

**RESOLUTION NO. 1583**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING EXECUTION OF AN AGREEMENT WITH PIERCE COUNTY FOR DISTRIBUTION OF ENHANCED 911 FUNDS**

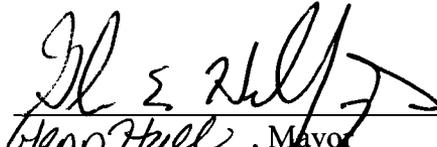
WHEREAS, the City of Fife operates one of six primary enhanced 9-1-1 dispatch centers--also known as public safety answering points (PSAPs)--within Pierce County; and

WHEREAS, Pierce County desires to distribute E911 funds to Fife to provide financial support for the ongoing operation and management of Fife's PSAP; and

WHEREAS, the purpose of this Participation Agreement is to provide the terms and conditions pursuant to which Pierce County will provide E911 funding and the City of Fife will provide PSAP services for the year 2014; now therefore

BE IT RESOLVED that the Council hereby authorizes the City Manager to execute the Pierce County Enhanced 9-1-1 (E911) Public Safety Answering Point (PSAP) Participation Agreement in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 14<sup>th</sup> day of January, 2014.

  
Glenn Hall, Mayor

Attest:

  
Carol Etgen, City Clerk

# EXHIBIT " A "

## PIERCE COUNTY ENHANCED 9-1-1 (E911) PUBLIC SAFETY ANSWERING POINT (PSAP) PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into by and between City of Fife Police Department, (hereinafter referred to as "PSAP"), and Pierce County (hereinafter referred to as "County"). The purpose of this Agreement is to establish mutual promises to each other and to set out the terms according to the Agreement.

### RECITALS

**WHEREAS** Chapter 39.34 RCW, the Interlocal Cooperation Act supports agreements between jurisdictions; and

**WHEREAS** the County desires to distribute E911 Funds to PSAP for the use of services and equipment that is of mutual interest to PSAP and the County; and

**WHEREAS** PSAP desires to receive E911 Funds for the use of services and equipment, and

**NOW THEREFORE**, it is hereby agreed and covenanted among the undersigned as follows:

#### A. GENERAL PROVISIONS:

1. **Distribution of Funds** - During the term of this agreement, the County shall provide, from the E911 Funds, a portion of distributed funds to the PSAP, for the purpose of providing financial support for the ongoing operation and management of the PSAP, in support of the Pierce County E911 Program. E911 Funds so distributed are shared based on historical benchmark and shall be distributed based on the schedule set forth in Exhibit "B" attached hereto.
3. **Use of Funds** - The funds provided by the County as described in the Budget attached as Exhibit B, shall be used by the PSAP solely for eligible expenses as described in WAC 118-66-050 (1) through (3) and WAC 118-66-060 that are necessary to operate E911 countywide.
4. **Recaptured Funds** - In the event that the PSAP fails to expend funds under this Agreement in accordance with state laws or the provisions of this Agreement, the County reserves the right to recapture E911 funds in an amount equivalent to the extent of the noncompliance. Such right of recapture shall exist for a period not to exceed six years following Agreement termination or audit resolution, whichever is later. Repayment by the PSAP of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the County is required to institute legal proceedings to collect such funds, the County shall be entitled to its costs thereof, including reasonable attorney's fees.

#### B. DEFINITIONS:

As used throughout this Agreement the following terms shall have the meanings set forth below:

1. **"E911 Funds"** shall mean any and all proceeds of any E911 Excise taxes collected from wireline, wireless and cable access telecommunications subscribers, under Chapter 82.14B et. seq. of the Revised Codes of Washington and Chapter 4.32 of the Pierce County Code.

2. **"Enhanced 9-1-1 emergency communications system"** means a public communications system consisting of a network, database, and on-premises equipment that is accessed by dialing or accessing 9-1-1 and that enables reporting police, fire, medical, or other emergency situations to a public safety answering point. The system includes the capability to selectively route incoming 9-1-1 voice or data to the appropriate public safety answering point that operates in a defined 9-1-1 service area and the capability to automatically display the name, address, and telephone number of incoming 9-1-1 voice or data at the appropriate public safety answering point. "E911 emergency communications system" includes the modernization to next generation 9-1-1 systems, and as ascribed in RCW 82.14B.020.
3. **"Enhanced 9-1-1 Services Providers"** shall mean the Local Exchange Companies, Radio Communications Carrier Companies and Cable Access Telecommunications Companies, any vendors of E911 Equipment, hardware or software that have been contracted to provide equipment or services to the Pierce County E911 Emergency Telephone System, as ascribed in RCW 82.14B.020.
4. **"Emergency Services Communication System"** means a multicounty or countywide communications network, including an Enhanced 9-1-1 emergency communications system, which provides rapid public access for coordinated dispatching of services, personnel, equipment, and facilities for police, fire, medical, or other emergency services, and as ascribed in RCW 82.14B.020.
5. **"Fault"** as used throughout this article shall have the meaning ascribed to it in RCW 4.22.015 as of the date of this Agreement.
6. **"NENA"** means National Emergency Number Association.
7. **"PSAP"** shall mean Public Safety Answering Point, which is the specific facility which receives and handles 9-1-1 Calls for service from within a given geopolitical jurisdiction, as defined in WAC 118-66.
8. **"RCW"** is defined and used herein to mean the Revised Code of Washington.
9. **"Subcontractor"** shall mean one, not in the employment of the PSAP, who is performing all or part of those services under this Agreement under a separate Agreement with the PSAP. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
10. **"WAC"** is defined and used herein to mean the Washington Administrative Code.

**C. DURATION:**

This Agreement shall be for a term of one (1) year, commencing January 1, 2014, and ending December 31, 2014. Any party shall have the right to withdraw from this Agreement by giving written notice to the County, prior to October 1, 2014, of its intent to withdraw at the close of the year, except that the County shall give its written notice to the appropriate designated representative for the PSAP.

#### **D. RESPONSIBILITY OF THE COUNTY:**

Subject to the terms and conditions of this Agreement, the County will:

1. Pursuant to the laws of the State of Washington and the Ordinances of Pierce County, provide an E911 Telephone Service Program Office, to be known herein as the E911 Program Office, to oversee and manage all aspects of the E911 Telephone System and the E911 Program;
2. Provide that said E911 Program Office shall act as agent on behalf of the County in the collection of the E911 Excise Tax by the E911 Services Provider Companies and the management and allocation of those E911 Funds and to insure that the E911 Funds are utilized and allocated only for the equipment and services allowable as ascribed by the laws of the State of Washington and the ordinances of Pierce County;
3. Provide that said E911 Program Office shall act as the customer for the procurement, purchase, implementation, installation, maintenance and management of the E911 Telephone System, including the E911 Customer Premises Telephone Answering and ANI/ALI Display Equipment located on the PSAP premises;
4. Provide that said E911 Program Office shall be responsible for the administration for the performance of the Agreements between the County and the E911 Services Provider companies and vendors, and between the County and the PSAP as said performance relates to the operation of the E911 Telephone System;
5. Provide that said E911 Program Office shall provide a chairperson for a standing E911 PSAP Managers Committee, such committee shall recommend the operating protocols that will provide the standards for the operation of the E911 Telephone System and shall be made up of the manager or a representative of each of the PSAP's and the County.
6. Provide that said E911 Program Office shall manage the E911 Telephone System and the E911 Program in such a manner as to maintain minimum performance specifications and standards as set forth by NENA Standards. The County may provide an Telecommunications Coordinator and such other personnel, positions and facilities as may be necessary for the ongoing management and maintenance of the E911 Telephone System, including but not limited to the E911 network and databases;
7. Provide that said E911 Program Office is empowered to authorize and order additions, deletions, and alterations to the E911 Telephone System equipment and facilities. Additionally, the County may initiate, amend or modify any agreement with the E911 services providers in order to effect system wide changes for the betterment of the E911 Telephone System;
8. Provide continuing education training for the designated PSAP representative appointed by the PSAP to participate on the E911 PSAP Managers Committee. Training will consist of one (1) National E911 related Conference and one (1) State E911 related Conference. The substitution of a PSAP/E911 employee must be pre-approved if requested to attend on the PSAP representatives behalf. All training and associated travel must be pre-approved by the County.

It is understood and agreed that the sole financial obligation of the County to the PSAP is limited to the terms and conditions set forth in this Agreement and any agreements between the County and the E911 service provider companies, and all Washington State Laws and Pierce County ordinances relating to the collection of funds, the allocation of funds, the procurement of services, equipment and databases, software and hardware required by the E911 Telephone System, and incorporated herein by reference.

**E. RESPONSIBILITY OF THE PSAP:**

Subject to the terms and conditions of this Agreement, the PSAP will:

1. Assume responsibility for the planning, organizing, and operation of the PSAP in accordance with the standards and protocols set forth by the aforementioned standards set forth by the National Emergency Number Association (NENA). The type of response to be made by the PSAP to 9-1-1 requests for assistance shall remain the sole and exclusive responsibility of the PSAP. Such protocols shall be part of this agreement and included herein as Exhibit "A";
2. Notify the County and the E911 Service Providers of any outages, malfunctions, misinformation, ANI or ALI errors or any other functional problems associated with the equipment, the data and/or the service affecting the PSAP and their ability to respond to a 9-1-1 call;
3. Train and manage the employees of the PSAP so as to avoid any unnecessary toll charges being assessed against the E911 Telephone Service and shall allow toll charges to be assessed only in the event of a call transfer of an in progress 9-1-1 call to a telephone line not interconnected through the E911 system;
4. Train and manage the PSAP employees in the use and proprietary protection of the 9-1-1 data. It is expressly understood and agreed that the display of ANI, ALI, and all information provided there under at the PSAP is to be used solely for the purpose of answering, handling, and responding to emergency calls in a manner consistent with the nature of the emergency.
5. Request prior written consent of the County, which consent shall not be unreasonably withheld, before attaching features or devices of other vendors to the equipment provided by the PSAP. The County's consent will be based upon a determination that said attachments will not degrade the E911 Telephone System;
6. Provide access to the PSAP premises for the County and its approved subcontractors at any necessary time and with reasonable prior notice and PSAP permission, which shall not be unreasonably withheld, for the purpose of installation, inspections, testing, repairing, or removing the equipment and facilities used in furnishing the E911 Telephone System;
7. Provide and maintain adequate liability and property damage insurance, which coverage shall show Pierce County as an additional insured;
8. Provide for the training of call taker personnel employed by the PSAP in the handling of 9-1-1 calls, the handling and use of proprietary information, and any other programs which the PSAP deems necessary for the improvement of 9-1-1 call receiving operations at the PSAP;

**F. EQUIPMENT AND SERVICES NOT PROVIDED BY THE COUNTY:**

Accepting the E911 equipment, facilities and services being procured by the County under separate agreement or published tariff with the E911 service provider companies, the PSAP will be solely responsible for the provision of all equipment, services, utilities, personnel, the cost thereof, and any other costs incurred by the PSAP and determined by the PSAP to be incidental to or necessitated by the operation of the PSAP. These items shall include, but are not limited to:

1. Necessary business lines and telephone answering equipment for the handling of administration and non-emergency calls;
2. Necessary logging and call check recorders and recording tapes and the storage of same as required;
3. Provision of necessary space and power requirements for County provided E911 Telephone System equipment;
4. Additional costs to the PSAP which may include, but are not limited to, the costs of remodeling their communication center to accommodate the E911 Telephone System equipment, existing or upgraded intercom lines, extensions, line recorders, ring-down circuits, radio equipment and personnel;
5. Computer Aided Dispatch systems and related Geographical Information Services, mapping or database systems and services;
6. Necessary radio, furniture, cellular, paging or other related equipment used in dispatching personnel and services;
7. Personnel required to answer 9-1-1 calls, personnel required to dispatch services and personnel required to manage and supervise the operational activities associated with normal operation of the PSAP;

**G. ATTENDANCE OBLIGATION:**

The PSAP agrees to send a designated PSAP representative to the following events:

1. **PSAP Managers Committee Meetings:** PSAP agrees to send one (1) designated representative to as many of the PSAP Managers Committee meetings as possible, but no less than nine (9) out of the twelve (12) scheduled PSAP Managers Committee meetings per fiscal year in accordance with the PSAP Managers Attendance Policy; and
2. **Other E911 Related Meetings:** Each PSAP agrees to send one (1) designated representative to all E911 related meetings, in accordance with the E911 PSAP Managers Attendance Policy.

## H. REPORTING:

In addition to any reports as may be required elsewhere in this Agreement, the PSAP shall prepare and submit the following reports to the County's Key Personnel:

<u>Reports</u>	<u>Completion Date</u>
Monthly Call Volume Reports	No later than 10 days following the end of each month
Equipment Update Report	May 1 <sup>st</sup> of each year
Maintenance Agreements (copies)	March 31 <sup>st</sup> of each year
Annual Salary Report based on the previous year's information	March 31 <sup>st</sup> of each year

All reports listed above shall be delivered and accepted by the County on or before their scheduled completion date. The County may request additional documentation and/or information from PSAP pertaining to reporting request(s). Any delay in providing the requested information to the County may result in delayed or reduced distribution of allocated funds.

## I. LIABILITY:

1. The County agrees to defend, protect, and save the PSAP, their elected and appointed officials, their 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.
2. The PSAP agrees to defend, protect, and save the County, 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 PSAP's sole fault with respect to the subject matter of this Agreement.
3. Each party shall be liable for all 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 which cannot be traced to the sole fault of one party. To the extent necessary to carry out the forgoing, the PSAP and the County expressly waive 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, as such rights pertain to the parties' own employees.
4. In the event the parties agree that one party shall defend the other party, 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 claim, demand, or cause of action, and the defended party shall not interfere therewith.

5. 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 for injuries to property not belonging to either party, when the damages or injuries are due to causes which cannot be traced to the 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, as determined by a neutral fact-finder, including but not limited to a jury, or equally if the parties' proportionate shares of fault cannot be determined by fact.
6. It is understood that in the event that a vendor or the County is affected by, or named, in any suit or claim arising thereunder, that the appropriate PSAP will use its best effort to assist in defending against said suit or claim, without the necessity of third-party action between the parties under Civil Rule 14 or intervention under Civil Rule 24. It is further understood and agreed that in the event that a PSAP is affected, or named, in any suit or claim, arising thereunder; that the vendor and the County have also expressly agreed to use their best efforts to assist in defending against said suit or claim, without the necessity of third-party action between the parties under Civil Rule 14 or intervention under Civil Rule 24.
7. All claims for damages arising thereunder that are asserted against or affect the parties due to their concurrent or joint fault or the possibility of their concurrent or joint fault shall be dealt with by the parties jointly. No settlement as to any aspect of any claim may be reached with third parties except with the joint agreement of the PSAP or PSAPs, the County, and a vendor (as appropriate), and any purported unilateral settlement with third parties shall not be binding between the County, non settling parties. In the case of claims defended jointly by the parties, each party shall have the right to select its own legal counsel, and none shall control the other's selection. In the event liability to a third party is established by a final court judgment, or a jury verdict, the parties shall contribute to any such judgment on the basis of their proportionate fault. Proportionate fault, as used herein shall be determined by negotiations between the parties. In no event shall any 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, the County or a vendor (as appropriate).

#### **J. TERMINATION:**

1. This Agreement may be terminated by any party hereto in the event that any other party fails to perform its obligations under this Agreement. The termination by any party shall not require the termination of the entire Agreement. Such termination must be in writing and shall be effective on the thirtieth (30th) day after receipt of such notice, unless the default is cured, or unless satisfactory remedial steps are taken to cure said default, within thirty (30) days after receipt of such notice. In the event the default complained of is cured or satisfactory remedial steps are taken to cure said default within said thirty (30) day period, this Agreement shall continue as if such notice had not been given. The steps planned to cure the default will be

submitted in writing ten (10) days after notification of said default. Upon cure, the defaulting party will provide written confirmation describing how the default was resolved.

2. In addition to any other reason for termination arising under the provisions of this Agreement, the County may terminate this Agreement if there is a successful challenge to the legality of the E911 Excise Tax, or if Excise Tax revenues are insufficient to cover telephone company charges.

**K. FORCE MAJEURE:**

Neither the PSAP nor the County shall be responsible for delays or failures as the result of an act of Nature or of the public enemy, acts of the E911 Services Providers and their agents, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and circumstances that arise without the fault or negligence of the PSAP or the County.

**L. FUTURE NON-ALLOCATION OF FUNDS**

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty of expense shall accrue to the County in the event this provision applies.

**M. AUDITS**

The PSAP shall submit to the County's fiscal representative a copy of the annual independent audit report in accordance with applicable laws and regulations.

In the event the PSAP's independent auditor does not provide the assurances necessary to satisfy applicable audit requirements, the County retains the right to request a full audit and the PSAP will be responsible for any and all costs incurred in order to provide the required audit and assurances.

**N. RECORDS AND REPORTS**

The PSAP must establish and maintain adequate internal control systems and standards that apply to the entire operation of the organization.

The PSAP will provide the County with financial, service, progress, and other reports at those intervals and in such formats as required by the County.

The PSAP shall retain all books, records, documents, reports, and other data relevant to this Agreement, for a minimum of six (6) years after expiration or termination of this Agreement, unless longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving the records is started before applicable retention dates expire, the records shall be maintained until completion and resolution of all issues arising therefrom or until the end of applicable retention dates, which is later.

An adequate audit trail shall be maintained. All transactions are to be clearly documented. The documentation is to be readily available for examination.

The Contract shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.

The PSAP must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fee, donations, federal funds, and all other funds, public or private. All costs incurred by the PSAP must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.

These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.

The PSAP shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. PSAPs shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.

All records required to be maintained by this Agreement or by state and federal regulations are public records and shall be maintained and released, when requested, in accordance with applicable laws.

**O. RIGHT TO INSPECTION AND USE OF MATERIALS**

County and state representatives, the State Auditor shall have the right to review and monitor the financial and service components of this Agreement. The County's review will occur with reasonable notice, and will include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records or other materials which the County deems pertinent to performance, compliance, or quality assurance in conjunction with this Agreement.

During the term of this Agreement and for one calendar year following termination or expiration of this Agreement, the PSAP shall, upon receiving reasonable notice, provide the County with access to its place of business and to its records that are relevant to compliance with this Agreement.

The County may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to so do, all material created under this Agreement and paid for by the County.

**P. ENTIRE AGREEMENT:**

It is expressly agreed that this Agreement with its attached exhibits embodies the entire agreement of the parties in relation to the subject matter hereof, and that no other agreement or understanding exists between the parties at the time of the execution of this Agreement.

**M. MODIFICATION OF AGREEMENT:**

From time to time, amendments or modifications to this Agreement may be proposed by any party hereto. Such amendments or modifications shall not become effective unless, and until, agreed to by the parties in writing.

**N. NOTICES:**

Any notice provided for herein shall be given in writing and transferred by personal delivery or prepaid first class registered or certified mail addressed as follows: County Executive's Office Room

737, County-City Building 930 Tacoma Avenue South Tacoma, Washington 98402 and to such other persons or addresses which County or PSAP may from time to time designate in writing. Unless otherwise provided, mailed notice is deemed to be given on the date the note is deposited in the United States Mail.

The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FOR PIERCE COUNTY:**

Reviewed:

\_\_\_\_\_  
Communications Program Manager Date

\_\_\_\_\_  
Prosecuting Attorney (as to form) Date

\_\_\_\_\_  
Department of Budget and Finance Date  
Approved:

\_\_\_\_\_  
Director-Department of Emergency Management Date

\_\_\_\_\_  
County Executive (if required) Date

**FOR CITY OF FIFE POLICE DEPARTMENT:**

Reviewed:

---

For the Board of Directors: Date

---

Attorney (as to form) Date

---

Executive Director: Date

## **EXHIBIT "A"**

### **Operational Protocols and Standards:**

Minimal operational standards are specified in order to assure continuity and standardization in operational procedures and management activities among the PSAPs, to provide data to be used in determining vendor costs and by reference become an integral part of the performance specifications of the operational Agreements between the County and the PSAP.

### **Call Handling Guidelines:**

**Primary PSAP:** A PSAP to which 9-1-1 calls are routed directly from the E911 Central Office. **NENA ADM-000.17**

- It is the responsibility of the Pierce County Primary PSAPs to answer all in-coming 9-1-1 calls and determine the nature of the 9-1-1 emergency.
- All Pierce County 9-1-1 calls from the public shall be answered at the Primary PSAP on a twenty four hour per day, seven day per week basis.

**Secondary PSAP:** A PSAP to which 9-1-1 calls are transferred from a Primary PSAP. **NENA ADM-000.17**

- All Pierce County 9-1-1 calls transferred from the Primary PSAP shall be answered on a twenty four hour per day, seven day per week basis.
- If the 9-1-1 call is for a fire or medical type response, the Primary PSAP will transfer the call to the appropriate Secondary PSAP.
  - ✓ It is the responsibility of the Primary PSAP to stay on the line with the 9-1-1 caller during the transfer of the call to the Secondary PSAP. Once the connection to the Secondary PSAP has been established, the Primary PSAP can drop from the call.

**Dual Agency Response:** Where it is determined that dual agency response may be required, the Primary PSAP may stay on the line with the 9-1-1 caller when the call is transferred to the Secondary PSAP and may continue with interrogation of the caller after the Secondary PSAP has finished its interrogation.

**Non-Emergency Telephone Number:** All PSAPs shall maintain ten digit telephone numbers to be utilized for public non-emergency reporting of incidents. Such lines may appear on the 9-1-1 telephone answering equipment at the PSAP for answering when other facilities are unavailable. It is advised that non-emergency calls should be answered by administration personnel whenever possible.

**Standard for Answering 9-1-1 Calls:** Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds during the busy hour (the hour each day with the greatest call volume, as defined in the NENA Master Glossary 00-001). Ninety-five percent (95%) of all 9-1-1 calls should be answered within twenty (20) seconds. **NENA 56-005, 3.1**

**Order of Answering Priority:** It is the responsibility of on duty telecommunicators to answer all incoming calls. All phone calls will be answered in the order of priority. 1<sup>st</sup> priority will be the 9-1-1 and emergency 7-10 digit phone lines; 2<sup>nd</sup> priority will be non-emergency lines and 3<sup>rd</sup> priority will be the administrative and/or internal phone lines. **NENA 56-005, 3.2**

**Standard Answering Protocol for 9-1-1 lines:** All 9-1-1 lines at a primary PSAP shall be answered beginning with "9-1-1". **NENA 56-005, 3.3**

- The correct answering statement is "Nine-One-One", never "Nine Eleven". Additional information or questions may be added, as in: "9-1-1, what is the emergency?", or "9-1-1 what is the address of the emergency?" Other information, such as the operator identification number or that the line is recorded may also be added. It is recommended that the agency not be identified when answering emergency lines to avoid confusing the caller and delaying response to alternate routed calls. **NENA 56-005, 3.3**
- The abbreviated dialing code, 9-1-1, shall be the primary emergency number within Pierce County and each agency shall insure that 911 is published as same in all telephone related materials which may be distributed to the public;

**Standard Answering Protocol for non-emergency lines:** When answering non-emergency lines, the answering agency should be clearly identified to the caller. **NENA 56-005, 3.4**

- Examples include: "County dispatch, Operator Number \_\_\_\_" or "Agency Name, may I help you."

**Non-emergency calls received on emergency lines.** If a call is of a non-emergency nature and it is received on an emergency telephone line, the telecommunicator will advise the caller that they have called on an emergency line and will direct the caller to a non-emergency line. It is not recommended that the call be transferred to an administrative line, since that may tie up the 9-1-1 trunks. **NENA 56-005, 3.5**

**Standard for information gathering:** The PSAP telecommunicator will obtain the basic information from the caller. At a minimum, this information should include: the address or exact location, call back number, type of emergency, time of occurrence, hazards, identity of those involved and their location. **NENA 56-005, 3.6**

- For those calls that are transferred to another telecommunicator for dispatch of emergency services, it is important to obtain certain minimum information in the event the call is lost during transfer. "Hazards" include any potential hazards at the scene, including the presence of weapons; it may also be appropriate to determine the relationship between the caller and those involved (1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> party). **NENA 56-005, 3.6**
- ✓ **Address verification:** The telecommunicator will verify all addresses reported. If the address provided by the caller matches the ALI display, the address may be considered verified. In the event there is a discrepancy, additional steps must be taken to verify the location of the incident being reported, such as repeating the address twice and/or annunciating each digit of the address if necessary to clarify. **NENA 56-006, 3.6.1**

**Transferring Emergency Calls:** When emergency calls need to be transferred to another Primary or Secondary PSAP, the telecommunicator will transfer the call without delay. The telecommunicator will advise the caller: "Please do not hang up; I am connecting you with the (name of the agency)." The telecommunicator should stay on the line until the connection is complete and all pertinent information has been relayed to the answering PSAP. **NENA 56-005, 3.7**

#### **Non-Standard Calls:**

- **Abandoned calls/disconnects:** The telecommunicator will attempt a call back when a 9-1-1 call is routed to the PSAP and the call disconnects before the telecommunicator can determine if assistance is needed. The telecommunicator will call the number back once to make this determination. If the phone is busy or there is no answer, additional attempts to contact the caller will not be made by the telecommunicator. If the callback attempt goes to voice mail, no message will be left. **NENA 56-005, 3.9.1**
- **Response to abandoned calls:** In the event a call is abandoned or disconnected before the telecommunicator can determine if emergency assistance is needed, a police unit will be dispatched to the location indicated by the PSAP display (ALI). **NENA 56-005, 3.9.1**
- **Silent calls:** In compliance with Public Law 101-336, also known as the *Americans with Disabilities Act*, all silent calls will be interrogated with a TTY/TDD to determine if the caller is attempting to report an emergency using a special communications device for hearing impaired individuals. **NENA 56-005, 9.2**
- **9-1-1 Misdialed:** A call is classified as a 9-1-1 misdialed when the caller stays on the line and admits to the misdialed. **NENA 56-005, 9.3**

- **Unintentional 9-1-1 Call:** A call is classified as unintentional when the 9-1-1 personnel can hear conversation, radio, etc. in the background and have listened sufficiently and checked with a TTY/TDD to determine that there is no indication of an emergency situation. **NENA 56-005, 9.4**
- **Prank calls:** Telecommunicators will call back a suspected prank caller. Prank calls should be treated as a real emergency until proven otherwise. The called party will be questioned to determine if further action is needed or a response is required. **NENA 56-005, 9.5**
- **False reports:** False or unfounded 9-1-1 calls will be handled in accordance with local policy. **NENA 56-005, 9.6**
- **Misrouted calls:** Calls may be received at a PSAP that are intended for another PSAP. These calls should be transferred to the other PSAP, if possible, after advising the caller of the transfer. One-button transfer capability, or other enhanced transfer method, for other PSAPs in the home county should be available to the telecommunicator. Calls of this type include Wireless (and wireline) misroutes as well as nomadic VoIP callers. Out of area PSAP contact information may be found in the NENA PSAP Registry or via the NLETS system. **NENA 56-005, 9.7**

**Back up Answering Services and Default Routing:**

The PSAPs agree to provide back-up answering services and handle default routing as established within the protocols agreed to by all PSAPS and separately published.

**Call Data Error:**

- **ALI Failure:** In the event of a failure to provide a caller location, an attempt to determine the address from which the call originated will be made through reverse look-up, where permitted, or by contacting the telecommunications service provider. **NENA 56-005, 3.11.1**
- **ANI Failure:** In the event a 9-1-1 call received without an ANI display, the call will be treated as if received on a 7-10 digit emergency line. The telecommunicator will obtain the basic information from the caller. At a minimum, this information should include: the location of the incident, call back number, type of emergency, time frame, hazards, identity of those involved and their location. **NENA 56-005, 3.11.2**

**Trouble Reports:**

- **Equipment problems.** All 9-1-1 telephone equipment problems will be reported immediately on a maintenance log. A maintenance log will be completed and forwarded to the E911 Program Office on every Monday morning. **NENA 56-005, 3.12.1**

**Network Services:**

- **Grade of Service Objectives:** The network services shall be provisioned in such quantities as to provide a minimum P.01 Grade of Service. Each network transport facility group shall be so configured. The PSAP shall, in a timely manner, notify the E911 Program Office of any network blockages noted within the E911 Network System. **NENA 03-006, 2.3.2**
- ✓ **P01 Grade of Service:** The probability (P), expressed as a decimal fraction, of a telephone call being blocked. P.01 is the grade of service reflecting the probability that one call out of one hundred during the average busy hour will be blocked. P.01 is the minimum recommended Grade of Service for 9-1-1 trunk groups. **NENA ADM-000.17**

## EXHIBIT "B"

### COMPENSATION AND PAYMENT

The maximum consideration under this agreement shall not exceed \$23,242.00.

- 1) A cost-related payment method shall be used to reimburse PSAP for E911 Funds Distribution on an interim monthly basis. This is determined by the following calculation:

Total Allocation / Total Number of Months in Agreement Period.