PUGET SOUND EMERGENCY RADIO NETWORK
IMPLEMENTATION PERIOD
INTERLOCAL COOPERATION AGREEMENT

TABLE OF CONTENTS

1.0 Rules of Construction and Definitions 4

2.0 Duration of Agreement 7

3.0 The Parties' Responsibilities 8

4.0 Joint Board 8

5.0 PSERN System Implementation 13

6.0 Dispatch Center Equipment Implementation 17

7.0 Subscriber Radio Equipment Implementation 18

8.0 PSERN Project Budget for Implementation Period 20

9.0 Transfer of System for Operations Period 22

10.0 Operations and Maintenance Pending Transfer 23

11.0 Intellectual Property, Confidential Information and Records 24

12.0 Force Majeure 25

13.0 Termination of Agreement; Addition, Withdrawal and Removal of a Party 25

14.0 Legal Relations 26

15.0 General 28

EXHIBITS

Ex. 1 Contracting Plan

Ex. 2 List of Party Owned/Controlled Sites

Ex. 3 List of Frequencies

Ex. 4 Cost Allocation Model

Ex. 5 List of User Agencies Eligible for Radio Exchanges

Ex. 6 Contact Information

PUGET SOUND EMERGENCY RADIO NETWORK
IMPLEMENTATION PERIOD
INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) by and among King County ("County") and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, each a political subdivision of the State of Washington (individually, a "Party," and collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, including the Emergency Radio Communications System Interlocal Cooperation Agreement, are responsible for the ownership, operations and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and repairs.

B. The Parties have determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, and uniformly high-quality emergency radio communications at a cost-effective price. Said new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

C. The Parties seek to finance the costs of implementing the PSERN System by a funding measure to be placed on the ballot by the King County Council for consideration by the qualified electorate in King County.

D. The Parties desire that the County act as the lead agency for planning, procurement, financing and implementation of the PSERN System and that a new non-profit corporation will be formed to assume the ownership and control of the PSERN System following Full System Acceptance.

E. The purpose of this Agreement is to establish the terms under which the Parties will undertake the planning, financing, procurement, site acquisition and development, equipment installation, and other activities necessary to implement the PSERN System.

F. Concurrent with this Agreement, the Parties are entering into the "Memorandum of Agreement Regarding Future Operation of Puget Sound Emergency Radio Network" (the MOA) to establish agreement to some of the material terms of a future interlocal agreement for governance of the new non-profit corporation, referred to herein as the "PSERN Operator", that will be created by the Parties and be responsible for the

ownership, operations, maintenance, and on-going upgrading/replacing of the PSERN System during its anticipated useful life.

TERMS AND CONDITIONS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following terms and conditions.

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral gender (and vice versa).

1.1.2 References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices are to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

1.1.5 The words "shall" or "will" shall be deemed to require mandatory action.

1.1.6 Words such as "herein," "hereof" and "hereunder" are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as "person" or "party" shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to "days" shall mean calendar days unless expressly stated to be "Business Days." If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by the County, the due date shall be deemed to be the next Business Day.

1.1.9 Words not otherwise defined that have well-known technical industry meanings are used in accordance with such recognized meanings.

1.1.10 The headings and captions inserted into this Agreement are for

convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.11 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.1.12 The Parties agree that if any provision of this Agreement conflicts with a provision of the Emergency Radio Communications System Interlocal Cooperation Agreement such that the conflicting provisions cannot be harmonized, the provisions of this Agreement shall prevail.

1.2 Definitions

Words and terms shall be given their ordinary and usual meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Agreement means this Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.

1.2.2 Alternate means a person appointed to serve in the absence of a Joint Board Representative.

1.2.3 Appointing Party(ies) means the City of Seattle, the EPSCA Cities, the ValleyCom Cities and King County.

1.2.4 Confidential Information means any information in written, graphic, verbal or machine-recognizable form that: (a) is related to the PSERN System; (b) is provided to a Party by another Party, the PSERN Contractor or another person or entity; and (c) is marked or identified as "confidential", "proprietary," "trade secret" or similar designation.

1.2.5 Contract Change shall have the meaning set forth in Exhibit 1.

1.2.6 Cost Allocation Model means the method used for determining the user rates applicable to Dispatch Centers and User Agencies for fees they will pay to either the County or the PSERN Operator during the Operations Period.

1.2.7 County means King County, Washington.

1.2.8 Dispatch Center means a facility or an entity that uses the PSERN System to dispatch users of Subscriber Radios.

1.2.9 EPSCA means the Eastside Public Safety Communications Agency.

1.2.10 EPSCA Cities means the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, Washington.

1.2.11 Full System Acceptance (FSA) means the determination issued to the PSERN Contractor upon satisfactorily completing the final system development phase milestone.

1.2.12 Implementation Period means that period of time from the effective date of this Agreement through and until the beginning of the first full month after issuance of FSA.

1.2.13 Joint Board means the board formed by the Parties under this Agreement.

1.2.14 KCERCS means the existing King County Emergency Radio Communication System.

1.2.15 NAC means a notice of apparent completion issued under the contract with the PSERN Contractor.

1.2.16 Operations Budget means the budget funded by fees from Dispatch Centers and User Agencies to pay for the costs of operating, maintaining and upgrading the PSERN System after FSA.

1.2.17 Operations Period means the period that commences with the first full month after FSA.

1.2.18 Party means a signatory to this Agreement and excludes a signatory that withdraws from this Agreement.

1.2.19 Project (or PSERN Project) means all authorized activities relating to the planning, analysis, design, development, acquisition, site development, installation, testing, training, and operation of the PSERN System until FSA, starting-up a new PSERN Operator, transferring the PSERN System to same and any decommissioning, contract close-out and other project completion activities.

1.2.20 Project Budget means the budget approved by the Joint Board to spend the funds the County Council has appropriated to carry out PSERN Project activities and to fund the Rate Stabilization Allocation described at Section 8.8 of this Agreement.

1.2.21 Project Fund means the funds held by the County to fund the Project Budget including proceeds from the County-wide levy and proceeds from any bond or debt instruments.

1.2.22 Project Director means the County employee assigned to lead Project activities.

1.2.23 PSERN means the Puget Sound Emergency Radio Network.

1.2.24 PSERN Contractor means the prime contractor under County Contract #5729347 (or the County Contract) that is responsible, among other things, for supplying the PSERN System's equipment and software.

1.2.25 PSERN Operations Period ILA (or Operations Period ILA) means the future interlocal cooperation agreement to be entered into by the Parties in accordance with the MOA in order to establish the terms under which the PSERN Operator will own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

1.2.26 PSERN Operator means the new entity to be formed pursuant to the MOA and Section 9.1 of this Agreement to own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

1.2.27 PSERN Project (see "Project").

1.2.28 PSERN System or System means all the elements constituting the PSERN System, excluding Subscriber Radios unless the context indicates inclusion.

1.2.29 Representative means a person appointed by an Appointing Party(ies) to serve on the Joint Board.

1.2.30 Subscriber Radio means an end user radio and includes a mobile (vehicular) and portable (handheld) radio which has been authorized and programmed to operate on the System.

1.2.31 User Agency means an entity that uses the PSERN System under a valid User Agency Agreement for its employees' radio communications.

1.2.32 User Agency Agreement means an agreement executed between the County or the PSERN Operator, as appropriate, and a User Agency establishing the terms under which a User Agency is allowed to access and use the System.

1.2.33 ValleyCom means the Valley Communications Center.

1.2.34 ValleyCom Cities means the Cities of Auburn, Federal Way, Kent, Renton, and Tukwila, Washington.

2.0 DURATION OF AGREEMENT

2.1 This Agreement shall take effect on the date when last signed by an authorized representative of each Party.

2.2 Unless extended by written amendment as provided in Section 15.10 or terminated earlier as provided in Section 13, this Agreement shall expire upon the issuance of FSA and the County's written notice to the other Parties that all Project activities have been completed.

2.3 Notwithstanding Section 2.1 and 2.2 above, if the Project is not funded by a voter approved measure prior to January 1, 2018, this Agreement shall terminate on January 1, 2018 unless extended by agreement of the Parties.

3.0 THE PARTIES' RESPONSIBILITIES

3.1 Appointing Representatives to Joint Board

The Parties, or groups of Parties, shall appoint Representatives to the Joint Board as provided under Section 4.

3.2 Use of Land and Improvements

To the extent provided in Section 5.3, each Party agrees to make land and improvements available for PSERN System use.

3.3 Use of Licensed Spectrum

To the extent provided in Section 5.4, each Party agrees to make licensed spectrum under its direct or indirect control available for PSERN System use.

3.4 Cooperation on PSERN System Activities

Each Party understands and agrees that it is essential to public safety, within its jurisdiction and throughout King County, that the PSERN System be implemented without delay. In support of that objective, each Party agrees to cooperate in good faith with each other in all activities related to the PSERN System's implementation, operation and maintenance, which cooperation shall include: promptly responding to requests for information among the Parties; exercising best efforts to expedite the processing and execution of any requested reviews, inspections, approvals, permits, leases and agreements; and timely performing any construction, installation, testing and maintenance activities related to the PSERN System.

3.5 Other Responsibilities

The Parties shall be responsible for such other activities and obligations as are specified herein or arise from a Joint Board action.

4.0 JOINT BOARD

4.1 Creation of Joint Board

By executing this Agreement, the Parties hereby create a Joint Board pursuant to RCW 39.34.030(4). The Joint Board is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Joint Board shall oversee the activities of the Parties in connection with the PSERN System as provided in this Agreement. The Joint Board shall act on behalf of all Parties and as may be in the best interests of the PSERN Project. The Joint Board is not authorized to enter into contracts, own assets, or hire employees.

4.2 Joint Board Representatives

4.2.1 The Joint Board shall consist of four (4) voting Representatives appointed as follows by the Parties, or groups of Parties:

a. City of Seattle: one (1) Representative and one (1) Alternate.

b. Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond collectively: one (1) Representative and one (1) Alternate.

c. Cities of Auburn, Federal Way, Kent, Renton and Tukwila collectively: one (1) Representative and one (1) Alternate.

d. King County: one (1) Representative and one (1) Alternate.

4.2.2 The non-voting Chair of the Joint Board shall be the Deputy County Executive or his/her designee. The Chair or designee shall conduct the Joint Board's meetings and supervise the administrative activities related to meetings including scheduling, preparing the agendas, providing reports and other information materials to the Representatives and creating records of Joint Board actions.

4.2.3 The Joint Board may also appoint a chief of a police agency and a chief of a fire agency to serve as non-voting participants on the Joint Board, provided they are from agencies within King County.

4.2.4 The County Executive, the Mayor of the City of Seattle, the Mayors of the EPSCA Cities, and the Mayors of the ValleyCom Cities shall each provide to the Joint Board's Chair a written notice identifying the names of a primary Representative and an alternative Representative (Alternate) who are authorized to speak, vote and otherwise act on behalf of their respective Appointing Party or group of Parties. Such notices shall include the name(s), contact information and effective date(s) of the appointments.

4.2.5 An Alternate may only speak and vote on behalf of his/her Appointing Party(ies) if: (a) the Chair has received written notice of the Alternate's appointment; and (b) the primary Representative is absent from the meeting. References in this Agreement to a "Representative" shall include an Alternate who has been appointed in accordance with this Agreement and is acting in the absence of the primary Representative.

4.2.6 The Appointing Party or group of Parties shall promptly replace any vacancy in its positions of Representative and Alternate and may, at any time, replace its Representative or Alternate by giving the Chair of the Joint Board written notice of the change including: the name(s), contact information and effective date(s) of the replacement(s).

4.2.7 Each Representative and each Alternate shall be an employee of his/her Appointing Party(ies), ValleyCom or EPSCA. No Representative or Alternate shall be deemed to be an employee of, or entitled to compensation from, any Party other than his/her Appointing Party.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Joint Board shall be all four (4) voting Representatives and the Chair or his/her designee.

4.3.2 The Joint Board shall establish procedures for its operations and meetings, including establishing regular monthly meeting schedule and location and providing for the scheduling of special and emergency meetings. To the extent allowed by Washington law, the Joint Board may establish procedures for conducting meetings by telephonic or other electronic means provided that all Representatives and members of the public are able to hear each other during the meeting. If such procedures are established by the Joint Board, any Representative participating in a meeting by such means is deemed to be present at the meeting for all purposes including establishing a quorum.

4.3.3 The Joint Board shall take action by the unanimous vote of all four (4) voting Representatives.

4.3.4 Representatives must be present at a meeting to vote and may not vote by proxy.

4.3.5 The voting Representatives may select an acting Chair to serve in the absence of the Chair or his/her designee.

4.3.6 The Joint Board shall comply with applicable requirements of the Washington State Open Public Meetings Act (Chapter 42.30 RCW).

4.4 Joint Board Actions

4.4.1 The Joint Board shall oversee the implementation, operation and maintenance of the PSERN System to the extent provided in this Agreement. In furtherance of that oversight, the Joint Board is specifically authorized to take the following actions:

a. Amend this Agreement including any exhibits without legislative approval by the Parties;

b. Establish committees and advisory groups, including an advisory operations board of emergency radio users, to perform activities related to the PSERN Project or to provide reports or recommendations to the Joint Board related to the PSERN Project;

c. Adopt and amend policies, business rules, procedures, standards and guidelines related to the PSERN System including System access and use, security, and System and Subscriber Radio maintenance, upgrading and security;

d. Approve the Project Budget subject to County Council appropriation;

e. Approve contracts related to the Implementation Period;

f. Approve those leases related to the PSERN System for which the monthly rent exceeds the per site monthly rent authorized in the Project Budget;

g. Approve changes to PSERN System-related contracts if the cost of the change exceeds the authority granted to the Project Director under the Contracting Plan attached hereto and made a part hereof as Exhibit 1;

h. Approve the PSERN System design and any changes to same affecting System performance;

i. Approve the issuance by the County to the PSERN Contractor of Notice of Apparent Completion (NAC) of the following milestones:

(i) Milestone 3H: System Optimization and RF Coverage Testing

(ii) Milestone 3J Operational and Functional System Test

(iii) Milestone 3K Pilot Test with 100 Users

(iv) Milestone 5C Full System Acceptance

j. Approve a transition plan that defines the tasks, responsibilities and schedule for transitioning from the KCERCS to the PSERN System including moving Dispatch Centers and User Agencies onto the PSERN System;

k. Approve agreements between the County and User Agencies and Dispatch Centers establishing the terms and conditions for access to and use of the PSERN System;

l. Approve such other actions as are specified under this Agreement as being made by the Joint Board;

m. Delegate the Joint Board's authority under this Agreement subject to such limitations and conditions as the Joint Board may establish; and

n. Approve a Party's request to withdraw from this Agreement and the terms and conditions of such approval in accordance with Section 13.

4.4.2 Notwithstanding any grant of authority to the Joint Board as set forth in this Agreement, the Joint Board shall not take any action that would negatively affect the taxability of bonds or other debt instruments issued by the County from the County-wide levy funds collected for the Project.

4.4.3 The PSERN System-related contracts will require prompt review of deliverables and notices of milestone completion. The Joint Board shall hold special meetings as needed and take action in a timely manner so as to avoid delay and other claims by PSERN System-related contractors.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Joint Board action is moved at a Joint Board meeting but fails for lack of a unanimous vote by all four (4) Representatives, a voting

Representative may submit written notice of an impasse to the other Representatives and the Joint Board Chair. The notice shall include a statement of the action being sought and the history of any Joint Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Chair or his/her designee shall designate a mediator to assist the Joint Board in resolving the impasse. The mediator shall be experienced in resolving disputes in public sector capital projects and may not be an employee of any of the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN Project that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Representatives to cooperate with the mediator in good faith including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Representatives. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, each Party shall pay an equal percentage share of the cost of the mediator's fees and expenses, if any. The County shall pay the mediator and invoice each Party for its share. Each Party shall pay the County within thirty (30) days after receiving the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Joint Board to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected official designated by the ValleyCom Cities. The Joint Board and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Joint Board vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

4.6 Emergency Procedures

In the event that an emergency, as defined by RCW 39.04.280, has or may have direct, significant and material negative effects on the implementation, operation and maintenance of the PSERN System, the Parties acknowledge that for all contracts entered into by the County and supported by levy funds, the King County Executive shall have the authority to issue a determination of emergency and the provisions of King County Code 2.93.080 shall apply. The Project Director shall communicate to the Parties each decision made pursuant to any emergency determination as soon as reasonably possible.

4.7 Record of Action

Actions by the Joint Board shall be memorialized in writing and signed by the Chair or acting chair of the Joint Board. A copy of each action shall be distributed to each Joint Board Representative and Alternate within ten (10) Business Days of the action.

4.8 Joint Board Administrative Support

The County shall provide administrative support for the Joint Board. The cost of providing such support shall be covered by the PSERN Project Budget during the Implementation Period and by the PSERN Operations Budget during the Operations Period.

5.0 PSERN SYSTEM IMPLEMENTATION

5.1 Project Management

The County will be responsible for performing all Project management activities including:

a. all personnel actions related to the Project Director and other County employees assigned to Project activities;

b. scheduling and management of day-to-day Project activities;

c. developing a Project Budget and obtaining County Council appropriation(s), approving expenditures, and tracking expenditures against the Project Budget including its contingency;

d. developing, tracking, and updating all required Project documentation;

e. developing and performing all financial, accounting and inventory-control processes including establishing a Project Fund to receive levy and bond proceeds, processing invoices and making payments and distributions from the Project Fund, responding to audits, and tracking the receipt and distribution of equipment and other deliverables in accordance with applicable laws, regulations and policies;

f. developing and implementing a transition plan for Joint Board approval;

g. coordinating PSERN Project activities with the Parties and the KCERCS's users; and

h. providing regular reports to the Joint Board on the Project's activities during the Implementation Period.

5.2 Contracting and Equipment Ownership

5.2.1 Subject to Joint Board approval, the County will procure, execute and administer all contracts, licenses and agreements related to the planning, analysis, design, development, installation, construction and testing of the equipment, software, facilities, improvements and other elements of the PSERN System.

5.2.2 The Project Director shall be responsible for contract procurement and contract administration activities in accordance with Exhibit 1.

5.2.3 As the Party entering into the contract(s), the County will become the owner of the delivered PSERN System equipment except as provided in Section 7 for Subscriber Radios. The County will transfer said ownership to the new PSERN Operator formed in accordance with Section 9 and the MOA.

5.3 PSERN System Sites

5.3.1 Subject to Joint Board approval if required under Section 4.4.1(f), the County will enter into leases and other arrangements to acquire the rights, for itself and its contractors, successors and assigns, to access, install, use, develop, or construct towers, structures, equipment, facilities and other improvements as needed for PSERN System implementation.

5.3.2 The PSERN System sites identified in the List of Party Owned/Controlled Sites, attached hereto and made a part hereof as Exhibit 2, are controlled directly or indirectly by those Parties as indicated therein. If and to the extent a Party's interest permits, each such listed Party agrees to enter into a lease(s), assignment or other appropriate agreement with the County to permit the use by the PSERN System of the listed site(s) under its control on terms and conditions no worse than the best terms and conditions (for the lessee) that are then applicable in a comparable lease, license or agreement with another governmental entity. Consideration for such a lease may be provided as a cash payment, credit, or reciprocal benefit.

5.3.3 If during the PSERN System design process, other potential locations for PSERN System equipment or facilities are identified on any land or any improvement (such as buildings and towers) in which any Party has an ownership or tenancy interest, or otherwise controls, directly or indirectly through EPSCA or ValleyCom, then subject to any legal limitations, such Party agrees to enter into a lease(s), assignment or other appropriate agreement with the County to permit the use of such land or improvements by the PSERN System. Notwithstanding the forgoing, a Party shall not be required to enter into any lease, assignment, or other agreement that impairs a Party's right and ability to use the equipment or facilities as necessary for KCERCS or the Party's own purposes. The land and improvements shall be offered to the County:

a. with a right of first refusal; and

b. on terms and conditions no worse than the best terms and conditions (for the lessee) that are then applicable in a comparable lease, license or assignment with another governmental entity. Consideration for such a lease may be provided as a cash payment, credit, or reciprocal benefit.

5.3.4 Nothing in this Agreement shall require a Party, ValleyCom, or EPSCA to terminate or interfere with an existing lease or use of land or improvements.

5.3.5 The Parties will cooperate with the County in fulfilling its role and responsibilities under this Agreement. Without limiting the foregoing, the EPSCA Cities and the ValleyCom Cities shall propose and support measures at the EPSCA and ValleyCom boards, respectively, as necessary to effect the purposes and intent of this Section 5.3 and to the extent permitted by law. The Parties acknowledge and support EPSCA and ValleyCom each directly entering into an agreement with the County by which each will agree, in consideration for its opportunity (and/or its member cities' opportunity) to participate in the PSERN System, to be bound to the provisions of Sections 5.3.2 and 5.3.3 as they relate to property owned or controlled by EPSCA and ValleyCom respectively.

5.3.6 In the event the Project is not funded by a voter approved measure prior to January 1, 2018, and this Agreement terminates on January 1, 2018, all leases and agreements entered into pursuant to this Section 5.3 shall also terminate on January 1, 2018 unless otherwise agreed to by the parties to the lease or agreement.

5.4 Frequencies

5.4.1 The Parties agree that they will cooperate with the County in any Federal Communications Commission process or application necessary to make available, or cause to be made available, for use in the PSERN System the licensed frequencies identified in the List of Frequencies attached hereto and made a part hereof as listed in Exhibit 3, and including any successor frequencies under re-banding. As part of the PSERN System design process, the Parties agree to cooperate in the development of PSERN frequency plans including agreeing to relicensing frequencies from the sites in which they are currently used to other sites in the PSERN System. Further, the Parties will consent to use of frequencies by the County and the PSERN Contractor under the design standards of the PSERN System.

5.4.2 The Parties will cooperate with the County in fulfilling its role and responsibilities under this Agreement. Without limiting the foregoing, the EPSCA Cities and the ValleyCom Cities shall propose and support measures at the EPSCA and ValleyCom boards, respectively, as necessary to effect the purposes and intent of this Section 5.4. The Parties acknowledge and support EPSCA and ValleyCom each directly entering into an agreement with the County by which each will agree, in consideration for its opportunity (and/or its member cities' opportunity) to participate in the PSERN System, to be bound to the provisions of Section 5.4.1 as it relates to frequencies licensed to or controlled by EPSCA and ValleyCom respectively.

5.4.3 In the event a Party withdraws or otherwise terminates its participation in this Agreement and the PSERN System, it shall surrender all rights and interests it may have or claim to have in any frequencies determined by the Joint Board to be necessary for the PSERN System. The provisions and obligations of this Section 5.4 shall survive a Party's termination or withdrawal from, this Agreement.

5.4.4 The Parties agree to take all steps necessary to ensure that all spectrum used in the PSERN System is transferred to and licensed in the name of the

PSERN Operator to which ownership of the PSERN System is transferred after FSA. Said transfer and re-licensing shall be effected within sixty (60) days after ownership of the PSERN System has been transferred to the PSERN Operator.

5.4.5 Any frequencies currently used in KCERCS which are not reused in the PSERN System shall remain in the name of the original licensee under KCERCS and shall not be transferred to the PSERN Operator.

5.4.6 If the PSERN Project is terminated prior to FSA, or if following FSA the PSERN System is abolished in its entirety, the PSERN Operator (or if it has not yet been created, the County) will take all steps necessary to transfer the frequencies surrendered pursuant to this Section 5.4 back to each of the Parties, EPSCA, and ValleyCom, and/or their successors.

5.5 Transition from KCERCS to the PSERN System

5.5.1 The Parties agree to continue to operate and maintain the central switch, sub-systems and other elements of KCERCS to the extent the Parties directly or indirectly control such elements until the issuance of FSA of the PSERN System or such other time as the Joint Board approves. Nothing in this Agreement shall be interpreted to require a Party to undertake any action that would adversely and materially impact a Party's ability to operate KCERCS as necessary for public safety through the Implementation Period.

5.5.2 The Parties shall cooperate with each other in implementing the transition from the KCERCS to the PSERN System including:

a. moving or removing, or causing/permitting such moving or removing, of KCERCS equipment to accommodate the installation of PSERN System equipment;

b. consenting to the use by the County of frequency licenses for use in the PSERN System during the Implementation Period and until the licenses are transferred to the PSERN Operator, by:

(1) executing letters of concurrence allowing the County to be a co-licensee for those frequencies during the Implementation Period; and

(2) unlicensing those frequencies used by PSERN; and

c. timely performance of all applicable tasks and responsibilities specified in the Transition Plan adopted by the Joint Board.

5.5.3 The County will serve as the PSERN System manager and enter into agreements with Dispatch Centers and User Agencies establishing the terms and conditions for their transition to and use of the PSERN System, as more fully described in Sections 6 and 7.

5.5.4 Through their direct or indirect participation on the KCERCS's Regional Communications Board, the Parties agree to take such actions as are necessary

to effect the purposes of this section and any other matter necessary to the transition from the KCERCS to the PSERN System.

5.6 Decommissioning of KCERCS

It is expected that through the PSERN Project, all KCERCS equipment will be decommissioned and removed. However, to the extent KCERCS equipment is not decommissioned and removed due to a decision by the Joint Board or a Party, the Parties shall be responsible for decommissioning the elements of the KCERCS that they own or are owned by entities in which they participate.

6.0 DISPATCH CENTER EQUIPMENT IMPLEMENTATION

6.1 Dispatch Center Equipment

The PSERN Project Budget will fund the purchase of certain PSERN System equipment that will be installed at Dispatch Centers in King County in a like-for-like exchange of existing KCERCS-related equipment in order to enable the Dispatch Centers to access and use the PSERN System. The County shall be the owner of said PSERN System equipment during the Implementation Period and will transfer ownership to the PSERN Operator as provided in Section 9.

6.2 Dispatch Center Agreements

Neither the County nor the PSERN Operator may deny consoles or console service to any Dispatch Center. However, as a condition of using said consoles and the PSERN System, each Dispatch Center shall enter into a Dispatch Center Agreement with the County or the PSERN Operator. The County and the PSERN Operator shall make consoles and console service available to each Dispatch Center on substantially similar terms and conditions. The Dispatch Center Agreement shall include, among others terms, the following:

a. a grant by the Dispatch Center to the County and its successors and assigns for the space, access rights, power, fiber connections, internet access and other resources necessary for the County and its contractors to deliver, store, install, test, operate and maintain PSERN System equipment;

b. the quantities and types of equipment that will be funded by the PSERN Project Budget and installed at the Dispatch Center;

c. the schedule and locations for installation and testing of said equipment and training users;

d. the provision that the County or PSERN Operator, as appropriate, will provide maintenance, updates, and upgrades to consoles for as long as they shall remain in service and owned by the County or the PSERN Operator;

e. the process for repairing/replacing/upgrading equipment;

f. the obligations for the Dispatch Center to pay the user fees and other costs of connecting to the PSERN System during the Operations Period;

g. the Dispatch Center is responsible for theft, damage or other loss after delivery of equipment to the Dispatch Center's facility; and

h. a commitment by the Dispatch Center to execute a novation replacing the County with the new PSERN Operator for the Operations Period.

If a Party or entity is both a Dispatch Center and a User Agency, the above provisions may be addressed in a single Dispatch Center/User Agency Agreement.

7.0 SUBSCRIBER RADIO EQUIPMENT IMPLEMENTATION

7.1 County Purchase of Initial Order of Subscriber Radios

Pursuant to an executed User Agency Agreement as provided in Section 7.4, the County will purchase initial orders of Subscriber Radios on behalf of all User Agencies. Ownership of said County-purchased Subscriber Radios will be transferred to the User Agencies within the same fiscal year that the Subscriber Radios are put into service. User Agencies may enter into "piggyback" contracts with the PSERN Contractor for the direct purchase of additional Subscriber Radios.

7.2 Project Funding for Certain Subscriber Radios

The PSERN Project Budget will be used to fund the initial order of certain types of Subscriber Radios and accessories for the User Agencies identified in the List of User Agencies Eligible for Radio Exchanges, which is attached hereto and made a part hereof as Exhibit 5. A User Agency listed in Exhibit 5 shall be eligible to receive a Project-funded Subscriber Radio and a kit of standard accessories in exchange for a trade-in radio used in the KCERCS, provided that each trade-in radio:

a. was an active radio in the KCERCS zone controller within thirty (30) days prior to the date of the exchange; and

b. is an operable radio at the time of the exchange.

The new Subscriber Radio funded by the Project Budget shall be the type of radio that is the nearest equivalent to the trade-in radio.

7.3 Payments by User Agencies

7.3.1 A User Agency that is listed on Exhibit 5 shall pay the County for the added costs of any Subscriber Radios, features and accessories that are not covered by the Project Budget under Section 7.2.

7.3.2 A User Agency that is not listed in Exhibit 5 shall pay the County for the full cost, including taxes, of any Subscriber Radio purchased by the County on its behalf.

7.3.3 The County shall establish the method and timing of such payments in advance of placing an order with the PSERN Contractor.

7.4 User Agency Agreements

No User Agency may register or use a radio or other device on PSERN unless it has entered into a User Agency Agreement with the County or the PSERN Operator. Neither the County nor the PSERN Operator may deny radios or radio service to any agency permitted to be licensed in the Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 if that agency enters into and complies with the provisions of a User Agency Agreement. The User Agency Agreements shall include, among other terms, the following:

a. the quantities and types of Subscriber Radios that will be funded by the PSERN Project Budget and the amounts to be paid by the User Agency;

b. designation of the User Agency's status (primary or secondary) and priorities at the talkgroup level;

c. a grant of all space, access rights, power and other resources necessary for the County and its contractors to deliver, store, install, and test Subscriber Radios;

d. the schedule and locations for installation and testing of Subscriber Radios and user training;

e. the central management of encryption keys and the template for programming User Agency radios;

f. the prohibition with applicable timeframes on a User Agency's re-sale or transfer of any Subscriber Radios and the requirements for tracking and reporting all Subscriber Radios to the County;

g. the terms for use of the System including acceptable equipment models and features, protocols, maintenance standards and other conditions;

h. the process for repairing/replacing Project-funded Subscriber Radios through the end of the warranty period;

i. the obligations for the User Agency to pay the user fees and other costs of connecting to the PSERN System during the Operations Period;

j. the User Agency is responsible for theft, damage or other loss after delivery of equipment to the User Agency's facility; and

k. a commitment by the User Agency to execute a novation replacing the County with the new PSERN Operator for the Operations Period.

8.0 PSERN PROJECT BUDGET FOR IMPLEMENTATION PERIOD

8.1 Funding of Project Budget

The PSERN Project Budget will be funded by proceeds from a County-wide property tax levy and, as needed, proceeds from bond or other debt instruments issued by the County. The reimbursement and other payments provided under this Section are conditioned upon voter-approval of the funding levy and the County Council's adoption of an appropriation for the PSERN Project Budget. Except as provided in this Agreement or by action of the Joint Board, the City of Seattle, the EPSCA Cities, and ValleyCom Cities shall not be required to reimburse the PSERN Project Budget or the County for costs incurred during the Implementation Period.

8.2 Elective Contract Change

8.2.1 Any Contract Change determined by the Project Director to be elective, must be approved in advance by the Joint Board. The Joint Board may approve the Contract Change either as an elective Contract Change or if the Joint Board determines the change is not elective, as a Contract Change. At the time the Joint Board approves an elective Contract Change, it shall also approve a reimbursement allocation for the cost of the elective Contract Change to be paid by one or more Parties in the event the Project Budget is insufficient to cover some or all of the cost of the elective Contract Change as described in Section 8.2.2 below.

8.2.2 At the end of the Implementation Period, if the PSERN Project Budget is insufficient to pay the reimbursements and payments provided in this Section 8, the Parties shall reimburse the PSERN Project Budget for all Elective Contract Changes according to the allocations approved by the Joint Board, up to the amount of the budget shortfall beginning with the first adopted Elective Contract Change and proceeding in chronological order.

8.3 Reimbursement of Planning Phase Costs

8.3.1 The County shall use the Project Budget to reimburse itself, the City of Seattle, EPSCA and ValleyCom for the following costs incurred from August 1, 2012, through the start of the Implementation Period:

a. the costs of staff labor hours expended on planning, analysis, procurement, legal and other PSERN System-related activities; and

b. the costs of technical, financial, consultant, legal and other contractor services related to the PSERN System.

Reimbursement of labor hours shall be at the applicable hourly, monthly or annual rate that is used in the normal course when the employee's time is

charged for other purposes. Reimbursement for contractor services shall be at the reasonable, actual amount paid by the agency seeking reimbursement.

8.3.2 Requests for reimbursement under this Section 8.3 may be submitted to the County after the County Council's adoption of a PSERN Project Budget and appropriation.

8.3.3 Requests shall be submitted on a form prescribed by the County and be accompanied by such documentation as the County may require including time records and invoices.

8.4 Administrative, Election and Financing Costs

The Project Budget shall cover the County's costs of providing administrative support to the Joint Board and the election, legal, financing, administration and other costs associated with the levy and the issuance of any bonds or other debt financing.

8.5 Reimbursement of Implementation Period Costs

8.5.1 The Project Budget shall cover all of the County's costs incurred during the Implementation Period including:

a. payments to the PSERN Contractor and other contractors
b. County labor and internal charges
c. rents, fees and other costs related to real property access and development activities
d. insurance
e. equipment, tools, technology, devices, vehicles and supplies
f. travel
g. training
h. fuel
i. freight
j. utilities
k. security systems and services
l. road maintenance
m. cost of claims, litigation and related legal and other expenses.

8.5.2 The County shall use the Project Budget to reimburse the City of Seattle, EPSCA and ValleyCom for the costs expended during the Implementation Period on all PSERN System-related activities contemplated or required under this Agreement, including:

a. preparation for and participation at Joint Board and technical committee meetings;

b. witnessing the PSERN Contractor's factory testing, field testing of infrastructure and coverage testing; and

c. escorting PSERN Contractor personnel to sites at which the City of Seattle, EPSCA or ValleyCom have current KCERCS maintenance responsibilities.

Reimbursement of labor hours shall be at the applicable hourly, monthly or annual rate that is used in the normal course when the employee's time is charged for other purposes. Requests for reimbursement shall be submitted on a calendar quarter basis following the County Council's adoption of an appropriation for the PSERN Project Budget. Failure to submit a request within sixty (60) days after the end of a calendar quarter shall constitute a waiver of any reimbursement for cost incurred in said quarter. Requests shall be submitted on a form prescribed by the County and be accompanied by such documentation as the County may require including time records and invoices.

8.6 Subscriber Radio Purchases

The Project Budget will be used to fund the initial order of certain types of Subscriber Radios and accessories as provided in Section 7.

8.7 PSERN Operator's Start-up Costs

Upon creation of a new PSERN Operator as provided in Section 9.1, the County shall pay to said PSERN Operator the amount specified in the Project Budget for the new PSERN Operator's pre-FSA expenses for start-up activities under Section 9.2 and the Operations Period ILA.

8.8 Rate Stabilization Allocation

The County shall, within the Project Budget, set aside a Rate Stabilization Allocation in the amount of $ 2,619,406.00, the purpose of which shall be to reduce and phase in the impact of increased console and radio rates on PSERN System User Agencies and Dispatch Centers. By March 31 of the year prior to the expected date for FSA as projected by the Project Director, the Joint Board shall adopt a Rate Stabilization Allocation plan.

9.0 TRANSFER OF SYSTEM FOR OPERATIONS PERIOD

9.1 Creation of a new PSERN Operator

Not later than one year prior to the expected date for FSA as projected by the Project Director, the Parties shall create and establish a non-profit corporation as authorized under RCW 39.34.030 to own, operate, maintain, manage and upgrade/replace the PSERN System during the Operations Period.

9.2 Start-up of PSERN Operator

As provided in the Operations Period ILA, the Parties shall cause said new PSERN Operator to hire an Executive Director and staff, train staff, establish facilities, contract for goods and services, install systems and undertake all other steps necessary for the PSERN Operator to be able to accept the transfer of the PSERN System from the County and be fully responsible for the Operations Period upon issuance of FSA by the Joint Board.

9.3 Transfer and Novation Agreements

The Parties shall cause the PSERN Operator to enter into agreements with the County and third parties that effect the following upon FSA and after the County has determined and notified the Parties that all Implementation Period activities have been completed:

a. transfer all PSERN System-related equipment (other than Subscriber Radios as provided in Section 7.0); and

b. the novation of the contract with the PSERN Contractor, the Dispatch Center and User Agency Agreements and all licenses, leases and other contracts and agreements related to the PSERN System.

The Parties intend and agree that the PSERN Operator shall be deemed to be the successor to the County for all PSERN System purposes and shall assume all of the County's rights, responsibilities and liabilities under said contracts, licenses, leases and agreements.

10.0 OPERATIONS AND MAINTENANCE PENDING TRANSFER

10.1 Interim Operations

If the transfer of the PSERN System is not completed as provided in Section 9.0 above and the PSERN Operations Period ILA, then the County may continue to operate and maintain the PSERN System after FSA.

10.2 Cost Allocation Model

10.2.1 In the event the transfer to a new PSERN Operator has not occurred and if the County continues to act as the lead for operations and maintenance beyond FSA, the County will be paid monthly user rates by each Dispatch Center and User Agency, based on the Cost Allocation Model at Exhibit 4, until the transfer occurs and the County has closed out its role and incurs no more costs.

10.2.2 The Cost Allocation Model shall be applied to an annual Operations Budget developed by either the County or the PSERN Operator for each calendar year of operations after FSA. The Dispatch Center and User Agency rates shall be recalculated annually to reflect cost changes from January 1 through December 31 of each year, and shall be included in the Operations Budget, which shall be subject to approval by the Joint Board.

10.2.3 By May 1 of each year, the County or PSERN Operator shall calculate the share of costs to be billed to the Dispatch Centers and User Agencies in accordance with the Cost Allocation Model and Operations Budget in the coming year and transmit that information to each Dispatch Center and User Agency.

10.3 The County shall collect fees in accordance with the Dispatch Center and User Agency Agreements.

11.0 INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND RECORDS

11.1 Intellectual Property

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

11.2 Confidential Information

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

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

11.3 Records.

11.3.1 Each Party shall keep records as required by state law and in accordance with such policies, procedures and retention schedules as may be established by the Joint Board. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

11.3.2 Each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Joint Board. If a Party receives a public records request for records related to the PSERN System, the Party receiving the request shall promptly notify the Project Director and the Joint Board. Absent agreement by the Parties on other arrangements, the Party receiving the request shall remain responsible for responding to the requester. In the event a request for records is addressed to the Joint Board but specifies records of a single Party, such Party shall assume responsibility for responding to the request. In the event a request for records is addressed to the Joint Board but does not specify records of a single Party, the

County shall assume responsibility for coordinating the Parties' response to the request.

11.3.3 If the requested records include any Confidential Information, the Party receiving the request shall promptly notify the Party or other person or entity that designated the information as Confidential Information. Any Party receiving a public records request that includes Confidential Information shall not disclose the Confidential Information for ten (10) business days in order to give the affected Party or third party the opportunity to take whatever action they deem necessary to protect their interests before disclosure of the Confidential Information. A Party receiving a public disclosure request shall not be required to take any legal action in order to prevent disclosure of Confidential Information, nor shall a Party incur any liability to any other Party for disclosing Confidential Information in response to a public disclosure request so long as the disclosing Party has complied with the provisions of this Section 11.

12.0 FORCE MAJEURE

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

13.0 TERMINATION OF AGREEMENT; WITHDRAWAL OF A PARTY

13.1 Termination of Agreement by Joint Board.

The Joint Board may terminate this Agreement in its entirety by the unanimous affirmative vote of all voting Representatives.

13.2 Withdrawal of a Party.

13.2.1 In the event that a Party desires to withdraw from this Agreement, it shall give written notice to the Joint Board including its reasons therefor, a description of the probable impacts on the other Parties, a description of the probable impacts to the scope, schedule and budget of the PSERN Project and a proposed withdrawal work plan that will identify all necessary actions which need to be undertaken to effect the withdrawal.

13.2.2 Upon receipt of the above-described notice and information, the Joint Board will consider the request for withdrawal. The Joint Board may in its sole discretion approve a Party's request to withdraw from this Agreement and

establish any terms and conditions for approval. Approval requires a unanimous vote of all voting Representatives on the Joint Board.

13.2.3 A Party that is permitted to withdraw shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.14 as surviving a withdrawal. A withdrawing Party shall be solely liable for any actual costs to the other Parties arising out of or resulting from the withdrawal. Any such costs or other amounts owed under this Agreement by a withdrawing Party shall be paid prior to the effective date of the withdrawal or, if such amounts are not yet established, then within thirty (30) days after the amount is established.

14.0 LEGAL RELATIONS

14.1 Independent Contractors and No Third Party Beneficiaries

14.1.1 Each Party to this Agreement is an independent contractor with respect to the subject matter herein. No joint venture or partnership is formed as a result of this Agreement.

14.1.2 Nothing in this Agreement shall make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

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

14.2 Claims Arising from the Joint Board's Acts or Omissions

The Parties agree to share the cost, including the costs of defense, in the event of any claim, lawsuit, demand, judgment, award or liability of any kind against the Joint Board, any Party, ValleyCom or EPSCA and their respective officials and employees ("Claim(s)") arising out of, or in any way resulting from: (a) a Joint Board action or failure to act; or (b) the County's acts or omissions arising from a Joint Board action or failure to act. The Parties agree to share the costs arising from such a Claim(s), including the costs of defense in the following percentages:

a. King County shall be liable for 25%;

b. City of Seattle shall be liable for 25%;

c. the EPSCA Cities shall be jointly and severally liable for 25%; and

d. the ValleyCom Cities shall be jointly and severally liable for 25%

The Parties agree to cooperate with each other as necessary in responding to and defending against all such Claims, which may include developing a joint defense plan.

14.3 Other Claims

Except for a Claim covered by Section 14.2, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all Claims, arising out of, or in any way resulting from, the indemnifying Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

14.4 Waiver of Consequential and Certain Other Damages

ALTHOUGH EACH PARTY ACKNOWLEDGES THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST EPSCA, VALLEYCOM, THE OTHER PARTIES, AND THEIR RESPECTIVE OFFICALS AND EMPLOYEES FOR ANY: COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, PROVIDED THAT THIS SECTION SHALL ONLY APPLY TO CLAIMS BETWEEN AND AMONG THE PARTIES, EPSCA AND VALLEYCOM, AND SHALL NOT BE INTERPRETED TO LIMIT ANY CLAIMS BROUGHT PURSUANT TO SECTION 14.3.

14.5 In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section 14, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability.

14.6 The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

15.0 GENERAL

15.1 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

15.2 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.3 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

15.4 No Waiver

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

15.5 Parties Not Relieved of Statutory Obligations

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Joint Board, the performance may be offered in satisfaction of the obligation or responsibility.

15.6 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

15.7 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Joint Board.

15.8 Dispute Resolution

If one or more Parties believes another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to

mediation in accordance with the process provided in Section 4.5. If the Parties submit the matter to mediation and the matter is not resolved, then the aggrieved Party shall be entitled to pursue any legal remedy available.

15.9 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

15.10 Amendment Only In Writing

This Agreement may be amended by action of the Joint Board in accordance with Section 4.4.1.

15.11 Notices

15.11.1 Any notice under this Agreement shall be in writing and shall be addressed to the Chair of the Joint Board, the Project Director and to each Party's Representative. Any notice may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

15.11.2 The names and contact information set forth in Contact Information, attached hereto and made a part hereof as Exhibit 6, shall apply until amended in writing by a Party providing new contact information to each other Party.

15.12 Choice of Law; Venue

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

15.13 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.14 Survival Provisions

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

Section 11 Intellectual Property, Confidential Information and Records

Section 14 Legal Relations

Section 15.12 Choice of Law; Venue

Additionally, unless otherwise determined by the Joint Board, Sections 5.3 and 5.4 shall survive a Party's withdrawal from this Agreement.

15.15 Counterparts

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

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

KING COUNTY

_____

Name _____

Title King County Executive

Date 9/11/15

Approved as to Form:

_____

Deputy Prosecuting Attorney

CITY OF AUBURN

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

15.14 Survival Provisions

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

Section 11 Intellectual Property, Confidential Information and Records

Section 14 Legal Relations

Section 15.12 Choice of Law; Venue

Additionally, unless otherwise determined by the Joint Board, Sections 5.3 and 5.4 shall survive a Party's withdrawal from this Agreement.

15.15 Counterparts

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

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

KING COUNTY

_____

Name _____

Title _____

Date _____

Approved as to Form:

_____

Deputy Prosecuting Attorney

CITY OF AUBURN

Nancy Backus

Name Nancy Backus

Title Mayor

Date 8.27.15

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF BELLEVUE

Name KATE BERENS

Title DEPUTY CITY MANAGER

Date 10/22/15

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF FEDERAL WAY

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF KENT

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF BELLEVUE

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF FEDERAL WAY

_____

Name Jim Ferrell

Title Mayor

Date 1/27/15

Attest:

City Clerk Stephanie Courtney

Approved as to Form:

Amy Jo Leasall

City Attorney

CITY OF ISSAQUAH

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF KENT

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF BELLEVUE

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF FEDERAL WAY

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF ISSAQUAH

_____

Name Fred Butler

Title Mayor

Date 10/23/2015

Attest:

City Clerk Christine Lyons

Approved as to Form:

Wayne Tanaka

City Attorney

CITY OF KENT

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF BELLEVUE

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF FEDERAL WAY

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF ISSAQUAH

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF KENT

Suzette Cooke

Name Suzette Cooke

Title Mayor

Date 9/3/15

Attest:

City Clerk _____

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Kurt Triplett

Name Kurt Triplett

Title City Manager

Date Jan 27, 2015

Attest:

Deputy City Clerk Anja Mullin

Approved as to Form:

Asst. City Attorney Oskar Rey

CITY OF MERCER ISLAND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF REDMOND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF RENTON

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF ISSAQUAH

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF KENT

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF KIRKLAND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF MERCER ISLAND

_____

Name NOEL TREAT

Title CITY MANAGER

Date 2/6/15

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF KIRKLAND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF MERCER ISLAND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF REDMOND

Jane Christenson

Name JANE CHRISTENSON

Title DEPUTY CITY ADMINISTRATOR

Date 9/4/13

Attest:

Michelle M. Hart

City Clerk _____

Approved as to Form:

City Attorney

CITY OF RENTON

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF KIRKLAND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF MERCER ISLAND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF REDMOND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____

City Attorney

CITY OF RENTON

Denis Law

Name Denis Law

Title Mayor

Date January 21, 2015

Attest:

Chris L. Chau, Deputy City Clerk

Approved as to Form:

Lawrence J. Warner

City Attorney

CITY OF RENTON SEAL INCORPORATED Sept 16, 1901

CITY OF SEATTLE

Name Michael Mattmiller

Title CTO

Date 1/22/2015

Attest:

City Clerk

CITY OF TUKWILA

Name

Title

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

CITY OF TUKWILA

Jim Haggerton

Name Jim Haggerton

Title Mayor

Date 1-5-15

Attest:

City Clerk Christy O'Flaherty

Approved as to Form:

for

City Attorney

Exhibit 6

Contact Information

King County:
Chief Information Officer
King County Department of Information Technology (KCIT)
Chinook Building
401 Fifth Avenue
Seattle, WA 98104
(206) 263-7887

City of Auburn:
Mayor
City of Auburn
25 West Main Street
Auburn, WA 98001
(253) 931-3041

City of Bellevue:
Mayor
City of Bellevue
450 110th Avenue NE
P.O. Box 90012
Bellevue, WA 98009
(425) 452-7810

City of Federal Way:
Mayor
City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003
(253) 835-7000

City of Issaquah:
Mayor
City of Issaquah
130 East Sunset Way
PO Box 1307
Issaquah, WA 98027
(425) 837-3020

City of Kent:
Mayor
City of Kent
220 Fourth Avenue South
Kent, WA 98032
(253) 856-5700

City of Kirkland:
Mayor
City of Kirkland
123 5th Avenue
Kirkland, WA 98033
(425) 587-3001

City of Mercer Island:
Mayor
City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040
(206) 275-7993

City of Redmond:
Mayor
City of Redmond
15670 NE 85th Street
P.O. Box 97010
Redmond, WA 98073
(425) 556-2101

City of Renton:
Mayor
City of Renton
1055 South Grady Way
Renton, WA 98057
(425) 430-6500

City of Seattle:
Chief Technology Officer
City of Seattle
Department of Information Technology
7th Fifth Avenue, Ste. 2700
PO Box 94709
Seattle, WA 98124
(206) 684-0600

City of Tukwila:
Mayor
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188
(206) 433-1850

END OF EXHIBIT 6.

EPSCA
Federal Way Public Schools
Harborview Medical Center
Highline School District
Issaquah School District
Kent Fire Authority
Seattle Public Schools
Veterans Administration
Seattle Colleges (formerly Seattle Community College District)
Airlift Northwest
Emergency Service Patrol
Seattle Housing Authority
Washington Poison Control Center
City of Maple Valley
Tahoma School District
University of Washington
Valley Communications Center
Valley Regional Fire Authority
Valley View Sewer District

END OF EXHIBIT 5.

Exhibit 5

List of User Agencies Eligible for Radio Exchanges

Auburn School District
Bellevue Community College
Bellevue School District
Cedar River Water and Sewer District
City of Algona
City of Auburn
City of Bellevue
City of Black Diamond
City of Bothell
City of Burien
City of Carnation
City of Clyde Hill
City of Covington
City of Des Moines
City of Duvall
City of Enumclaw
City of Federal Way
City of Issaquah
City of Kenmore
City of Kent
City of Kirkland
City of Lake Forest Park
City of Medina
City of Mercer Island
City of Newcastle
City of Pacific
City of Redmond
City of Renton
City of Sammamish
City of SeaTac
City of Seattle
City of Shoreline
City of Snoqualmie
City of Tukwila
City of Woodinville
Covington Water District
Eastside Fire & Rescue
Eastside Hazmat
Enumclaw School District
Kent School District
King County
King County Fire District # 2
King County Fire District # 4
King County Fire District #11
King County Fire District #13
King County Fire District #16
King County Fire District #20
King County Fire District #27
King County Fire District #28
King County Fire District #36
King County Fire District #43
King County Fire District #44
King County Fire District #45
King County Fire District #47
King County Fire District #51
King County Public Hospital District # 1
King County Public Hospital District # 2
King County Public Hospital District # 4
King County Water District #20
King County Water District #49
King County Water District #75
Lake Washington School District
Midway Sewer District
NORCOM
Northeast Sammamish Sewer & Water District
Northshore School District
Northshore Utility District
Public Health - Seattle & King County
Renton School District
Riverview School District
Ronald Wastewater District
Sammamish Plateau Water & Sewer District
Seattle Children's Hospital
Snoqualmie Nation
Soos Creek Water and Sewer
Sound Transit
South Correctional Entity
South King Fire and Rescue

Exhibit 4

Cost Allocation Model

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit 4. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

Division of Budget Between Radios and Consoles

Percentage of annual budget to be paid with radio user fees = X.
Percentage of annual budget to be paid with console user fees = Y.

X = [83% of employee-related costs in the PSERN System annual operating budget + annual vendor costs for radio-related equipment] / PSERN System annual operating budget x 100.

Y = [17% of employee-related costs in the PSERN System annual operating budget + annual vendor costs for console-related equipment] / PSERN System annual operating budget x 100.

Public Safety and Other Radio Rates

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

X% of PSERN System annual operating budget = [12 x the monthly public safety radio rate x the number of public safety radios] + [12 x the monthly other radio rate x the number of other radios].

Console Rates

Y% of the PSERN System annual operating budget will be paid with console rates.

Y% of PSERN System annual operating budget = 12 x the monthly console rate x the number of consoles.

END OF EXHIBIT 4.

860.4625	815.4625
860.9625	815.9625
866.0125	821.0125
866.0500	866.0500
866.0750	866.0750
866.1000	866.1000
866.1250	866.1250
866.1500	866.1500
866.3625	821.3625

Seattle	EPSCA	Valleycom	King County
5945.20	5945.20	5974.85	5945.20
6063.80	6034.15	6004.50	5974.85
6315.84	6197.24	6635.00	6004.50
10715.00	6286.19	10795.00	6093.45
10795.00	10775.00	10835.00	6197.24
10995.00	10795.00	11285.00	6226.89
11095.00	10835.00	11405.00	6256.54
11215.00	10955.00	11525.00	6345.59
11285.00	11245.00	11565.00	6675.63
11445.00	11285.00		6795.00
11585.00	11325.00		6835.63
	11445.00		10715.00
			10755.00
			10795.00
			10915.00
			11035.00
Frequency in MHz			11075.00
			11215.00
			11245.00
			11285.00
			11405.00
			11565.00

END OF EXHIBIT 3.

867.8375	822.8375
867.8625	822.8625
868.4250	823.4250
868.4500	823.4500
866.5125	821.5125

King County	
Fixed	Mobile
154.9650	153.9950
155.1900	154.6500
155.3700	155.3700
460.5500	465.5500
851.0625	806.0625
851.0875	806.0875
851.1625	806.1625
851.3625	806.3625
851.8125	806.8125
851.9625	806.9625
852.1125	807.1125
852.6125	807.6125
852.8625	807.8625
853.3125	808.3125
853.4875	808.4875
853.6125	808.6125
854.0875	809.0875
854.2875	809.2875
855.2375	810.2375
855.9875	810.9875
856.2375	811.2375
856.4625	811.4625
856.4875	811.4875
856.9625	811.9625
856.9875	811.9875
857.2375	812.2375
857.4625	812.4625
857.4875	812.4875
858.2375	813.2375
858.4625	813.4625
858.4875	813.4875
858.9625	813.9625
859.4625	814.4625

King County	
Fixed	Mobile
866.3875	821.3875
866.4875	821.4875
866.4875	821.4875
866.5500	866.5500
866.5750	866.5750
866.6000	866.6000
866.6250	866.6250
866.6500	866.6500
866.9375	821.9375
866.9625	821.9625
867.3375	822.3375
867.4375	822.4375
867.4625	822.4625
867.6875	867.6875
867.6875	867.6875
867.7000	867.7000
867.7125	822.7125
867.8375	822.8375
867.8625	822.8625
867.9750	822.9750
868.0125	823.0125
868.2500	823.2500
868.4000	823.4000
868.4250	823.4250
868.4500	823.4500
868.5750	823.5750
868.7000	823.7000

Exhibit 3

List of Frequencies

Seattle	
Fixed	Mobile
851.1875	806.1875
851.4125	806.4125
851.9375	806.9375
851.9875	806.9875
852.1625	807.1625
852.6875	807.6875
852.9125	807.9125
853.4375	808.4375
853.6625	808.6625
854.1125	809.1125
854.1875	809.1875
854.3625	809.3625
854.4125	809.4125
866.2875	821.2875
866.3125	821.3125
866.3375	821.3375
866.4375	821.4375
866.6875	821.6875
866.7125	821.7125
866.7375	821.7375
866.8875	821.8875
867.2875	822.2875
867.7625	822.7625
867.7875	822.7875
868.1750	823.1750
868.4750	823.4750
868.6750	823.6750
868.8750	823.8750
866.1625	821.1625
866.4125	821.4125
866.6625	821.6625
868.2250	823.2250
868.6500	823.6500
868.9000	823.9000
867.5125	822.5125

EPSCA	
Fixed	Mobile
851.1375	806.1375
851.8875	806.8875
852.6375	807.6375
853.3875	808.3875
853.4125	808.4125
854.2375	809.2375
855.4875	810.4875
866.1625	821.1625
866.2125	821.2125
866.4125	821.4125
866.4625	821.4625
866.6625	821.6625
866.9125	821.9125
866.9875	821.9875
867.2250	822.2250
867.2500	822.2500
867.3125	822.3125
867.3625	822.3625
867.3875	822.3875
867.4875	822.4875
867.8125	822.8125
867.8875	822.8875
868.2000	823.2000
868.2250	823.2250
868.5250	823.5250
868.6500	823.6500
868.7750	823.7750
868.8250	823.8250
868.9000	823.9000
868.9500	823.9500
868.9750	823.9750
867.0125	822.0125

Valleycom	
Fixed	Mobile
851.0625	806.0625
851.0875	806.0875
851.1625	806.1625
851.3625	806.3625
851.8125	806.8125
851.9625	806.9625
852.1125	807.1125
852.6125	807.6125
852.7125	807.7125
852.8625	807.8625
853.3125	808.3125
853.4875	808.4875
853.6125	808.6125
854.0875	809.0875
854.2875	809.2875
855.7125	810.7125
855.9875	810.9875
856.4375	811.4375
856.7125	811.7125
856.9375	811.9375
857.2625	812.2625
857.4375	812.4375
857.7125	812.7125
857.9375	812.9375
858.2625	813.2625
858.7125	813.7125
858.9375	813.9375
859.4375	814.4375
859.9375	814.9375
860.2625	815.2625
860.7125	815.7125
866.3625	821.3625
866.3875	821.3875
866.9375	821.9375
866.9625	821.9625
867.3375	822.3375
867.4375	822.4375

PSAP Valleycom	
PSAP	
King County Youth Service Center	DISPATCH

END OF EXHIBIT 2.

Exhibit 2

List of Party Owned/Controlled Sites

King County Sites
Clearview
Crista
Federal Way
Grass Mountain
Harborview Medical Center
King County Courthouse
King County Jail
King County Regional Justice Center
Marysville Water Tank
Rattlesnake Mountain
Ring Hill
Snoqualmie Pass
Sobieski Mountain
Squak Mountain
Top Hat
View Park

Seattle Sites
Apple Cove
Capitol Hill
Northeast
West Seattle

Valleycom Sites
Cambridge
McDonald Peak
Skyway

Kent Sites
Cambridge

EPSCA Sites
Education Hill
Norway Hill
West Tiger Mountain

Redmond Sites
Education Hill

Bellevue Sites
Bellevue Fire Station 9

Participating PSAP'S and Dispatch Locations Bothell
Police Department
PSAP Enumclaw Police
Department PSAP
Harborview Medical Center
DISPATCH Issaquah Police
Department PSAP
King County Courthouse
DISPATCH King County Jail
DISPATCH NORCOM 911
PSAP
King County RCECC
PSAP Redmond Police
Department
PSAP
King County Regional Justice
Center DISPATCH Seattle
Fire Department
PSAP Seattle Police Department
PSAP Seattle Public Utilities
DISPATCH Sound Transit LCC
DISPATCH Sound Transit OMF
DISPATCH UW Police
Department

5.0 Contractor Claims

5.1 In the event a contractor files a claim for additional time or money, the Project Director shall notify the Joint Board of the requested Contract Change and whether the Project Director approves or rejects same. The Project Director is authorized to negotiate and resolve such claims, subject to the same limitations as regarding Contract Changes set forth above.

5.2 The Joint Board, its committees and the Parties shall cooperate with the Project Director and support the Project Director in responding, defending and/or resolving such claims including collecting and providing information and participating in any dispute resolution and legal proceedings related to such contractor requests or claims.

6.0 Conditions on Participation in Procurement and Contract Administration Activities

The Project Director may require, as a condition of participating in the PSERN System procurement and contract administration activities, that Joint Board Representatives and Alternates, committee members and any other individuals agree in writing to keep information confidential and comply with all laws, regulations, PSERN System contracts, County requirements and the provisions of this Agreement including provisions relating to conflict of interest, confidentiality, records retention, records disclosure and other requirements.

END OF EXHIBIT 1.

e. Reviewing and responding to the contractors' deliverables and assertions of milestone completion within prescribed review timeframes using the agreed upon procedures;
f. Responding to and resolving contractor claims;
g. Processing and paying contractor invoices;
h. Administering warranty claims;
i. Coordinating communications between contractors and the owners of sites and facilities at which PSERN System equipment will be located or current equipment will be removed;
j. Coordinating communications between contractors and the owners of vehicles in which PSERN System equipment will be installed;
k. Coordinating with User Agencies in the ordering of Subscriber Radios;
l. Coordinating internal and external audits;
m. Responding to information and public disclosure requests from the public and media;
n. Monitoring expenditures compared to the Project Budget, including use of contingency amounts;
o. Providing reports to the Joint Board on contract administration and the current status of the PSERN Project; and
p. Contract Close-out.

3.2 The Project Director shall develop appropriate procedures and practices for the activities listed above. The Project Director may amend such procedures and practices as necessary.

3.3 The Parties acknowledge that it is essential the Project Director serve as the sole communication conduit with each contractor on matters related to the PSERN System. Unless specifically designated by the Project Director, the Joint Board Representatives, their Alternates, members of any committees and the Parties and their employees, representatives, consultants, and agents shall not communicate with the contractors on PSERN System-related matters.

4.0 Contract Changes

4.1 The County shall execute in writing any changes or amendments to a contract's terms, conditions, specifications, scope, schedule, price, or other requirements ("Contract Change").

4.2 Except in case of an emergency, the Project Director shall obtain prior-approval by the Joint Board of any Contract Change that:

a. individually adds more than $200,000 in contract cost;
b. collectively, when combined with all other Contract Changes to the applicable contract, adds more than $1,000,000 in cost to that contract;
c. adds more than thirty (30) days to a contract's schedule;
d. materially changes the PSERN System design;
e. exceeds a PSERN Project Budget line item; or
f. that the Project Director determines to be elective.

Exhibit 1

Contracting Plan

1.0 General

1.1 This Contracting Plan sets forth the general contract procurement and contract administration responsibilities of the County and its employees with regard to those contracts determined to be necessary or desirable for the planning, implementation, testing, operation and maintenance of the PSERN System during the term of the Agreement. Such contracts include contracts with: (a) the vendor providing the PSERN System and Subscriber Radios; (b) the consultant designing the improvements at certain sites; and (c) the contractor constructing said site improvements.

1.2 The Project Director, and those King County employees designated by the Project Director, shall be responsible for the procurements and day-to-day administration of such contracts and shall make all decisions related thereto subject to such approval by the Joint Board as may be required by the Agreement

2.0 Contract Procurement Activities

2.1 The County shall be responsible for the following contract procurement activities:

a. drafting and issuing the applicable Invitations To Bid (ITBs) or Requests for Proposals ("RFPs") and any modifications to these documents;
b. responding to questions and evaluating bids or proposals submitted in response to the ITBs or RFPs;
c. conducting contract negotiations;
d. awarding contracts and responding to any protests or challenges to the awards; and
e. responding to requests for County records related to the procurement processes.

2.2 The Joint Board may appoint technical or other committees to participate with the County in the above procurement activities by providing timely review, comments and recommendations to the County's Buyer and Project Director, as applicable.

3.0 Contract Administration Activities

3.1 The County shall be responsible for administering PSERN System-related contracts including the following activities:

a. Monitoring contractors' compliance with contract schedule, scope, budget, quality requirements, and all other terms and conditions;
b. Participating in inspections, testing and other compliance-verification measures;
c. Identifying performance deficiencies and requiring remediation;
d. Managing the Contract Change Order and amendment processes and performing cost/price analyses of Contract Changes as necessary;