and Showtronics systems. The CUSTOMER shall have management level access to these systems for administrative functions which shall include monitoring and reporting capabilities
1. Except as set forth herein, this Amendment 1 shall be subject to the existing terms and conditions of the Underlying Agreement.
8. The parties hereby execute and authorize this Amendment 1 as of the last date shown below:

KING COUNTY

Clif Burwell
Signature

CLIF BURWELL
Name Printed

CCS MGR
Title

8.23.93
Date

U S WEST COMMUNICATION, INC

J. A. Soren
Signature

J. A. Soren
Name Printed

Director
Title

8/31
Date

8. Early Termination

Subject to the terms of Paragraph 24 of the Agreement and except as provided in Paragraph 11 of this Addendum, if this Addendum 3 is terminated prior to September 2, 1995, the County will pay any remaining recurring charges in Tier A times the number of months remaining up to sixty (60) months plus any non-recurring charges not paid up to the date of termination.

9. Acceptance Testing

Acceptance testing will be the same as provided for in the Main Agreement, Paragraph 7, page 10.

10. Cutover Date

The target date for implementation of the first PSAP is January, 1990 and both parties to the Agreement will exercise best efforts to achieve that date. Implementation of the first PSAP shall not occur prior to the appropriation of funds specified in Paragraph 11.

11. Non-Appropriation

The County agrees to pay the Company the recurring and nonrecurring rates and amounts described herein upon satisfactory completion of the Company's work hereunder contingent upon: (1.) renewal of the E-911 Program based on voter approval in the special election scheduled to be held in conjunction with the November 1989 general election; and (2.) County Council approval of the 1990 E-911 Program budget, including all funds requested for non-recurring and recurring charges as submitted by the King County Executive and described more fully in Paragraph 4 of this Addendum. In the event that voter approval is not secured in November 1989, or the County Council does not appropriate all or part of the funds sought as part of the 1990 King County budget for these purposes, the County shall not be held liable for any costs whatsoever that the Company has incurred hereunder.

The County agrees to exercise its best efforts to secure the appropriation of funds necessary to meet its obligations hereunder. The County shall not use non-appropriation as a means of terminating this Addendum in order to acquire functionally equivalent service from a third party.

12. Except as set forth herein, this Addendum 3 shall be subject to the existing terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties have agreed to this Addendum Number 3, to the Agreement for E-911 Emergency Communication System for King County, Washington.

KING COUNTY, WASHINGTON

PACIFIC NORTHWEST BELL TELEPHONE COMPANY, d/b/a U S WEST COMMUNICATIONS

By: [Signature]

By: [Signature]

Printed Name: Jesus Sanchez
KING COUNTY EXECUTIVE

Printed Name: Robert A Meese

Title: _____

Title: Vice President - General Manager

Date: NOV 14 1989

Date: 10/27/89

APPROVED AS TO FORM



EXHIBIT 2PUBLIC SAFETY ANSWERING POINTS (PSAPS)

PRIMARY PSAPS			
Name	Contact	Address	Phone
Bellevue PD	Alan Komenski, Communications Manager	P.O. Box 90012 Bellevue, WA 98009	462-2055
Bothell PD	Mark Ericks, Chief	18916 North Creek Parkway #103 Bothell, WA 98011	487-5555
Des Moines PD	Paula Anderson, Support Services Supervisor	21640 11th Ave. S. Des Moines, WA 98188	870-6536
Enumclaw PD	Gene Williams, Chief	1705 Wells Enumclaw, WA 98022	825-3505
Issaquah PD	Duaine Garrison, Chief	132 E. Sunset Way Issaquah, WA 98027	391-1006
King County Dept. of Public Safety	John Beard, Captain	516 Third Ave., Rm. EA-46 Seattle, Wa 98104	296-7500
Kirkland PD	Ron Burns, Chief	123 5th Ave. Kirkland, WA 98033	828-1171
Mercer Island Dept. of Public Safety	Jan Deveny, Director	9611 S.E. 36th St. Mercer Island, WA 98040	236-3516
Normandy Park PD	Al Teeples, Chief	801 SW 174th St. Normandy Park, WA 98166	248-7600
Port of Seattle PD	Tim Kimsey, Deputy Chief	SeaTac International Airport P.O. Box 68727 Seattle, WA 98168	433-4610
Redmond PD	Steven Harris, Chief	8701 160th Ave. N.E. Redmond, WA 98052	556-2528
Seattle PD	Randy Tibbs, Director	610 Third Ave. Seattle, WA 98104	684-8632
University of Washington PD	Robert White, Sergeant	1117 N.E. Boat St. Seattle, WA 98105	543-9331
Valley Communications Center	Chris Fischer, Director	23807 98th Ave. S. Kent, WA 98031	854-4320
Washington State Patrol	Vickle Crawford, Station Manager	2803 156th Ave. S.E. Bellevue, WA 98007	455-7700

SECONDARY PSAPS			
Name	Contact	Address	Phone
KCFD #10	Ron Haworth, Chief	175 Newport Way N.W. Issaquah, WA 98027	392-3473
KCFD #13	Craig Harmeling, Chief	P.O. Box 1150 Vashon, WA 98070-1150	463-2405
KCFD #39	Al Church, Assistant Chief	31617 1st Ave. S. Federal Way, WA 98003	946-7258
Lake Forest Park PD	Clifford Perkins, Chief	17711 Ballinger Way N.E. Lake Forest Park, WA 98155	364-7711
Port of Seattle FD	Kenny Lyles, Communications Manager	SeaTac International Airport P.O. Box 68727 Seattle, WA 98168	248-7450
Seattle FD	Angelo Duggins, Battalion Chief	2318 4th Ave. Seattle, WA 98121	386-1490

EXHIBIT 3OPERATIONAL STANDARDSA. General Provisions

1. There shall be two (2) types of operational standards for PSAPs: minimum acceptable standards and funded standards. Minimum acceptable standards are those which an agency must meet in order to be qualified as a primary or secondary PSAP. Any costs incurred by an agency to meet these standards are the responsibility of that agency. Funded standards are those which an agency also must meet in order to be qualified as a primary or secondary PSAP; however, PSAPs are eligible to receive E-911 excise tax revenue as available to offset costs that are reasonably necessary to meet these standards, provided that those costs are directly traceable through a reliable accounting method and are approved according to the procedures specified in Article 8 of the Agreement.
2. Barring unforeseen circumstances or consolidation of operations, each PSAP shall meet operational standards for the period of this contract.

B. Minimum Acceptable Standards for Primary and Secondary PSAPs

1. 24 Hour Service Standard - All primary and secondary PSAPs shall answer 911 calls on a twenty-four (24) hour, seven (7) day a week basis.
2. Call Recording Standard - Primary and secondary PSAPs shall make an audio record of each call. Tapes shall be held as required by state law.
3. Emergency Power Standard - Primary and secondary PSAPs shall be equipped with an emergency power source capable of supplying electrical power to at least serve their basic power requirements; e.g., environmental lighting, phone lights and bells.
4. Training Standards - Each PSAP shall ensure that all personnel within their PSAP who answer 911 calls are trained in the answering and handling of 911 calls and shall ensure that all personnel have successfully completed an adequate training program before answering 911 calls.

C. Funded Standards for Primary and Secondary PSAPs

1. Call Answering Standard - The County shall equip enough answering positions with Automatic Number Identification (ANI) and Automatic Location Identification (ALI) and the PSAPs shall assign enough operators such that, barring major disasters or other extraordinary events, during each hour of a calendar quarter a minimum of 90% of those 911 calls received by each PSAP shall be answered within ten (10) seconds. An extra three (3) seconds shall be added to this standard to accommodate the telephone equipment ring cycle. The time of answer shall be considered to be the time when a person answers the call. The electronic answering of a call shall be included in the queue time.

D. Operational Requirements of all PSAPs

1. Call Documentation - The County shall provide each PSAP with a call data printer and/or other call data analysis equipment. The E-911 Program Manager and PSAP Committee shall have access to 911 call data for the purpose of documenting compliance with PSAP operational standards. Each PSAP shall keep a copy 911 call data for a minimum of six months.

2. **911 as Primary Emergency Telephone Number** - The digits "911" shall be the primary emergency telephone number in King County and the only telephone number other than the number listed for the Washington State Patrol that shall be listed in King County telephone directories for reporting police, fire, and medical emergencies. Each PSAP, however, shall maintain a separate seven-digit emergency back-up number and list a separate number for non-emergency telephone calls in the telephone directory serving its area.

3. **Night Service Routing** - Each PSAP shall establish night service routing (back-up routing) at another PSAP or other location which is capable of handling its 911 calls if for any reason the PSAP is unable to handle its own calls. Each PSAP shall test their night service routing at least once every month to ensure that it is operating properly. Each PSAP shall also establish disaster procedures which follow the guidelines of their emergency management authority which will allow their personnel to function on site for a minimum of three (3) days or relocate to their night service routing location, depending on requirements dictated by the disaster situation.

EXHIBIT 4OPERATING PROCEDURES AND PROTOCOLS

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

In the event that a caller reporting a combined incident is disconnected before being interrogated by both appropriate PSAP operators, the operator that conducted the interrogation shall relay relevant incident information to the other PSAP. Examples of combined incidents are as follows: assaults, controlled substance overdoses, vehicle accidents with injuries and/or fire, suicides, etc.
 5. In the event that all trunks between a Primary PSAP and a Secondary PSAP are busy and the Primary PSAP has an additional call(s) to be transferred to the Secondary PSAP, the Primary PSAP operator shall tell the caller to remain on the line and the operator shall stay on the line with the caller, except:

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

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

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

KING COUNTY, WASHINGTON CERTIFICATE OF INSURANCE

ISSUE DATE: _____

PRODUCER

R-3884

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

BEST'S RATING

PHONE

COMPANY

LETTER A

INSURED

COMPANY

LETTER B

COMPANY

LETTER C

PHONE

COMPANY

LETTER D

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT <input type="checkbox"/> PER LOCATION: GENERAL AGGREG. \$ _____ <input type="checkbox"/> DEDUCTIBLE \$ _____ <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIM ANY LIMITING ENDORSEMENTS <input type="checkbox"/> YES <input type="checkbox"/> NO (EXPLAIN 'YES' ON BACK)				GENERAL AGGREGATE EACH OCCURRENCE \$ _____ PRODUCTS-COMP/OP AGG. \$ _____ PERSONAL & ADV. INJURY \$ _____ FIRE DAMAGE \$ _____ MED. EXPENSE \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> DEDUCTIBLE \$ _____				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (Per Person) \$ _____ BODILY INJURY (Per Accident) \$ _____ PROPERTY DAMAGE \$ _____
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY (STOP GAP)				STATUTORY LIMIT \$ _____ EACH ACCIDENT \$ _____ DISEASE-POLICY LIMIT \$ _____ DISEASE-EACH EMPLOYEE \$ _____
	OTHER				

ADDITIONAL PROVISIONS: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED ABOVE, WHERE APPLICABLE, HAVE BEEN ENDORSED TO ADD KING COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE ACTIVITIES OF WORK PERFORMED, AND/OR PRODUCTS PRODUCED BY OR ON BEHALF OF THE NAMED INSURED RELATIVE TO THE CONTRACTUAL RELATIONS BETWEEN THE NAMED INSURED AND KING COUNTY, ET AL.
 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER KING COUNTY, WASHINGTON

(Division/Department)

(Address)

(City, State, Zip)

(Project Manager)

P/O Contract # _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY MUST PROVIDE NOT LESS THAN 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. (EXCEPT FOR NON-PAYMENT OF PREMIUM, 10 DAYS), PER RCW 48.18.290.

SEE REVERSE SIDE



Washington Cities Insurance Authority

R-3884

RECEIVED

May 26, 1994

Cert#: 607

JUN 02 1994

KING COUNTY
E911 PROGRAM
1901 SMITH TOWER
SEATTLE, WA 98104

11:25 AM PM
CITY OF KIRKLAND
BY *flw*

RE: City of Kirkland

CITY ACTIVITIES AS RESPECTS E911 PARTICIPATION
AGREEMENT.

Evidence of Coverage

This is to certify that the above captioned municipal corporation is a member of the Washington Cities Insurance Authority (WCIA) and is protected for liability coverage under the WCIA \$1,000,000 self insured retention program.

In the event an incident occurs which is deemed to be attributed to the negligence of the municipal corporation, the \$1,000,000 self insured retention program would apply.

David Hayasaka, ARM, CPCU
Assistant Director for Operations

cc
Annette Wine

cer1let