ENHANCED 911 SERVICE AGREEMENT
BETWEEN _____ COUNTY
AND _____

This agreement is made and entered into by and between _____ County, a governmental entity organized under the Laws of the State of Washington (hereinafter "County"), and _____, a corporation organized under the Laws of the State of _____ (hereinafter "_____").

WHEREAS, _____ provides emergency telephone service and its customers have the exclusive use of the telephone number "911" for universal emergency service (E911 Service), and;

WHEREAS, _____ offers telephone service within the geographic boundaries of _____ County and 911 calls from its customers will be routed to Public Safety Answering Points (PSAPs) within the County E911 System;

NOW THEREFORE, County and _____ agree as follows:

1.0 DEFINITIONS.

1.1 Automatic Location Identification (ALI). A feature by which the name and address associated with the calling party's telephone number is forwarded to the PSAP for display.

1.2 Automatic Number Identification (ANI). A feature by which the calling party's telephone number is forwarded to the PSAP for display.

1.3 Company Identifier. A National Emergency Number Association (NENA) approved 3-5 character identity chosen by the telephone service provider that distinguishes the entity providing the dial tone to the subscriber. The Company Identifier is maintained by NENA in a nationally accessible data base.

1.4 Default Routing. A feature activated when an incoming 911 call cannot be selectively routed due to an ANI failure, garbled digits, or other causes. Such incoming calls are routed from the E911 Tandem to a default PSAP designated by the County.

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

1.6 Emergency Service Numbers (ESNs). Numbers used to route 911 calls to primary and secondary PSAP locations, as well as to identify unique combinations of police, fire, and emergency medical services agencies responsible for providing emergency service in a geographic area.

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

1.8 E911 Service. A communication service whereby one or more Public Safety Answering Point (PSAP) locations, designated by _____ County, 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 geographic area of _____ County.

1.9 E911 Tandem. A central office which provides tandem switching of 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing feature and certain maintenance functions for each PSAP. The Primary and Secondary E911Tandems for the County are located in Seattle and are operated by Qwest Communications, Inc. (Qwest).

1.10 Master Street Address Guide (MSAG). A data base of street names and address ranges within their associated communities defining ESN boundaries for 911 purposes.

1.11 National Emergency Number Association (NENA). An association which is nationally recognized by 911 professionals as the national 911 association. This association establishes a variety of 911 standards which are recognized throughout the 911 industry, including standards for 911 data exchange.

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

1.13 Public Safety Answering Point (PSAP). An answering location designated by local governments 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 basis from primary PSAPs.

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

1.15 Subscriber. The retail purchaser of telephone service from _____ as telephone service is defined in RCW 82.04.065(3).

2.0 _____ RESPONSIBILITIES.

2.1 Subscribers of _____ who call 911 forfeit 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.

2.2 _____ shall process subscriber address changes within one business day from time of receipt. Such address information shall be provided to Qwest as the 911 ALI data base provider for the County, and shall be transmitted in the NENA data format standard which is currently utilized by Qwest at the direction of the County.

2.3 When the County and/or the PSAPs have identified an ALI data base error or a Selective Routing error related to a _____ subscriber, _____ will work with Qwest and the County to resolve the error within five (5) business days of receipt.

2.4 _____ shall maintain a complete back-up of all subscriber record files at all times.

2.5 _____ shall provide a minimum of two (2) dedicated 911 circuits from each of its End Offices to the Primary and Secondary E911 Tandems, and ensure that sufficient facilities are provided to maintain a minimum of a P.01 Grade of Service from each End Office to each E911 Tandem.

2.6 _____ shall provide quarterly traffic studies in a format approved by the County to aid the County in evaluating that sufficient facilities are being provided to meet a minimum of a P.01 Grade of Service.

2.7 Where _____ facilities permit, _____ shall install route diversification and redundancy of all facility routes from its End Offices to the E911 Tandems.

2.8 _____ shall provide the County with a list of all End Offices which provide service within the geographical area of _____ County. For each End Office, a list of the geographical areas served by that End Office shall be provided.

2.9 For each geographical area within _____ County in which _____ provides telephone service, an ESN shall be assigned by the County which shall direct the Default Routing of 911 calls to the appropriate PSAP which serves that geographical area. At the discretion of the County, when a small number of customers are served by _____ in a particular geographic area, more than one geographic area may be served by a default ESN.

2.10 _____ shall provide monitoring of 911 circuits to discover errors, defects, and malfunctions in the 911 circuits between its End Offices and the E911 Tandems in accordance with WAC 480-120-530; Emergency Services.

2.11 E911 Service network repair and maintenance shall be done in accordance with the Washington State Quality of Service Rules as outlined in WAC480-120-520; Major Outage and Service Interruptions.

2.12 _____ shall register with NENA to obtain a Company Identifier which shall be included in _____'s ALI data base for display at the PSAP.

2.13 _____ shall provide the County with a current list of employee contact names, responsibilities, telephone numbers, pager numbers, and addresses to be utilized for the coordination of the E911 Service described herein. Such list shall be provided to the County at the time of the signing of this agreement, and updated lists shall be provided as necessary.

2.14 _____ shall provide the County with a local telephone number or an 800 telephone number which is accessible on a twenty-four (24) hour day, seven (7) day week, fifty-two (52) weeks per year basis for the PSAPs and the County to contact in the event that security assistance is required on a 911 call or in an emergency situation, i.e. interrupt or verify services.

2.15 _____ shall remit the 911 excise tax on switched access lines to _____ County as authorized by _____ County Ordinance No. 11589.

2.16 Year 2000 Compliance. An information system is "Year 2000 Compliant" when the system is able to accurately process date data--including, but not limited to, calculating, comparing, and sequencing--from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

_____ represents and warrants that the computer equipment, software and systems, individually and in combination, as provided by _____ under this Agreement, shall be Year 2000 Compliant, when used in accordance with the documentation supplied by _____. _____ further represents and warrants that any upgrades, modifications, customizations or new versions of the computer equipment, software and systems, individually and in combination, shall be Year 2000 Compliant, when used in accordance with the documentation supplied by _____.

3.0 COUNTY RESPONSIBILITIES.

3.1 The PSAPs within the County's E911 System shall answer 911 calls on a twenty-four (24) hour day, seven (7) day week, fifty-two (52) weeks per year basis.

3.2 The County shall continue to verify the accuracy of the routing information contained in the MSAG and to coordinate the maintenance of the MSAG with Qwest as the E911 data base provider.

3.3 The County shall ensure that there are a sufficient number of 911 circuits between the E911 Tandems and the PSAPs and provide customer premises equipment at the PSAPs with a capacity adequate to handle the number of incoming 911 circuits necessary to provide a P.01 Grade of Service.

3.4 E911 Service is intended for emergency use only, and each County PSAP shall subscribe to local exchange service for administrative purposes, for placing outgoing calls, and for receiving other calls.

3.5 On each 911 call, the PSAPs shall attempt, where feasible, to determine the location of the incident with the caller to allow for the dispatching of emergency services.

3.6 If a County PSAP receives a 911 call and determines that the location of the caller is outside its service area, the PSAP shall attempt to relay or transfer the 911 call to the appropriate PSAP.

3.7 The County shall provide _____ with a current list of employee contact names, responsibilities, telephone numbers, pager numbers, and addresses to be utilized for the coordination of the E911 Service described herein. Such list shall be provided to _____ at the time of the signing of this agreement, and updated lists shall be provided as necessary.

4.0 E911 TARIFFS.

The County and _____ incorporate by reference the terms, conditions and rates now contained, or as later modified, in the _____ E911 Tariff for the State of Washington. 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.

5.0 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 service provided 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.

6.0 TERM.

The term of this E911 Service Agreement shall be for a period of five (5) years, commencing on the date of the latest signature on this agreement, unless terminated earlier under provisions of paragraph 7 "Termination".

7.0 TERMINATION.

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.

8.0 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, whether written or oral.

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

_____ COUNTY

_____

_____	_____
Signature	Signature
_____	_____
Name (Typed or Printed)	Name (Typed or Printed)
_____	_____
Title	Title
_____	_____
Date	Date