



Special Meeting of the PSERN Operator - Board of Directors

Location: To be conducted virtually pursuant to Governor Inslee’s proclamation: Microsoft Teams Meeting
Date: Thursday, March 25, 2021
Time: 4:00 p.m. – 5:00 p.m.
Teams Call: Members of the public are invited to participate in the virtual meeting by telephone or video by using the following phone number and meeting ID: 1-425-653-6586 Meeting ID: 357 391 827#

Directors: Lora Ueland, Harold Scoggins, Brenda Bauer, Kurt Triplett, Chris Elwell, Dan Yourkoski
Alternates: Brad Miyake, Kristen Meitzler, Mark Schmidt, Matt Morris, Dwight Dively, Shawn Hayes

Agenda Details:

- 1. Call to Order – David Mendel 4:00 p.m.
- 2. Introductions - All 4:01 – 4:05 p.m.
- 3. Elect Chairperson - David Mendel 4:06 – 4:08 p.m.

(Motion to elect Board Chair)

- 4. Approve the Agenda – Board Chairperson 4:09 – 4:10 p.m.

(Motion to approve the agenda)

- 5. Public Comment – 4:11 – 4:14 p.m.

Board Chairperson to open floor for public comment. Members of the public are invited to address the Board of Directors for a period of time not to exceed three minutes

- 6. Elect Remaining Officers – Board Chairperson 4:15 – 4:20 p.m.

(Motion to elect the following Officers of the board)

- Vice Chair
- Treasurer
- Secretary

- 7. PSERN Operator Bylaws – David Mendel 4:21 – 4:30 p.m.

(Motion to approve)

- Board to consider taking action approving Bylaws for the PSERN Operator

- 8. Articles of Incorporation – David Mendel 4:31 – 4:40 p.m.

(Motion to approve)

- Board to consider and take action on Articles of Incorporation, including the initial registered agent and incorporators

9. PSERN Operator Staffing Plan – David Mendel

4:41 – 4:50 p.m.

(Motion to Approve)

- Initial Staff hiring policy/plan
- Job Description for the Executive Director

10. Future Regular Meeting Schedule – David Mendel

4:51 – 4:52 p.m.

(Motion to Approve)

Board to consider and take action on resolution setting forth the time, date, and location of regular meetings of the Board.

11. Executive Session – (If needed)

4:53 – 5:00 p.m.

Next Meeting: TBD

PSERN Operator Staff Report Agenda Item #7

Title: PSERN Operator Bylaws
Meeting Date: March 25, 2021
Staff Contact: David Mendel
Action: Decision



SUMMARY:

The PSERN Operator Interlocal Agreement (“ILA”) has been fully executed as of December 4, 2020. The ILA is the basis by which the PSERN Operator is formed and was done so pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, but is also subject to incorporating under the provisions of Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act. Thus, the PSERN Operator will be a new separate governmental nonprofit corporation and under the provisions of 24.06 RCW, and it must establish bylaws which “shall be adopted by its board of directors.”

Bylaws of a corporation govern how the Board of Directors conduct business on behalf of the corporation, in this case, the PSERN Operator.

This document provides analysis of the draft bylaws that have been developed for consideration and adoption by the Board of Directors.

BACKGROUND:

A number of foundational events and documents have led to the formation of the PSERN Operator (or “Operator”). King County has led a project on behalf of 12 regional partners (“the partners”) and stakeholders to put into place an emergency radio communications system, called the Puget Sound Emergency Radio Network (“PSERN”). The partners are the cities of: Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, Tukwila, as well as King County. Below is a summary of events and documents:

March 2, 2015 – King County council puts PSERN funding measure on the ballot as an excess levy

April 28, 2015 – Voters pass the ballot initiative 65/35

July 1, 2015 – King County PSERN Project (the “Project”) gives Motorola Solutions, Inc. notice to proceed to construct the PSERN

October 22, 2015 – The Partners adopt a Memorandum of Agreement agreeing to form an independent agency, the Operator, to own, operate, maintain, repair, upgrade and update the PSERN

October 23, 2015 – The Partners adopt an ILA to implement the PSERN (the “Implementation ILA”)

December 4, 2020 – The Partners adopt an ILA to form the PSERN Operator (the “Operator ILA”)

ANALYSIS & BYLAW HISTORY:

The bylaws were originally drafted by Deanna Gregory, outside legal counsel from Pacifica Law Group. Minor edits were then made by Janine Joly, King County PAO, David Mendel, and Armand Eichhorn. The bylaws are largely derived from provisions within the Operator ILA. The bylaws can be amended by the Board of Directors in the future if there is no conflict with the Operator ILA.

The bylaws contain the following elements:

- Membership
- Designation of Directors and Alternates
- Director term length
- Process for handling Board vacancies
- Quorum procedures
- Voting procedures

PSERN Operator Staff Report Agenda Item #7

Title: PSERN Operator Bylaws
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- Board meeting details
 - Remote participation procedures in Board meetings
 - Conduct of business
 - Board officers and their duties
 - Designation of committees
 - Code of conduct
 - Handling of public records
 - Designation of the Operations Board
 - Board member compensation and reimbursement policies

After the draft bylaws were finalized, they were presented to the PSERN Joint Board for approval. At its December 10, 2020 meeting the Joint Board approved the draft bylaws and approved the Project's transmittal to King County Council as well as approved the Project to recommend them to the PSERN Board of Directors for action.

The King County Council was required to approve by motion the Operator's draft bylaws and articles of incorporation due to the provisions of the ordinance that passed the MOA in 2015. King County Council took that action on March 16th, 2021 which clears the way for the Board of Directors to adopt the bylaws.

ADDITIONAL INFORMATION:

None

CONCLUSION:

Staff are recommending the Board of Directors approval and adoption of the draft as provided bylaws.

Staff Report Reference Documents:

1. PSERN Operator Bylaws

RESOLUTION NO. 21-03

RESOLUTION ADOPTING INITIAL BYLAWS FOR THE PUGET SOUND EMERGENCY
RADIO NETWORK (PSERN) OPERATOR

A **RESOLUTION** of the PSERN Operator Board of Directors adopting initial bylaws for the PSERN Operator.

WHEREAS, the PSERN Operator Interlocal Cooperation Agreement (the “Interlocal Agreement”) provides that the PSERN Operator will be a governmental non-profit corporation under chapter 24.06 RCW.

WHEREAS, the Interlocal Agreement states that the PSERN Operator Board of Directors shall adopt bylaws for its operations.

NOW, THEREFORE, BE IT RESOLVED by the PSERN Operator Board of Directors as follows:

Section 1. The bylaws of the Board of Directors of the PSERN Operator, as provided as Attachment A, are adopted.

Section 2. If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

Section 3. This resolution shall take effect immediately upon its passage.

ADOPTED at the special meeting of the PSERN Operator Board of Directors, this ____ day of _____, 2021.

**PSERN OPERATOR
KING COUNTY, WASHINGTON**

Lora Ueland, Chair

**BYLAWS
OF THE
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR
BOARD OF DIRECTORS**

Article I. Authority

Section 1.01 Creation.

The Puget Sound Emergency Radio Network Operator (“PSERN Operator” or “Operator”) was created pursuant to the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” with an effective date of ____, 20__ (as it may be amended and supplemented, the “Interlocal Agreement”), by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila (the “Parties”) and related Articles of Incorporation (the “Articles”).

Section 1.02 Board of Directors.

The Interlocal Agreement and Articles provide for a Board of Directors (“Board” or “Board of Directors”) with the authority set forth in the Interlocal Agreement.

Section 1.03 Purpose.

The Board hereby establishes the following policies and rules for the conduct of Board meetings, proceedings and business. These Bylaws are adopted by the Board pursuant to Section 4.4(d), of the Interlocal Agreement, and shall be in effect upon adoption by resolution of the Board and until such time as they are amended or new Bylaws are adopted, which may include amending and replacing these Bylaws in their entirety.

Section 1.04 Definitions.

All capitalized terms used and not otherwise defined in these Bylaws shall have the meaning set forth in the Interlocal Agreement.

Article II. Board Membership

Section 2.01 Membership Generally.

The Board is comprised of four voting members (“Voting Members”) as set forth in Section 4.2.1 of the Interlocal Agreement, and two non-voting members as set forth in Section 4.2.2 of the Interlocal Agreement (“Non-Voting Members”). Each member shall be deemed a “director” as that term is used in RCW 24.06.130.

Section 2.02 Notice of Board Member; Alternates.

Prior to incorporation of the PSERN Operator, an authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board member and an alternate member, if any, to the Chair of the Joint Board established under the Implementation Period ILA. The King County Board member shall either be the county executive, or a designee approved by the King County council.

Notice of a change to a Party's Board member or alternate shall be effective upon delivery of written notice to the Chair of the Board. The notice shall include the name and contact information for the new member or alternate.

Either the primary Board member or such member's alternate may attend meetings of the Board; provided, however, if both representatives are in attendance at a meeting of the Board, only the primary Board member shall be included for purposes of establishing a quorum and voting on matters before the Board (for Voting Members only). If an alternate is serving in a meeting on behalf of a Board member, such alternate shall have all of the rights and authority of the primary Board member under the Interlocal Agreement and these Bylaws, including but not limited to establishing a quorum and voting on matters before the Board (as applicable to Voting Members only).

Section 2.03 Board Term.

Members of the Board shall serve on the Board until the individual is no longer eligible to serve in such capacity (by reason of death, resignation, incapacity, no longer eligible due to no longer holding the required position for such appointment, or removal as provided in Section 11.2 of the Interlocal Agreement) or is replaced by the appointing entity and notice of the replacement is provided as provided in Section 4.2.3 of the Interlocal Agreement.

Section 2.04 Vacancies.

A vacancy or vacancies on the Board shall be filled as provided in Section 4.2.4 of the Interlocal Agreement.

Section 2.05 Quorum.

Four Voting Members (or their alternates) shall constitute a quorum of the Board for purposes of doing business on any issue.

For the sake of clarity, "doing business on any issue" means taking any "action" as defined in the Open Public Meetings Act (chapter 42.30 RCW) (the "OPMA"). As of the date of these Bylaws, "action" is defined in the OPMA as "the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions. 'Final action' means a collective positive or negative decision, or an actual vote by a majority of the members of a

governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.”

Section 2.06 Voting.

- (a) **General.** The Board shall take action by vote and each Voting Member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any Voting Member may call for a vote on an issue.

Any Voting Member may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Voting Members.

- (b) **Voting Requirements.** Action by the Board shall require the affirmative vote of all four Voting Members, except as provided otherwise in the Interlocal Agreement (including Section 4.3.11 of the Interlocal Agreement) or these Bylaws. In the event that a matter before the Board fails due to lack of unanimous support, the impasse resolution procedure in the Interlocal Agreement may be used.

Voting shall occur as follows:

- (i) **Abstentions.** It is the responsibility of each Voting Member to vote when requested on a matter before the full Board. However, a Voting Member may abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness and the Board Member’s alternate shall instead participate in the discussion and vote on the matter. If the alternate also has a conflict, the full Board may by unanimous vote agree to decide the matter with a quorum of three Voting Members and approval by three affirmative votes.
- (ii) **Votes by Chair.** The Chair may vote on the same basis as any other Voting Member.

Article III. Meetings of the Board

Section 3.01 Board Meetings.

- (a) **General.** Regular and special meetings of the Board shall be held and noticed pursuant to the Interlocal Agreement and the OPMA. Notice of any continued meeting shall be provided in the same manner as special meetings. Meetings of the Board that fall on a holiday shall be rescheduled or cancelled by the Board. Meetings shall be conducted according to the most recent edition of Robert’s Revised Rules of Order unless otherwise directed by the Board. Meetings shall occur at the PSERN Operator’s administrative offices unless otherwise posted or approved by resolution of the Board.

Attendance at regular and special meetings is expected of all Board members. Any member anticipating absence from an official meeting should notify the Chair or Executive Director, or his or her designee, in advance. Any absence may be excused by the Board, even for an extended period subject to the Interlocal Agreement, including Section 4.3.11.

- (b) **Regular Meetings.** Regular meetings of the Board shall be held at least twice per year in accordance with Sections 4.3.4 and 4.3.6 of the Interlocal Agreement. The date, time and place of regular meetings for the upcoming calendar year shall be approved by resolution no later than the last regular meeting of the preceding calendar year.
- (c) **Special Meetings.** Special meetings may be called by the Chair or by at least two voting members of the Board. Emergency meetings may be called by the Chair or by at least two voting members of the Board, in accordance with RCW 42.30.070.
- (d) **Executive Sessions.** Executive sessions of the Board shall not be open to the public. Executive Sessions may be attended by Voting Members, Non-Voting Members, alternates, legal counsel to the PSERN Operator, authorized staff members and/or other individuals as authorized by the Chair presiding over the meeting so as long as the attorney client privilege will not be deemed waived by such person's participation in the executive session.

Prior to convening an executive session, the Chair shall announce the executive session to those attending the meeting by stating the purpose of the executive session (in sufficient detail to identify the purpose as falling within one of those identified in the OPMA), and the time when the executive session shall end. The executive session may be extended by announcing to the public that it will be extended to a stated time. The Board shall not reconvene open session until the time stated unless such meeting is reconvened solely for the purpose of ending the meeting without further discussion or action.

No final action shall be taken during an executive session. Everything discussed during an executive session, and all written materials reviewed during an executive session, shall be considered confidential by law and shall not be publicly disclosed by any Board member, any alternate or attendee of the executive session absent a vote of the Board on the record in a public meeting. This restriction applies to all executive session discussions and materials regardless of whether the PSERN Operator's counsel is present. Executive and closed sessions shall not be electronically recorded.

- (e) **Cancellation of Meetings.** Meetings may be cancelled by majority vote of the Voting Members of the Board and proper notice given, or caused to be given, by the Executive Director.

Section 3.02 Remote Participation in Board Meetings.

Members of the Board may participate in a regular or special meeting in person or through the

use of any means of communication by which all attending Board members and members of the public participating in such meeting can hear each other during the meeting. Any Board member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum and voting.

For all meetings where remote participation is permitted or required, the Board must provide, at a minimum, telephone access to be provided to members of the public wishing to participate remotely. The telephone number shall be included in the meeting agenda available on the PSERN Operator's website and through other means feasible to the PSERN Operator, including on the PSERN Operator's public calendar and through social media, as applicable. The Board may supplement, but not replace, such telephone access with other electronic means for participation, such as video conferencing. The Board may establish procedures for allowing members of the general public to remotely participate in its meetings that are consistent with the Interlocal Agreement and these Bylaws.

Section 3.03 Conduct of Business.

- (a) **Meeting Agendas and Minutes.** Meeting agendas will be set by the Chair in consultation with the Executive Director. The Executive Director will provide, or cause to be provided, the agenda, any prior meeting minutes, and any other meeting materials, to all Board members in advance of any regular meeting.

Regular meeting agendas will include, but are not limited to, the approval of the minutes of the previous regular meeting and any subsequent special meetings and any other items for Board consideration and approval. Any Board member can add an item to the agenda with or without notice at a regular meeting and with proper notice at a special meeting. Minutes shall be taken and recorded, whether in writing, by tape recording or by any other method deemed appropriate, for each meeting.

- (b) **Resolutions.** Resolutions of the Board shall be executed by the Chair. On resolutions and other documents to be signed on behalf of the PSERN Operator, if any, the signature of one designated officer shall be sufficient to bind the PSERN Operator.
- (c) **Study Sessions.** The Board may devote part or all of its meeting to an informational study session during which no comments from the audience will be permitted, unless the Chair presiding over the meeting or a majority of the Board from time to time should decide otherwise.
- (d) **Public Comment and Hearings.** The Chair of the Board shall, at the opening of any hearing on a subject, state the purpose of and process for the hearing and may read aloud any pertinent written communications contained in the case file or may call for staff to provide such information.

Testimony from persons supporting or protesting proposed actions shall be addressed to the Chair. Board members shall also address their statements to the Chair and may directly question other meeting attendees only with the expressed permission of the

Chair. During either the “Audience Comment” or “Public Hearings” portion of the agenda, if any, persons addressing the Board, who are not specifically scheduled on the agenda, will be requested to speak into the microphone or other recording device, give their name and place of residence for the record, and limit their remarks to three minutes, in addition to signing up on the designated speaker sign-in list. All remarks will be addressed to the Board as a whole. The Chair may make exceptions to the time restrictions of persons addressing the Board when warranted.

Article IV. Officers and Committees

Section 4.01 Officers.

The PSERN Operator shall have four officers: Chair, Vice Chair, Secretary, and Treasurer, each of whom shall be elected from among Voting Members of the Board. Such other officers and assistant officers, as may be deemed necessary or appropriate may be appointed by the Board. Any two or more offices with the exception of the Chair and Secretary may be held by the same person.

Section 4.02 Term of Officers.

The Chair and Vice Chair shall be appointed and serve initial terms consistent with Section 4.3.5 of the Interlocal Agreement. Thereafter, the Chair and Vice Chair shall each serve two-year terms that begin on January 1 of every other year.

The Voting Members shall elect a Secretary and a Treasurer at the initial meeting of the Board. The Secretary and Treasurer shall serve terms that begin immediately upon election and extend through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Voting Members of the Board shall elect a Secretary and a Treasurer at the final meeting of a year to allow each to serve a two-year term that will begin on January 1 of the following year.

In the event of a vacancy in the Chair position, the Vice Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice Chair, Secretary or Treasurer position, the Board shall elect a new officer among its Voting Members to serve the balance of the term of the departed officer.

Officers may serve successive terms in such office and shall not be subject to term limits.

Section 4.03 Duties of Officers.

Officers of the Board shall have the following duties:

- (a) Chair.** The Chair shall have general supervision, direction and control of the activities of the Board. The Chair shall be responsible for order and decorum at all meetings of the Board, making sure that meetings are held, and actions are taken in accordance with all rules, resolutions, and policies of the Board, deciding

all questions on order subject to appeal by any Board member, and causing the removal of any person from any meeting for disorderly conduct. After conferring with the Executive Director, the Chair shall be responsible for setting agendas for meetings of the Board.

- (b) **Vice Chair.** The Vice Chair shall perform the duties of the Chair without further authorization in the event the Chair is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Board.
- (c) **Secretary.** The Secretary, in consultation with the PSERN Operator’s clerk, executive, or other appropriate staff, shall keep or authorize others to keep a full and complete record of the meetings of the Board, committees, when acting on behalf of the Board, and to the extent they are separate, the meetings of the officers with appropriate minutes; shall keep the seal of the PSERN Operator (if any) and affix the same to such papers and such instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the books and other records and ledgers and other written documents comprising the business and purpose of the PSERN Operator, and shall discharge such other duties as pertain to the office as prescribed by the Board.
- (d) **Treasurer.** The Treasurer, in consultation with the PSERN Operator’s finance director/manager or other appropriate staff, shall be responsible for maintaining, or overseeing maintenance of, all financial records of the PSERN Operator, the development of the annual budget, and assuring the appropriate handling of all revenues and expenditures, and shall assist the Operating Board and the Board in preparation of the annual budget. The Treasurer in general shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by resolution of the Board.

Section 4.04 Committees.

The Board may, by resolution, designate one or more other committees to advise the Board. The designation of any such committee and the delegation thereto of authority shall not operate to relieve any member of the Board of any responsibility imposed by law.

Article V. Code of Conduct

Section 5.01 Code of Conduct; Ethics.

All members of the Board shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code of Ethics for Municipal Officers”), the OPMA, the Interlocal Agreement, these Bylaws, the Articles and policies of the PSERN Operator.

Section 5.02 Attorney-Client Privilege and Work Product.

The PSERN Operator, and not any individual member of the Board, is the holder of any attorney-client privilege with the PSERN Operator’s counsel and any attorney work product protection. No individual member of the Board shall make any disclosure or release any information which would result in the waiver of the attorney-client privilege or work product protection absent a vote of the Board majority on the record in a public meeting.

Section 5.03 Public Records.

Board members understand that all letters, memoranda and electronic communications or information (including email) that relates to conduct of the PSERN Operator or the performance of any PSERN Operator function may be public records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”). In the event that the PSERN Operator or any Board member receives a request for such records, the Board member or other request recipient shall immediately provide the request to the Public Records Officer of the PSERN Operator and assist the Public Records Officer in responding to the request.

Article VI. Operating Board

Section 6.01 General.

An Operating Board, comprised of representatives of PSERN System User Agencies, which will include at least one fire commissioner as a member, is hereby created to advise the Board on all operational practices, policies, and procedures governing the day-to-day operation of the PSERN Operator. The purpose and duties of the Operating Board include:

- (a) Review and approval of operational procedures, subject to final approval by the Board.
- (b) Review and comment on significant administrative issues and policies, subject to final approval by the Board.
- (c) Advise the Board in evaluating the annual budget and budget amendments.
- (d) Assist the Board in evaluating the Executive Director’s performance.
- (e) Any other duties delegated by the Board.

Section 6.02 Organization and Conduct of Business.

The Operating Board’s composition, responsibilities, meeting, conduct of business and other related requirements will be provided in policies and procedures approved by the Board.

Article VII. Administrative

Section 7.01 Fiscal Year.

The fiscal year of the PSERN Operator shall begin January 1 and end December 31 of each year.

Section 7.02 Compensation and Reimbursement.

All Board members and their alternates shall serve without compensation from the PSERN Operator. The Board may reimburse Board members, employees and others performing services for the PSERN Operator reasonable expenses actually incurred in performing their duties pursuant to policies approved by the Board.

Article VIII. Approval of Bylaws

These Bylaws were approved by an affirmative vote of the Board pursuant to Resolution No. _____, adopted on _____, 20__.

PSERN Operator Staff Report Agenda Item #8

Title: Articles of Incorporation
Meeting Date: March 25, 2021
Staff Contact: David Mendel
Action: Decision



SUMMARY:

The PSERN Operator Interlocal Agreement (“ILA”) has been fully executed as of December 4, 2020. The ILA is the basis by which the PSERN Operator is formed and was done so pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, but is also subject to incorporating under the provisions of Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act. In order to incorporate, the PSERN Operator must file Articles of Incorporation with the WA Secretary of State.

Articles of Incorporation are not particularly complicated, but the Board of Directors will have to make a couple of decisions regarding the Articles of Incorporation. These decisions include how they should be approved, a decision about who the “registered agent” should be, and who should physically file them.

This document provides analysis of these questions for consideration and adoption by the Board of Directors.

BACKGROUND:

A number of foundational events and documents have led to the formation of the PSERN Operator (or “Operator”). King County has led a project on behalf of 12 regional partners (“the partners”) and stakeholders to put into place an emergency radio communications system, called the Puget Sound Emergency Radio Network (“PSERN”). The partners are the cities of: Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, Tukwila, as well as King County. Below is a summary of events and documents:

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October 22, 2015 – The Partners adopt a Memorandum of Agreement agreeing to form an independent agency, the Operator, to own, operate, maintain, repair, upgrade and update the PSERN

October 23, 2015 – The Partners adopt an ILA to implement the PSERN (the “Implementation ILA”)

December 4, 2020 – The Partners adopt an ILA to form the PSERN Operator (the “Operator ILA”)

Regarding the Articles of incorporation, there are three main issues to resolve:

Issue #1 - What approach should the Board use to designate the Registered Agent within the Articles of Incorporation?

Issue #2 – Who should file the Articles of Incorporation?

Issue #3 – Does the Board approve the Articles of Incorporation?

ANALYSIS:

Issue #1 – What approach should the Board use to designate the Registered Agent within the Articles of Incorporation?

The “Registered Agent is an entity or individual who agrees to receive legal documents, notice, or demand required or permitted by law to be served on behalf of the entity.” The Registered Agent must supply a physical address within the State of Washington, and may also provide a mailing address, email and phone contact information. The Board has two basic choices, use of a commercial entity as the Registered Agent, or use a noncommercial entity. The PSERN Operator does not have a commercial entity so noncommercial is likely the only real option. Within this option there are three alternatives to serve as the Registered Agent:

PSERN Operator Staff Report Agenda Item #8



Title: Articles of Incorporation
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- An Entity
- An Office or Position
- An Individual

An entity like King County or City of Seattle (or any other entity) could ostensibly act in this capacity, but since the PSERN wants to be an independent organization, this option is not viable.

Similarly, the Board could choose one of the Board of Director serving as an officer for the registered agent, such as the Secretary or Chairperson. To do this, the addresses used would have to be work or personal addresses of the officer because PSERN does not have a place of business identified yet.

An individual could also serve as the registered agent and that could literally be any person who is willing to serve in the capacity.

Registered agents must be kept up to date, so if a person, officer or entity is no longer able to serve, the PSERN Operator would have to update the new registered agent with the State of Washington. Another twist on registered agents relates to Federal Tax IDs. In order for the Operator to apply for a Tax ID online it would need a person to fill the role of the registered agent. If a commercial entity or noncommercial entity were to fill the role, the Operator would have to apply for the Tax ID Number with a paper application. Online applications are approved immediately, and Tax ID Numbers are assigned immediately. Paper applications are currently reported to be taking between 4 and 6 months to be processed.

Below is a table with pros and cons to the options:

Option	Pros	Cons
Commercial Entity	<ul style="list-style-type: none"> • They are experienced with performing in this capacity 	<ul style="list-style-type: none"> • Would cost some nominal amount of money to utilize • Getting a Federal Tax ID would be a much longer process due to the need to use a paper application process • The PSERN Operator does not have a commercial entity under contract.
Noncommercial Entity	<ul style="list-style-type: none"> • They may be experienced in performing in this capacity • There may be many options to choose from 	<ul style="list-style-type: none"> • Creates a dependence upon an entity for establishment and maintaining the incorporated status • An Agreement/Contract may be needed. • Getting a Federal Tax ID would be a much longer process due to the need to use a paper application process
An Office or Position	<ul style="list-style-type: none"> • Does not rely upon a single person to fill the position and would therefore not need to be updated due to changes in roles or positions 	<ul style="list-style-type: none"> • Would require the office/position to utilize their personal or work contact information due to PSERN not having a place of business established yet. • It is not clear how filing for a Federal Tax ID would be handled using this option
Individual	<ul style="list-style-type: none"> • The Operator would be able to have a Tax ID assigned via the quicker online application process 	<ul style="list-style-type: none"> • Relies on an individual and if that individual no longer wanted to serve, an update would be needed with the state.

**PSERN Operator
Staff Report
Agenda Item #8**

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		<ul style="list-style-type: none"> • Would require the individual to utilize their personal or work contact information due to PSERN not having a place of business established yet.
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Issue #2 – Who should file the Articles of Incorporation?

This decision is really just an administrative issue. The PSERN Project is fully able to file the articles on behalf of the PSERN Operator. The Articles of Incorporation must be sent via paper to the Secretary of State and cannot be filed online. Alternatively, the registered agent could file them, as signatures are required on the form.

Issue #3 – Does the Board approve the Articles of Incorporation?

The draft Articles of Incorporation were drafted by David Mendel, PSERN Project Director, originally. More recently the PSERN Project has consulted with Deanna Gregory of Pacifica Law Group on several questions to ensure the form is being filled out properly. We believe that we understand the nuances of the form and filing requirements from the state.

After the draft Articles of Incorporation were developed, they were presented to the PSERN Joint Board for approval. At its December 10, 2020 meeting the Joint Board approved the draft bylaws and approved the Project’s transmittal to King County Council as well as approved the Project to recommend them to the PSERN Board of Directors for action.

The King County Council was required to approve by motion the Operator’s draft Articles of Incorporation due to the provisions of the ordinance that passed the MOA in 2015. King County Council took that action on March 16th, 2021 which clears the way for the Board of Directors to approve and adopt the Articles of Incorporation and authorize them to be filed.

ADDITIONAL INFORMATION:

None

CONCLUSION:

Issue #1 - What approach should the Board use to designate the Registered Agent within the Articles of Incorporation? Staff recommend that the Board chose an individual to act as the registered agent and that we seek a volunteer between the Chairperson or the Secretary from the Board of Directors.

Issue #2 – Who should file the Articles of Incorporation? Staff recommend that the PSERN Project file the articles.

Issue #3 – Does the Board approve the Articles of Incorporation? Staff recommend that the Board approve the Articles of Incorporation and to authorize them to be filed.

Staff Report Reference Documents:

1. PSERN Operator Draft Articles of Incorporation

RESOLUTION NO. 21-04

RESOLUTION ADOPTING ARTICLES OF INCORPORATION FOR THE PUGET SOUND
EMERGENCY RADIO NETWORK (PSERN) OPERATOR

A **RESOLUTION** of the PSERN Operator Board of Directors adopting the articles of incorporation for the PSERN Operator.

WHEREAS, the PSERN Operator Interlocal Cooperation Agreement (the “Interlocal Agreement”) provides that the PSERN Operator will be a governmental non-profit corporation organized under chapter 24.06 RCW.

WHEREAS, the PSERN Operator Board of Directors now desires to approve and file articles of incorporation with the Washington Secretary of State pursuant to the Interlocal Agreement and chapter 24.06 RCW as provided herein.

NOW, THEREFORE, BE IT RESOLVED by the PSERN Operator Board of Directors as follows:

Section 1. The articles of incorporation of the PSERN Operator, as provided as Attachment A, are approved. The Chair and Vice-Chair of the PSERN Operator Board of Directors are hereby further authorized to execute, as incorporators, such articles of incorporation and to file the articles of incorporation with the Washington Secretary of State. The Chair and the Vice-Chair of the Board of Directors are further hereby authorized to take any necessary actions and to individually sign such documents as needed to incorporate the PSERN Operator as a non-profit corporation for purposes of chapter 24.06 RCW, including but not limited to paying any filing fees.

Section 2. If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

Section 3. This resolution shall take effect immediately upon its passage.

ADOPTED at the special meeting of the PSERN Operator Board of Directors, this ____ day of _____, 2021.

**PSERN OPERATOR
KING COUNTY, WASHINGTON**

Lora Ueland, Chair

**ARTICLES OF INCORPORATION
OF
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation.

**ARTICLE I:
INCORPORATION;
NAME AND PLACE OF BUSINESS OF ORGANIZATION**

The name of this corporation shall be the “Puget Sound Emergency Radio Network Operator” (referred to herein as the “PSERN Operator”).

The principal place of business of this corporation shall be as follows, subject to change by the Board of Directors (as defined below):

PSERN Operator
401 5th Avenue, Suite 0600
Seattle, WA 98104

**ARTICLE II:
DURATION**

The PSERN Operator shall have perpetual existence.

**ARTICLE III:
REGISTERED OFFICE AND AGENT**

The name and address of the initial registered agent of the PSERN Operator is as follows:

Pacifica Law Group LLP
Attn: Deanna Gregory, Attorney
1191 Second Avenue, Suite 2000
Seattle, WA 98101

**ARTICLE IV:
PURPOSES AND POWERS**

Section 1. Purposes. The PSERN Operator is organized on behalf of and as an instrumentality of its governmental members to carry out the purposes of the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island,

Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (the “Parties”), as it may be amended from time to time, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the “Interlocal Agreement”). Under the terms of the Interlocal Agreement, the Parties have created the PSERN Operator as a separate, independent governmental administrative agency under RCW 39.34.030(3)(b), and as permitted in chapter 39.34 RCW, is incorporated as a Washington nonprofit corporation pursuant to these Articles and the Act.

The purposes of the PSERN Operator are set forth in the Interlocal Agreement. These purposes include owning, operating, maintaining, managing, upgrading and replacing the Puget Sound Emergency Radio Network (“PSERN”) system, a land mobile radio system, including all equipment, software, and other work deployed, to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s) (the “PSERN System”). Communication services provided by the PSERN Operator include voice, data, video, or other communication services provided to User Agencies, Dispatch Centers (each as defined in the Interlocal Agreement) and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the PSERN Operator service area (“Services”).

The PSERN Operator shall engage in Services as may be approved from time to time by its Board of Directors in accordance with the Interlocal Agreement. The PSERN Operator shall also engage in all such activities as are incidental or conducive to the attainment of the objectives of the PSERN Operator, as set out in the Interlocal Agreement.

Section 2. Definitions. All terms used in these Articles shall have the same meaning as in the Interlocal Agreement, unless specifically indicated to the contrary.

Section 3. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles, in the bylaws of the PSERN Operator or in the Interlocal Agreement, the PSERN Operator shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the PSERN Operator’s purposes.

Section 4. Limitation of Power. Notwithstanding any of the provisions of these Articles, the PSERN Operator shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 or the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the PSERN Operator shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of the PSERN Operator shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the PSERN Operator shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The PSERN Operator shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

**ARTICLE V:
AMENDMENTS**

These Articles may be amended by an affirmative vote of the Board of Directors present at any regular meeting or special meeting called for that purpose. Notice of any proposed amendment to these Articles shall be the same notice as proscribed in the Interlocal Agreement for proposed amendments to the Interlocal Agreement.

**ARTICLE VI:
DISTRIBUTION OF ASSETS UPON DISSOLUTION OR LIQUIDATION**

No director, trustee, or officer of the PSERN Operator, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the PSERN Operator or the winding up of its affairs. Upon dissolution of the PSERN Operator, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the PSERN Operator and after returning, transferring, or conveying assets held by the PSERN Operator requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of PSERN Operator shall be distributed pursuant to a Disposition Plan approved by the Board of Directors as provided for in the Interlocal Agreement.

“Dissenting members,” as that term is used in RCW 24.06.245 through .255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

**ARTICLE VII:
MEMBERS**

Members of the Corporation must be general purpose municipal corporations or other general purpose municipal corporations or agencies that are a Party to the Interlocal Agreement. As used in these Articles, the responsibilities of the Parties and the manner, withdrawal or termination of their membership, and the addition of new Parties as provided in Section 15.13 of the Interlocal Agreement, shall be as provided for in the Interlocal Agreement. Voting by members of the Board of Directors shall be as provided for in the Interlocal Agreement.

**ARTICLE VIII:
BOARD OF DIRECTORS OF THE PSERN OPERATOR**

The PSERN Operator shall be governed by its Board of Directors (the “Board of Directors”), comprised of four voting members and two nonvoting members as provided in Section 4.0 of the Interlocal Agreement. For purposes of these Articles and chapter 24.06 RCW, the “Board of Directors” as described in the Interlocal Agreement shall serve as the “board of directors” of the PSERN Operator as defined in RCW 24.06.005.

Actions of the Board of Directors of the PSERN Operator shall be conducted as provided in the Interlocal Agreement, the bylaws and policies of the PSERN Operator. The Board of Directors shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in the Interlocal Agreement, and including but not limited to the powers provided for in Section 4.4 of the Interlocal Agreement.

**ARTICLE IX:
INITIAL MEMBERS OF THE BOARD OF DIRECTORS; INITIAL OFFICERS**

Officers of the Board of Directors of the PSERN Operator (“officers”) shall be selected as provided in the Interlocal Agreement. The names and addresses of the persons who are to serve as the initial Board of Directors and its officers are:

Voting Board Members and Officers

Chair: Lora Ueland
Valley Communications Center, Executive Director
27519 108th Ave.
Kent, WA 98030

Vice Chair: Harold Scoggins
City of Seattle, Fire Chief
301 2nd Ave S.
Seattle, WA 98104

Treasurer: Brenda Bauer
King County, Deputy Chief Operating Officer
401 5th Avenue, Suite 0800
Seattle, WA 98104

Secretary: Kurt Triplett
City of Kirkland, City Manager
123 5th Ave
Kirkland, WA 98033

Non-Voting Board Members

Board Member: Dan Yourkoski
City of Normandy Park, Police Chief
801 SW 174th Street
Normandy Park, WA 98166

Board Member: Chris Elwell
King County Fire District 2, Fire Commissioner
900 SW 146th St.
Burien, WA 98166

**ARTICLE X:
DIRECTOR LIABILITY LIMITATIONS**

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of these Articles or may be amended from time to time), a director of the PSERN Operator may not be personally liable to the PSERN Operator for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the PSERN Operator to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of the PSERN Operator, the liability of a director shall be limited to the full extent permitted by the Washington Nonprofit Miscellaneous and Mutual Corporations Act.

**ARTICLE XI:
INDEMNIFICATION**

The PSERN Operator shall indemnify any director and officer of the PSERN Operator who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the PSERN Operator to the full extent allowed by law, as presently in effect and as hereafter amended. By means of the Interlocal Agreement or a resolution or of a contract specifically approved by the Board of Directors, the PSERN Operator may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the PSERN Operator.

The Board of Directors of the PSERN Operator shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of the PSERN Operator, a vote of the Board of Directors of the PSERN Operator, or otherwise. No amendment to or repeal of these Articles shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Indemnification of directors and officers by the PSERN Operator shall be consistent with the terms of the Interlocal Agreement, the Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause the PSERN Operator to lose its exemption from federal income taxation.

**ARTICLE XII:
BYLAWS**

Bylaws of the PSERN Operator may be adopted by the Board of Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles or the Interlocal Agreement. The authority to make, alter, amend or repeal bylaws is vested in the Board of Directors and may be exercised at any regular or special meeting of the Board of Directors.

**ARTICLE XIII:
CONFLICTS**

In the case of any conflict between any of these Articles and the bylaws of the PSERN Operator, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

**ARTICLE XIV:
DATE OF INCORPORATION**

The date of incorporation of the PSERN Operator shall be the date these Articles are filed with the Washington Secretary of State.

**ARTICLE XV:
INCORPORATORS**

The name and address of the incorporator representing the PSERN Operator is:

Lora Ueland
Valley Communications Center, Executive Director
27519 108th Ave.
Kent, WA 98030

Harold Scoggins
City of Seattle, Fire Chief
301 2nd Ave S.
Seattle, WA 98104

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation
this ____ day of _____, 2021.

Lora Ueland, Incorporator

Harold Scoggins, Incorporator

**PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR
INTERLOCAL COOPERATION AGREEMENT**

This Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to chapter 39.34 RCW (the “Interlocal Cooperation Act”) by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a “Party” and collectively, the “Parties”).

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation 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 related repairs.

B. The Parties 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, as well as uniformly high-quality emergency radio communications. Said new system is referred to herein as the “Puget Sound Emergency Radio Network System” or “PSERN System.”

C. The costs of implementing the PSERN System are financed through a funding measure approved by voters at the April 2015 election.

D. The Parties executed a separate agreement (“Implementation Period ILA”) that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Implementation Period ILA contemplates that the Parties will create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act to assume the ownership and control of the PSERN System following Full System Acceptance and be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to create the new governmental agency to be known as the “PSERN Operator” and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. 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:

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 genders (and vice versa).

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

1.1.3 References to sections, exhibits, attachments or appendices 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 King County, the due date shall be deemed to be the next Business Day.

1.1.9 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.

1.1.10 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.

1.2 Definitions

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Board of Directors or Board means the board described in Section 4.0 of this Agreement and shall be the governing body of the PSERN Operator.

1.2.2 Agreement means this Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, as it may hereafter be amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

1.2.3 Consolidated Service Area means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, EPSCA and Valley Com, and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

1.2.4 Director means a person designated as a member of the Board of Directors pursuant to Section 4.2 of this Agreement.

1.2.5 Dispatch Center means an organization that has entered into an agreement with King County or the PSERN Operator for console service on the PSERN System.

1.2.6 EPSCA means the Eastside Public Safety Communications Agency, formed pursuant to chapters 39.34 and 24.06 RCW, created by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, or its successor agency.

1.2.7 Executive Director means the chief executive officer for the PSERN Operator appointed by and serving at the pleasure of the Board of Directors.

1.2.8 Full System Acceptance or FSA means the determination issued to the PSERN System Contractor upon the Contractor satisfactorily completing the final system development phase milestone pursuant to King County Contract No. 5729347 (Contract for the Design, Development, Implementation, Testing and On-Going Support, Maintenance and Upgrade of the Puget Sound Emergency Radio System, executed on December 17, 2014).

1.2.9 KCERS means the King County Emergency Radio Communication System.

1.2.10 Operations Period means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a management, administration, finance, operations, and/or maintenance position for a subregion of KCERCS; (2) whose employment with King County, the City of Seattle, EPSCA, or ValleyCom will be eliminated as a direct result of the PSERN project; and (3) who will not be hired by the PSERN Operator in a comparable capacity because the PSERN Operator has no or fewer comparable positions.

1.2.12 Puget Sound Emergency Radio Network Operator or PSERN Operator means the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

1.2.13 Puget Sound Emergency Radio Network System or PSERN System means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed during the Operations Period to provide public safety communication service(s) or an addition to an existing infrastructure during the Operations Period to provide new or additional public safety communication service(s).

1.2.14 System means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.15 Service Rate means the rate or rates charged to User Agencies in accordance with the Rate Model at Exhibit A, or as it may be amended by action of the Board of Directors.

1.2.16 Services means voice, data, video, or other communication services provided to User Agencies and Dispatch Centers through an agreement with King County or the PSERN Operator.

1.2.17 User Agency means an entity that is authorized under an agreement with King County or the PSERN Operator to register and use a radio or other device on the PSERN System.

1.2.18 Valley Communications Center or Valley Com means the Governmental Administrative Agency formed by interlocal agreement under Chapter 39.34 RCW, created by the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

2.0 DURATION OF AGREEMENT

This Agreement shall be effective on the date it is last signed by an authorized representative of each the Parties and is filed and/or posted as provided in Section 15.2 ("Effective Date"). This Agreement shall remain in effect until terminated as provided in Section 12.0.

3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES

The purpose of this Agreement is to provide communication Services throughout the Operations Period to User Agencies and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties hereby create a governmental administrative agency called the “Puget Sound Emergency Radio Network Operator”. The Parties each assign to the PSERN Operator the responsibility of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period as permitted by the Interlocal Cooperation Act. The PSERN Operator shall be formed pursuant to RCW 39.34.030(3)(b) and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

The Parties hereto acknowledge and agree that each is executing this Agreement in order to facilitate the creation of the PSERN Operator as a separate governmental administrative agency pursuant to the Interlocal Cooperation Act and not a “joint board” within the meaning of RCW 39.34.030(4)(a). All debts, obligations and liabilities incurred by the PSERN Operator shall be satisfied exclusively from the assets and properties of the PSERN Operator and no creditor or other person shall have any right of action against the Parties hereto, the User Agencies or any other public or private entity or agency on account of any debts, obligations, or liabilities of the PSERN Operator unless explicitly agreed to in writing by the Party hereto, the User Agency, or such entity or agency.

The expenses of the PSERN Operator shall be financed through a funding measure approved by voters at the April 2015 election and with user fees (Service Rates) to be assessed against and paid by all User Agencies. It is the intent of the Parties that Service Rates be computed as provided in Exhibit A and be set to cover all operating expenses of the PSERN Operator, unless otherwise directed by the Board of Directors.

This Agreement shall not obligate the Parties to incur debt on behalf of the PSERN Operator. Each Party’s financial obligations to PSERN shall be limited to payment of Service Rates unless otherwise agreed upon in writing.

The PSERN Operator shall have the responsibility and authority for providing communication Services as provided in this Agreement, including but not limited to owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period and all related incidental radio communications functions.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The

Board's composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator's articles of incorporation or bylaws.

4.2 Composition of the Board of Directors

4.2.1 The Board of Directors shall be composed of the four following voting members:

4.2.1.1 the King County executive, or a designee of the executive approved by the King County council;

4.2.1.2 the City of Seattle mayor, or his/her designee;

4.2.1.3 one mayor or city manager or his/her designee representing the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (the "EPSCA Cities"); and

4.2.1.4 one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila (the "Valley Com Cities").

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussions but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.2.3 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board of Directors member and alternate member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member or alternate shall be effective upon delivery of written notice to the Chair of the Board of Directors. The notice shall include the name and contact information for the new member or alternate.

4.2.4 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall promptly replace any vacancy in its Board of Directors member or alternate and may, at any time, replace its Board of Directors member or alternate by giving notice as provided in Section 4.2.3. If the County or the City of Seattle fails to fill a vacancy for its Board of Directors member and alternate, its chief executive officer or his/her designee shall attend all meetings until one of the vacancies is filled. If one of the groups of cities listed in Sections 4.2.1.3 or 4.2.1.4 fails to fill a vacancy for its Board of Directors member and alternate, then the chief executive officer or his/her designee of one of the cities in that group shall attend all meetings until one of the vacancies is filled.

4.2.5 The officers of the PSERN Operator shall consist of a Chair, Vice Chair, a Secretary, a Treasurer and such other officers and assistant officers as may be

deemed necessary and set forth in the bylaws. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. The officers shall be elected from among the voting members of the Board. The Chair shall preside at the meetings of the Board of Directors. The Vice Chair shall serve in the absence of the Chair.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all four of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four voting Board members, except as provided otherwise in this Agreement.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors' voting members.

4.3.3 The Board of Directors shall establish bylaws and procedures for its operations and meetings including setting a regular meeting schedule and location, providing for the scheduling of special and emergency meetings, and providing for attendance by telephone or other electronic voice communication.

4.3.4 The regular meeting schedule shall be established by the Board of Directors, with a minimum of two meetings being held each calendar year. Special or emergency meetings may be called by the Chair or by at least two voting members of the Board.

4.3.5 The first meeting of the Board of Directors will be held as soon as practicable and necessary to begin operations of the PSERN Operator. The members described in Section 4.2.3 shall attend the meeting and shall elect a Chair and Vice Chair to serve a term that will begin upon election and extend through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Board of Directors shall elect a Chair and Vice Chair at the final meeting of each year to allow each to serve a two-year term that will begin on January 1 of the following year.

4.3.6 The Board of Directors shall hold an annual meeting to coincide with the first regular meeting each year. During the annual meeting, the Executive Director shall report on the state of the PSERN Operator.

4.3.7 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any voting Board member may call for a vote on an issue. Meetings shall be conducted according to the most recent edition of

Robert's Revised Rules of Order unless otherwise directed by the Board of Directors.

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.9 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act, Chapter 42.30 RCW.

4.3.10 An alternate attending Board of Directors meetings on behalf of a regular member of the Board shall be considered to be a member for purposes of that meeting and entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3.11 Notwithstanding any other provision in this Agreement, the Board of Directors may take action by three affirmative votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings or properly notified and scheduled special meetings in accordance with the bylaws and RCW 42.30, and (3) the same voting member failed to attend both meetings and failed to send an alternate. In this event, for this one action item only, a quorum of the Board of Directors will consist of three members.

4.4 Board of Directors Actions

The PSERN Operator, through its Board of Directors, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in this Agreement, and including but not limited to the following:

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;
- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;

- g. Direct the activities of the Executive Director;
- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the compensation for, and be authorized to terminate the employment of the Executive Director.
- i. If the Board determines that the Executive Director will be a contracted employee from another governmental agency, the Board will contract for an "at will" employee approved by the Board and who may be terminated from the position by a unanimous vote by the Board.
- j. Evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;
- k. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- l. Establish Service Rates in accordance with Exhibit A or any amendments thereto;
- m. Review and amend terms of use for User Agencies, as necessary;
- n. Conduct regular and special meetings;
- o. Approve PSERN operation and maintenance standards;
- p. Determine the Services the PSERN Operator shall offer and the terms under which they will be offered;
- q. Approve agreements with third parties;
- r. Incur financial obligations in the name of the PSERN Operator to make purchases or contracts for Services to implement the purposes of this Agreement; provided, however, nothing in this Agreement shall authorize the PSERN Operator to issue bonds or incur indebtedness in the name of any Party hereto or that shall be considered a debt or a guarantee of any Party hereto without its express written consent;
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- t. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its real or personal property, or any interest therein, and assets;

- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- v. Hold licenses for radio frequencies;
- w. Recommend action to the legislative bodies of the Parties and User Agencies;
- w. Delegate the Board of Directors' authority under this Agreement subject to any applicable law and to such limitations and conditions as the Board of Directors may establish;
- x. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements for services such as procurement and property leasing;
- y. Contract for staff through agreements with other agencies that specify the employment policies, compensations amounts, and supervisory structure that will apply to such staff;
- z. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties;
- aa. Add parties to this Agreement and concurrently amend the membership of the Board of Directors, subject to the limitations of Section 15.13;
- bb. Take necessary actions to prepare and plan for a public safety radio system(s) to succeed the PSERN System;
- cc. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute funds; and
- dd. The PSERN Operator shall have no power to levy taxes.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Board action is moved at a Board of Directors meeting but fails for lack of a unanimous vote by all four (4) Directors, a voting Director may submit written notice of an impasse to the other Directors and the Executive Director. The notice shall include a statement of the action being sought and the history of any Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Board Chair shall designate a mediator to assist the Board in resolving the impasse. The mediator shall be experienced in resolving disputes among public sector and/or nonprofit agencies and may not be an employee or consultant of any of the Parties, unless otherwise agreed to by the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN System that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Directors 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 Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of 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 Board of Directors 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 office designated by the Valley Com Cities. The Board of Directors and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Board of Directors vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

5.0 OPERATING BOARD

The Board of Directors will create an Operating Board of PSERN System User Agencies, which will include at least one fire commissioner as a member, to provide advice and perform other duties as deemed appropriate by the Board of Directors. The obligation to create and maintain an Operating Board shall be included in the PSERN Operator's articles of incorporation or bylaws.

6.0 EXECUTIVE DIRECTOR

If the Executive Director is directly hired as an employee of the PSERN Operator, the Board shall be responsible for the appointment and termination of the Executive Director. If the Board enters into an agreement with another governmental agency to contract for an Executive Director, the agreement shall give the Board the authority to appoint the Executive Director and to terminate the Executive Director from his/her position.

The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator. The Executive Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1 Executive Director Duties

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- b. Retain appropriate PSERN Operator staff either through the direct hire of such staff or through an agreement with an agency to provide such staff;
- c. Hire, evaluate, supervise, discipline, and terminate staff in compliance with applicable budget, policies, procedures, agreements and standards;
- d. Propose and administer Annual Budgets including a contingency;
- e. Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- f. Track the performance of PSERN systems and Services;
- g. Provide support to the Board of Directors;
- h. Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- i. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- j. Maintain and manage records in accordance with applicable state and federal laws and regulations;
- k. Prepare an annual report for the PSERN Operator as required by RCW 23.95.255; and
- l. Perform other duties as assigned by the Board of Directors.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience or comparable equivalent skills in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. If the Executive Director is directly hired by the PSERN Operator, he/she will serve in an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or

termination of PSERN Agency employees, and accordingly, the Executive Director may only be terminated from his or her position by the Board of Directors.

7.0 EMERGENCY PROCEDURES

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

8.0 PSERN OPERATOR EMPLOYMENT

8.1 Employees Generally

The Board of Directors shall require the PSERN Operator to comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all current and future employees. In addition, the PSERN Operator shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

8.2. Employment of Current Regular Employees

8.2.1 Offer of Employment

8.2.1.1 As of the Effective Date of this Agreement, there are 3.0 FTE City of Seattle employees and 8.0 FTE King County employees who are employed to primarily work on KCERCS infrastructure and whose job duties will be assumed by the PSERN Operator after FSA ("Qualified Employees"). It is the intention of the Parties that each of those Qualified Employees have the option of working for the PSERN Operator and that the PSERN Operator and the County and City of Seattle will work cooperatively to transition the employees who accept such option to work for the PSERN Operator on a schedule that does not adversely impact public safety functions prior to FSA.

8.2.1.2 Directly Hired Employees

If the Board of Directors determines that PSERN Operator staff shall be directly hired by the PSERN Operator and to implement the intent of Section 8.2.1., then no later than the date to be set by the Board of Directors, the PSERN Operator will offer employment to each of the Qualified Employees for similar employment with the PSERN Operator. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the Board of Directors. Each Qualified Employee who accepts the offer shall become a "Transferring Employee." The PSERN Executive Director shall use best efforts to ensure each Transferring Employee a smooth and prompt transition to employment with the PSERN Operator.

The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment.

8.2.1.3 Agency-Provided Employees

If the Board of Directors determines that PSERN Operator staff will be contracted for through an agreement with another governmental agency, then no later than the date set by the Board of Directors, the agency providing such staff will offer employment to each of the Qualified Employees for similar employment with the agency for PSERN Operator work. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the agency providing the PSERN Operator staff. Each Qualified Employee who accepts the offer shall become an "Agency Employee." The agency providing PSERN Operator staff shall use best efforts to ensure each Agency Employee a smooth and prompt transition to employment with the agency and work for the PSERN Operator.

8.2.2 Retirement Benefits

If the Board of Directors determines that PSERN Operator staff shall be directly hired, then the PSERN Operator will participate in the Public Employees' Retirement System (PERS) and will offer PERS retirement benefits through the Washington State Department of Retirement Systems to Transferring Employees and Transitional Employees.

8.3 Temporary Employment of PSERN Transitional Employees

8.3.1 Any PSERN Transitional Employee who requests temporary employment with the PSERN Operator shall be employed as a temporary employee by the PSERN Operator or if the PSERN Operator does not directly hire its employees, then by the agency providing staff for the PSERN Operator.. The period of temporary employment shall not exceed eighteen (18) months from the time of transition to such employment or a shorter duration if requested by the PSERN Transitional Employee. The time of transition shall be within 60 days after FSA unless another date is agreed to by the PSERN Operator and the PSERN Transitional Employee.

8.3.2 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees shall be entitled to a salary and package of benefits similar to what the Transitional Employee received prior to his or her transition to PSERN Operator work. The full cost of compensation, including salary and benefits, provided to PSERN Transitional Employees shall be paid by the PSERN Operator, either directly or pursuant to an agreement with another agency for the provision of staff.

8.3.3 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees must meet all employment requirements applicable to permanent PSERN Operator employees or employees of the applicable employing agency. Nothing in this Agreement shall preclude the PSERN Operator's or applicable employing agency's ability to take employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of his/her employment.

8.3.4 Nothing in this section shall preclude the PSERN Operator or an applicable employing agency from hiring a PSERN Transitional Employee serving as a temporary employee to a permanent position.

8.4 No Third-Party Beneficiaries.

Employees affected by this Agreement are not intended to be third-party beneficiaries to this Agreement and cannot sue to enforce its terms.

9.0 Service Level Requirements

9.1 Contractor Services

The PSERN Operator shall ensure the following services are provided by the Contractor throughout the expected service life of the PSERN System:

- (i) technical support;
- (ii) infrastructure repair;
- (iii) System updates; and
- (iv) System upgrades.

9.2 Minimum Performance

The PSERN Operator shall ensure the following minimum performance requirements for the PSERN System:

- (i) DAQ 3.4;
- (ii) 97% reliability;
- (iii) 97% portable on-street coverage in the Primary Bounded Area;
- (iv) 95% portable on-street coverage in the Highway Buffer Covered Areas;
- (v) grade of service of 1.0;
- (vi) 99.999% availability of backhaul;
- (vii) at least 17db added signal above the baseline PSERN design within the three (3) polygon coverage areas shown in Exhibit B; and
- (viii) provide 97% portable on-street coverage with 97% SAR (service area reliability) in the three (3) polygon coverage areas shown in Exhibit B.

10.0 RESERVED

11.0 WITHDRAWAL AND REMOVAL

11.1 Withdrawal of a Party

11.1.1 A Party may withdraw from this Agreement effective on the last day of a calendar year by giving written notice to the Board at least two years prior to the proposed effective date for withdrawal.

11.1.2 Any Party that has given notice of its intent to withdraw must meet with the Executive Director or his or her designee to develop a departure plan that is intended to ensure an orderly separation of the Party from the PSERN Operator in a manner that is consistent with this Agreement. The departure plan may include the transfer of funds and equipment or other assets and such plan must be approved by unanimous vote of the Board of Directors.

11.1.3 Costs of Withdrawal

11.1.3.1 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.17 as surviving a withdrawal.

11.1.3.2 As a condition of withdrawal, the withdrawing Party must pay any direct costs resulting from the withdrawal. The Board of Directors may also set a different withdrawal date as it deems appropriate; however, the withdrawal date shall not be later than one year after the withdrawing Party's proposed withdrawal date.

11.1.3.3 Any costs or other amounts owed by a withdrawing Party under this Agreement or any other agreement between the withdrawing Party and the PSERN Operator shall be paid prior to the effective date of the withdrawal or, if such amounts are not then known or established, then within thirty (30) days after the amount is known or established. However, the withdrawing Party shall not be responsible for amounts not known or established within one hundred (100) days of the date of withdrawal.

11.1.4 A member of the Board of Directors representing a Party that has given notice of withdrawal which is effective at a future date, shall be authorized to cast votes with the Board of Directors only on budgets and other items to be implemented prior to the withdrawal date unless permission to vote on a matter is granted by all remaining Board members.

11.1.5 A Party that has given its notice of withdrawal may revoke its notice of withdrawal by delivering a written notice of such revocation to the Board of Directors. The Board, in its sole discretion, may by unanimous vote of the remaining members of the Board, determine to accept or deny the revocation and under what conditions any acceptance shall be permitted.

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual

property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

12.0 DISSOLUTION AND TERMINATION

12.1 Three (3) or more Directors may, at any one time, call for a vote on the complete dissolution of the PSERN Operator and termination of this Agreement. Upon both: (a) the affirmative vote of a majority of the full Board for dissolution and termination; and (b) the affirmative vote of a majority of the Parties' legislative bodies for dissolution and termination, the Board shall establish a task force to determine how the PSERN System assets and liabilities will be divided upon such dissolution and termination. For purposes of this section, each Party shall determine what constitutes an affirmative vote of its legislative body.

12.2 Approval of the plan for disposition of the PSERN System assets and liabilities (the "Disposition Plan") shall require a unanimous affirmative vote of the full Board. If the Board fails to approve the Disposition Plan within one (1) year of the last legislative body vote under Section 12.1.b, the Parties shall proceed with the impasse resolution procedures in Section 4.5.

12.3 Following the approval of the Disposition Plan, the PSERN Operator shall wind up business in accordance with the Disposition Plan and any other terms set by the Board. The Board shall set the date for termination of this Agreement by affirmative majority vote of the full Board.

13.0 LEGAL RELATIONS

13.1 Employees and No Third Party Beneficiaries

13.1.1 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.

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

13.2 Indemnification.

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 willful or negligent acts or omissions arising out of this Agreement. 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 that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions 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 Section 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. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

13.3 Insurance

The Board of Directors, Executive Director, and PSERN Operator shall take such steps as are reasonably practicable to minimize the liability of the Parties, including but not limited to the utilization of sound business practices. The Board of Directors shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the PSERN Operator and the activities of the Parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

14.0 PUBLIC RECORDS

14.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Board of Directors.

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and 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 Party.

14.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Board of Directors.

15.0 GENERAL

15.1 RESERVED

15.2 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.

15.3 Time of the Essence

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

15.4 Compliance with Laws

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

15.5 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.

15.6 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. 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.

15.7 Parties Not Relieved of Statutory Obligation

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 Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

15.8 Nondiscrimination

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

15.9 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 Board of Directors.

15.10 Merger, Consolidation or Sale of All or Substantially All Assets

Approval of the merger or consolidation of the PSERN Operator with another entity, or the sale of all or substantially all assets of the PSERN Operator, shall require a unanimous vote of the Board of Directors.

15.11 Dispute Resolution

If one or more Parties believe 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 under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

15.12 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.

15.13 Amendments

15.13.1 Except as provided in this Section, the Agreement may be amended by the Board of Directors from time to time in order to carry out the corporate

purposes of the PSERN Operator. Any such modification shall be in writing and executed by the Chair of the Board of Directors after providing not less than thirty (30) days' advance written notice to all Parties of such proposed modification, and upon unanimous approval of the Board of Directors. However, the following terms of this Agreement may only be amended in writing after approval of each of the legislative bodies of Seattle, King County, EPSCA, and Valley Com; however, for purposes of this legislative determination, EPSCA and Valley Com will each be responsible to determine what constitutes legislative approval or disapproval from their member cities, before tendering their single vote on amendment:

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.
- b. The composition of the Board of Directors.
- c. Addition of new Parties.
- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

15.13.2 Nothing in this Section 15.13 shall be construed to require legislative authority consent for the agreement to serve an additional User Agency.

15.14 Notices

15.14.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties as listed below. Any notice may be given by certified mail, courier delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

15.14.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

15.15 Conflicts

15.15.1 In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

15.15.2 In the event of a conflict between any provision of this Agreement and a provision of the Implementation Period ILA, the Implementation Period ILA shall control unless otherwise determined by the Board of Directors pursuant to vote under Section 4.3.1.

15.16 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.

15.17 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.

15.18 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 or removal from this Agreement.

- Section 13 Legal Relations
- Section 14 Public Records
- Section 15.16 Choice of Law; Venue

15.19 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.

15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

Exhibit A

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 A. 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.

$X = \frac{[83\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for radio-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

$Y = \frac{[17\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for console-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

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.

$X\% \text{ of PSERN System annual operating budget} = [12 \times \text{the monthly public safety radio rate} \times \text{the number of public safety radios}] + [12 \times \text{the monthly other radio rate} \times \text{the number of other radios}].$

Console Rates

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

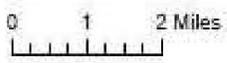
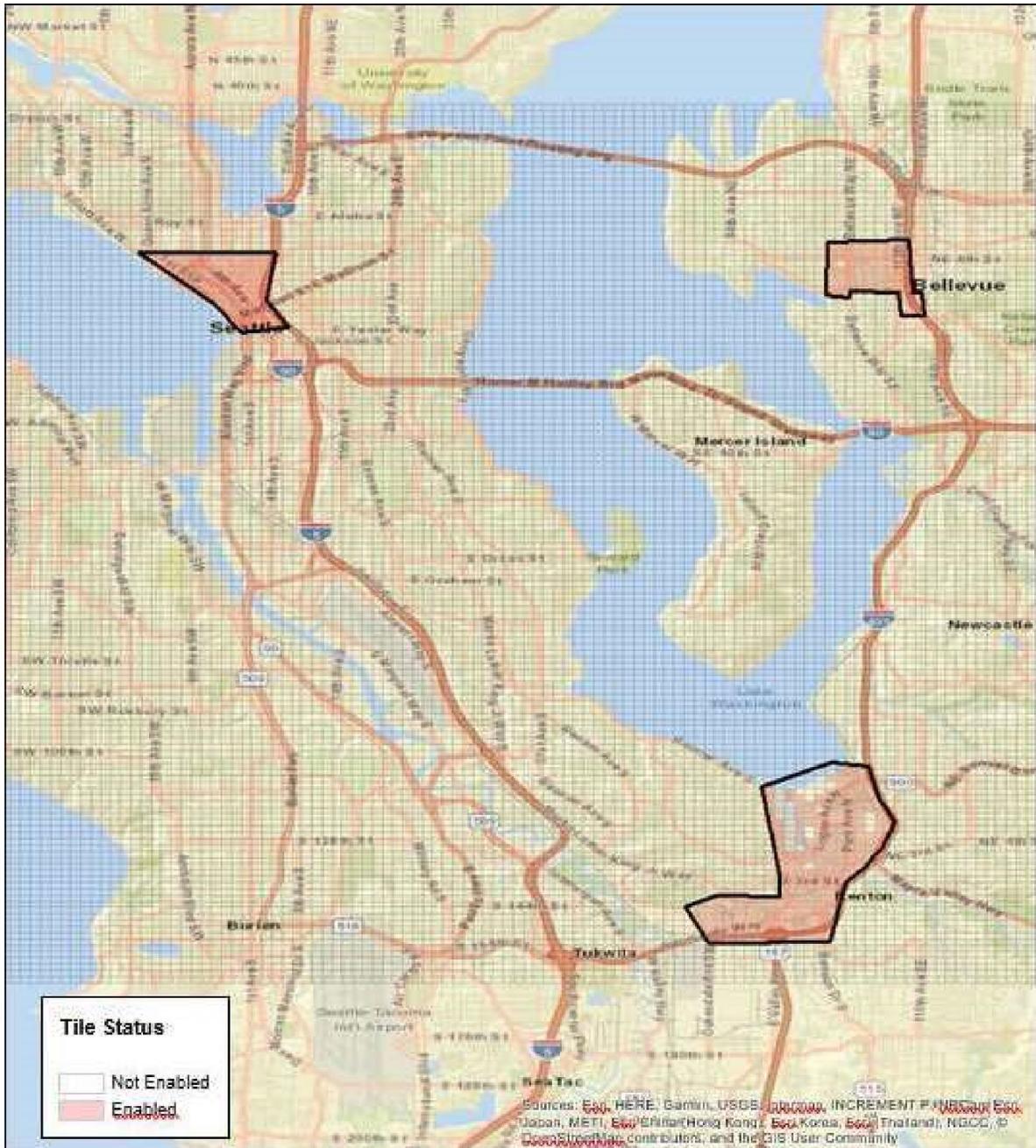
$Y\% \text{ of PSERN System annual operating budget} = 12 \times \text{the monthly console rate} \times \text{the number of consoles}.$

END OF EXHIBIT A.

Exhibit B Polygon Coverage Areas with Added Signal



Puget Sound Emergency Radio Network
May 17, 2018



Portable CATP Grid: 0.1 mile x 0.1 mile
430 Tiles Enabled (50.1% inside S.A.)

PSERN 2018
PSERN 2018 Baseline
TBDH48
TBDH48-ZBK15G3

Motorola Solutions Confidential Restricted

Pricing 7-1

15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing 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 4.20.20

Attest:

[Signature]
City Clerk

Approved as to Form:

[Signature]
City Attorney

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

KING COUNTY

CITY OF AUBURN

Name _____
Title _____
Date _____

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

CITY OF BELLEVUE

CITY OF FEDERAL WAY

Nathan McLommon for Brad Kuycke
Name Nathan McLommon
Title Deputy City Manager
Date December 4, 2020

Name _____
Title _____
Date _____

Attest:

Attest:

Hyle Q Starnut
City Clerk *for Chormaine Arredondo*

City Clerk

Approved as to Form:

Approved as to Form:

[Signature]
City Attorney, ASSISTANT CITY ATTORNEY

City Attorney

CITY OF BELLEVUE

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name _____
Title _____
Date _____

Attest:

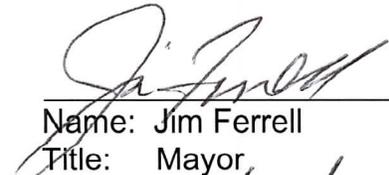
City Clerk

Approved as to Form:

City Attorney

PSERN ILA

CITY OF FEDERAL WAY



Name: Jim Ferrell
Title: Mayor
Date 5/21/20

Attest:



City Clerk, Stephanie Courtney, CMC

Approved as to Form:



City Attorney, J. Ryan Call

CITY OF KENT

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Deputy Prosecuting Attorney

City Attorney

CITY OF BELLEVUE

CITY OF FEDERAL WAY

Name _____
Title _____
Date _____

Name _____
Title _____
Date _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

CITY OF ISSAQUAH

CITY OF KENT

DocuSigned by:
Mayor Pauly
Name Mayor Pauly
Title Mayor
Date 7/30/2020

Name _____
Title _____
Date _____

Attest:

Attest:

DocuSigned by:
Christine G 7/30/2020
City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:

Natalie McNabb

7/30/2020

City Attorney
on behalf of city attorney

City Attorney

CITY OF KIRKLAND

CITY OF MERCER ISLAND

Name _____
Title _____
Date _____

Name _____
Title _____
Date _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

CITY OF REDMOND

CITY OF RENTON

Name _____
Title _____
Date _____

Name _____
Title _____
Date _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

CITY OF ISSAQUAH

Name _____
Title _____
Date _____

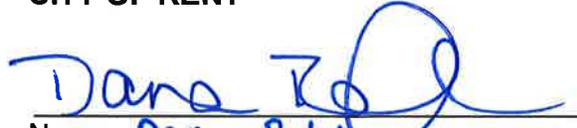
Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KENT


Name Dana Ralph
Title Mayor
Date 5-11-20

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

15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

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

KING COUNTY

CITY OF AUBURN

Name Dow Constantine
Title King County Executive
Date 11/04/2020

Name _____
Title _____
Date _____



Attest:

City Clerk

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

CITY OF KIRKLAND

Tracey Dunlap
Name Tracey Dunlap
Title Deputy City Manager
Date 8/3/2020

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

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 Jessi Bon
Title City Manager
Date October 6, 2020

Attest:



City Clerk

Approved as to Form:

/s/ Bio Park 9/28/2020
City Attorney

Attest:

City Clerk

Approved as to Form:

City Attorney

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

DocuSigned by:
Angela Birney
F078C3A0CA90451

Name *Angela Birney*

Title *Mayor*

CITY OF RENTON

Name

Title

Date 8/24/2020

Attest:

DocuSigned by:
Cheryl Xanthos
E725E589816E4E1...

City Clerk

Approved as to Form:

DocuSigned by:
Jim Haney
85394CE968994B5...

City Attorney

CITY OF SEATTLE

Name _____

Title _____

Date _____

Approved as to Form:

City Attorney

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF TUKWILA

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney



Name _____
Title _____

Name Armondo Pavone
Title Mayor

Date _____

Date 5/22/2020

Attest:

Attest:



City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Approved by Shane Moloney via 4/21/2020 email

City Attorney

City Attorney

CITY OF SEATTLE

CITY OF TUKWILA

Name _____
Title _____

Name _____
Title _____

Date _____

Date _____

Attest:

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

City Attorney

City Attorney

CITY OF SEATTLE


Saad Bashir (Oct 27, 2020 11:06 PDT)

Name Saad Bashir
Title Chief Technology Officer
Date 10/27/20

Approved as to Form:

City Attorney

CITY OF TUKWILA

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name _____
Title _____

Date _____

Approved as to Form:

City Attorney

Name Armondo Pavone
Title Mayor

Date 5/22/2020

Attest:

City Clerk

Approved as to Form:

Approved by Shane Moloney via 4/21/2020 email

City Attorney



CITY OF TUKWILA

eSigned via SeamlessDocs.com
Allan Ekberg
Key: 42970fca40d071e93641b06824c47360

Name Allan Ekberg
Title Mayor

Date 10/20/2020

Attest:

eSigned via SeamlessDocs.com
Christy O'Haherty
Key: 28a2db9207583e948bc154921496c505

City Clerk

Approved as to Form:

eSigned via SeamlessDocs.com
Kari Sand
Key: b25103ee5be5741a88253fc444b3880d3

City Attorney

**SECRETARY OF STATE
STATE OF WASHINGTON
OLYMPIA, WASHINGTON 98504**

CONSENT TO SERVE AS REGISTERED AGENT

I, _____, am the current _____ of _____ and hereby consent to serve as Registered Agent, in the State of Washington, for the following:

I understand that as agent, it will be my responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the Registered Office address.

Date

Signature of Registered Agent

Printed Name: _____
Title: _____
Address: _____

PSERN Operator Staff Report

Agenda Item #9



Title: Initial Staff Hiring Methodology and Executive Director Job Description
PSERN Operator Board of Directors Meeting Date: March 25, 2021
PSERN Staff Contact: David Mendel
Action: Decision

SUMMARY:

As the PSERN Operator (Operator) formation activities are underway, the approval of a hiring plan for the Operator's Executive Director (ED), the approval of the Executive Director's Job Description, and if approved, the future execution of a related staffing agreement between the Operator and King County needs to occur. This document provides details related to the PSERN Project recommended initial staff hiring methodology for the Operator's ED, or other staff, an overview of factors that may influence the Board of Directors' decision related to contracting with King County to hire the ED, and the job description for the ED.

BACKGROUND:

At the October 22, 2020 PSERN Joint Board meeting, the Joint Board (JB) reviewed several documents related to Operator formation as part of the *PSERN Operator Formation* staff report, including:

- 2015 King County Council-approved ballot measure that funded the PSERN Project,
- Execution of the initial interlocal agreement (ILA1 or "Implementation Period ILA"),
- PSERN Operator Memorandum of Agreement (MOA), and
- Details on the creation and execution of PSERN Operations Period ILA (or ILA2).

The JB also discussed the need to begin recruitment of the ED and to have short-term, limited staffing to support the Operator Board of Directors (Board of Directors) in essential tasks needed to complete Operator formation.

At the Dec 10, 2020 JB meeting, the Board reviewed the *PSERN Operator – Executive Director Recruitment & Interim Staffing Analysis* staff report which included a proposed timeline for the Operator formation and a list of options for hiring the ED. The options presented are listed below:

1. **Operator Board directly hires the ED.**
 - A. Direct hire ED as an employee and provide benefits package.
 - B. Direct hire ED as a contractor with only minimal benefits.
2. **Operator Board contracts with an agency to fill the ED role.**
 - C. Contract for an ED through a third-party non-governmental staffing agency.
 - D. Contract for an ED through a third-party governmental agency.

The Project recommended **Option D - Contract for an ED through a third-party governmental agency.**

At the January 28, 2021 PSERN JB meeting, the topic of ED Recruitment was revisited with the intent to decide on the recommendation to the Operator Board of Directors (Board of Directors) to contract for an ED through a third-party

governmental agency, King County. Discussion on this topic resulted in the Project providing an overview of the hiring process of the proposed third-party governmental agency, King County, to the JB.

At the February 25, 2021 PSERN JB meeting the PSERN Project’s ED hiring recommendation was approved by the PSERN JB to be shared with the PSERN Operator. Again, the recommendation was for the PSERN Operator to contract for an ED through a third-party governmental agency (King County).

ISSUES:

Before the recruitment of the ED can begin, the following question must be answered.

Issue #1: Does the PSERN Operator approve of the PSERN Project’s recommended initial staff hiring methodology?

Issue #2: What are some key factors that may influence the Board of Directors' decision related to contracting with King County to hire the ED?

Issue #3: Does the PSERN Operator approve of the job discription for the Operator’s Executive Director?

ANALYSIS:

This section provides an overview of the ED hiring plan, the job description for the Operator’s Executive Director, and an overview of key factors regarding the formation of an agreement between the PSERN Operator and King County for the hiring the Operator’s ED. The initial staff hiring methodology can be used for the ED or other Operator staff and the full details are noted in Appendix A of this document and the ED job description is included in Appendix B.

The table below, Table 1, contains summary information on the King County hiring process and how the PSERN Operator’s Board of Directors could direct the hiring of the ED or other staff with the assistance of King County Human Resources (HR) and the PSERN Project team. Also included is a designation of which organization will lead each step of the process.

The second step in the outlined process is unique in that the leadership of this step is shared between King County and the Operator Board of Directors. This step is the execution of a staffing agreement between the two parties and both parties are co-leads because the agreement must be mutually acceptable. If the hiring plan within this staff report is approved the agreement will be presented at a future meeting of the Operator. Further information on the hiring plan is noted in the following sections.

Table 1: ED hiring process working with King County HR

	Hiring Steps	King County	PSERN Project	Board of Directors
1	Execute ED hiring plan.	Support	Support	Lead
2	Develop an agreement between King County and the Board of Directors detailing the staffing arrangement and the cost reimbursement plan.	Lead	Support	Lead
3	Recruitment kick-off meeting with a King County HR Analyst to establish the hiring details and overall process.	Support	Lead	Support
4	Approve a job description for the ED. The recommended job description is attached in Appendix B.	Support	Support	Lead
5	Determine the recruitment plan including where to post the job announcement and who will be involved in the recruitment process.	Support	Support	Lead

6	Develop recruiting materials to be shared with King County HR such as screening materials, names of the screening and interview teams, interview questions along with an answer guide and scoring method.	Support	Support	Lead
7	Post job announcement to employment websites and share with professional associations.	Lead	Support	Support
8	Review applications.	Support	Support	Lead
9	Conduct phone screens and select the candidate pool for the interview cycle.	Support	Support	Lead
10	Conduct interviews and select the final candidate.	Support	Support	Lead
11	Conduct reference checks.	Support	Support	Lead
12	Make an offer to the final candidate.	Support	Support	Lead
13	Complete hiring paperwork.	Lead	Support	Support

The policy questions from the *Issues* section are addressed below.

Issue #1: Issue: Does the PSERN Operator approve of the PSERN Project’s recommended initial staff hiring methodology?

As summarized in Table 1 above and fully detailed in Appendix A, the King County hiring methodology provides a sound structure for a fair and equitable search and hiring process. The Operator Board of Directors would lead the overall process and make the decisions as to how the staff are recruited and hired with support from King County HR and the PSERN Project team.

Issue #2: What are some key factors that may influence the Board of Directors' decision related to contracting with King County to hire the staff?

When the Operator is initially formed, it will be comprised of the Board of Directors and PSERN Project administrative staff on loan. The Board of Directors will be responsible for determining how it will conduct the recruitment for the ED and other staff and then undertaking that recruitment.

Given that the Operator will be a new agency, it will be lacking the HR staff, processes, and procedures that would typically guide the recruitment process. King County has well-defined hiring processes and seasoned HR team members to assist in the process. Additional key factors that may influence this decision are detailed below in Table 2.

Table 2. Key Factors for consideration

Key Factors	
Availability of back-office systems and staff	King County staffing infrastructure, HR, and payroll systems already exist, where the Operator would need to take time and resources to develop them.
Cost and timing of benefits	If the Operator chooses to directly hire the ED or other staff with full benefits, the Operator will need to establish health insurance and retirement benefits for the position. These costs would likely be higher than those charged to King County due to economies of scale and it will take time for the Operator to establish these benefit policies. Additionally, employees would likely incur higher out of pocket costs due to the same lack of buying power by the Operator.

Governmental protocol	King County Council approved an ordinance authorizing King County to hire the ED or other staff on the Operator’s behalf. This step was completed on March 16 th , 2021.
Government HR process and policies	Candidates would experience the King County hiring processes (e.g. applying through the King County employment website or other websites) and the hiring must comply with King County’s standard HR policies to ensure a fair and legal hiring process. The Operator would need to adhere to King County HR policies such as performance reviews, holidays, and vacations, however these would be administered by the Opeartor, e.g. the Board of Directors will observe and write the annual performance appraisal and have approval authority for the use of vacation leave.
Flexibility	The ED and other staff could initially be hired by King County, but the Board of Directors could pursue a direct hire later.

Issue #3: Does the PSERN Operator approve of the job description for the Operator’s Executive Director?

The draft Job Description provided in Appendix B was developed by PSERN project staff, was reviewed by King County Human Resources, and the PSERN Joint Board. It contains an overview of the position as well as background information on PSERN and the PSERN Operator. Additionally, job duties and required experience, qualifications, knowledge, and skill are also presented. Supplemental information regarding the need for a background check and details on minimum physical requirements are also included in the description.

Once the job description is approved it can be used as the basis of the job announcement. This will be a critical tool used in the recruitment proposes and will be posted on multiple employment websites. Moreover, its approval is part of the hiring plan, as noted in issue #1 of this report and in Appendix A of this document.

RECOMMENDATIONS:

The PSERN Project team recommends the following options for the staffing process and job description for the Operator’s ED.

Issue #1: Issue: Does the PSERN Operator approve of the PSERN Project’s recommended initial staff hiring methodology?

The PSERN Project team recommends that the Board of Directors contract for an ED through a third-party governmental agency, King County, and approve the initial staff hiring methodology as noted in Appendix A of this document. This provides the Board of Directors with the necessary support for recruitment and has a lower overall cost, provides insurance and benefits for related staff, can be implemented in a timely manner, and allows the Board of Directors to have a high level of control and oversight in the process.

Issue #2: What are some key factors that may influence the Board of Directors' decision related to contracting with King County to hire the ED? The PSERN Project team has no recommendation regarding the key factors listed in Table 2. The key factors are presented to inform the Operator of what factors may be considered when the Operator Board of Directors makes their decision concerning the hiring plan and eventually the staffing agreement with King County.

Issue #3: Does the PSERN Operator approve of the job discretion for the Operator’s Executive Director?

The PSERN Project team recommends the adoption of the PSERN Operator Executive Director Job Description as is provided in Appendix B of this document. Approval of the job description will allow for its use as the basis of the job announcement. This will be a critical tool used for recruitment purposes. The development of the job announcement is part of the hiring plan, as noted in issue #1 of this staff report and included in Appendix A.

CONCLUSION

The hiring of the ED is a critical step in the formation of the Operator. The Board of Directors will need to act quickly to begin ED recruitment so that the ED has time to establish the Operator as a fully functioning agency before Full System Acceptance (FSA) in February 2023. Utilizing the existing HR framework provided by King County will enable the Board of Directors to act quickly in initiating this process.

Appendix A: PSERN Operator Initial Staff Hiring Methodology

Step 1: Starting a Recruitment (Following the Execution of the Staffing Agreement)

Following approval of the Hiring Plan, the PSERN Project will arrange a recruitment kick-off meeting with a KCIT HR Analyst.

The purpose of that first meeting is to set the recruitment up for success. Parties will include a KCIT HR Analyst, at least one representative from the PSERN Operator Board of Directors, the Director of the PSERN Project (David Mendel), and one of the PSERN Project's Senior Administrators (Armand Eichhorn). The discussion with HR will include:

- Timelines. How long will the recruitment process to take?
- The position's body of work and the needed type of position (e.g. appointed).
 - Proposed level of compensation.
- A review of the recruitment process on a macro level.

The Job Description, once approved, will be used as the basis for the Job Announcement developed by the Operator.

The approved Job Description will be used as the basis of the Job Announcement, which will be the content posted on various employment websites. The Operator will draft a general Job Announcement based on the approved Job Description.

Following the kick-off meeting the KC HR Analyst would normally provide help in reviewing the job description and announcement for the following:

- That the job description and job duties as written are representative of the identified classification.
- That the minimum qualifications listed are reasonable for the position.
- If supplemental questions are needed to help screen in the NEOGOV recruitment system?
- That the announcement incorporates equity and social justice elements.

Note: changes will not be made to the job description unless the Board of Directors and/or the Chair approve the changes.

Step 2: Post Job Announcement

The PSERN Operator will approve the recruitment sourcing and the duration of the job posting.

A number of specific job posting sites, where the job announcement may be posted / targeted, are noted below:

- King County Jobs Site (NEOGOV)
- PSERN.org
- The Association of Public-Safety Communications Officials (APCO)
- Indeed
- Dice
- CareerBuilder
- Monster

- The Ladders

The recommended duration of the initial job posting is 6 weeks (42 days) for the Executive Director and 2-4 weeks for other staff. Additional postings can be made if the initial posting fails to provide desirable candidates. Additional recommendations include a requirement that each candidate fill out the submit a resume and cover letter indicating interest in the Executive Director position.

During this time, the PSERN Operator Board of Directors, PSERN Project partners, and related staff should also share the job description and announcement with their professional networks and associations. Some professional associations that will be targeted include:

- Motorola Trunked Users Group (MTUG)
- Safer Building Coalition (SBC)

Step 3: Development of Materials

The PSERN Operator will develop recruitment materials.

The PSERN Operator will develop / approve the following materials.

A King County template for the screening matrix will be provided for use. Updates to the content of the matrix will be made by the PSERN Operator. Moreover, once the raters are identified and the materials are developed, King County Human Resources will need access to the below documents:

- Screening matrix (a template for rating the first round of applicants).
- Operator will select one or more reviewers for minimum qualifications (SME Review)
- Interview questions (including an answer guide and scoring methodology).
- Interview panel members names (additional recommendations on panel members are noted below).

Step 4: Process Applications and Submitted Materials and Set up Interviews

King County will collect the applications.

KC HR will provide the recruitment lead(s) with all the applications of all applicants once the job posting is closed.

The PSERN Operator will screen the applications.

The screening tools that were created and reviewed will be used to review the applicants. Screening should be completed within 5 days of the end of the advertisement period. The most qualified applicants meeting minimum qualifications are then selected for interviews. The Operator will set up interview times and invite the selected candidates for interviews.

KC HR will then notify those applicants not selected for an interview.

The PSERN Operator will interview and select finalists.

Within a week of reviewing the applications, interviews of the selected candidates should begin using the tools and scoring mechanisms already created.

The recommended process for the Executive Director recruitment includes:

- After initial screening of the applications, two rounds of interviews will be conducted.
 - The goal of this initial round is to identify two finalists.
 - The second-round interview is to select the candidate to offer the position.
- The initial interview panels will include two representatives each, from:
 - The PSERN Project Operations Board
 - The PSERN Project Technical Committee
 - PSERN Operator Board of Directors.
- The Second interview panel should include different representatives each, from:
 - One member from the PSERN Project Operations Board
 - One member from the PSERN Technical Committee
 - Two of the members of the PSERN Operator Board of Directors, including the Chairperson.
- King County HR will send raters or panel members a “recruitment information” email with needed information on the recruitment.
- Executive Director initial classification should be an Emergency Radio Communication Division Director (Grade 87) level position with a salary range of \$157,138-\$199,181

Other staff recruitment initial screeners and interview panelists will be determined by the Executive Director in consultation with the Board of Directors.

Once the final candidate is selected, the score sheets with any applicable notes will be returned to KC HR.

Before conducting reference checks, the interviewers must submit their recruitment summary, interview materials, and interview scoring summary to the HR Analyst for review.

Step 5: Reference Checks

The PSERN Operator will conduct reference checks.

After the final candidate has been approved, the PSERN Operator will check references. KC HR will need three documented reference checks, one of which must be the finalist’s current supervisor. The KC HR Analyst can provide a template for use during the reference checks if needed. The reference information and the summarized referenced feedback, once documented, needs to be submitted to the HR Analyst.

If the finalist is a current or former King County employee:

The HR Analyst will schedule a time to go and review the employee’s personnel file for any issues.

Step 6: Making an Offer

King County will make the formal offer:

Once the applicant has been selected and the reference checks have been completed, a verbal offer to the candidate can be made by the Chairperson of the PSERN Operator. Following which, the KC HR Analyst will create and send an offer letter to the finalist, and the Chairperson will review and approve the final offer letter prior to being sent to the final candidate.

KC HR will contact the remaining candidates to notify them that were interviewed but not selected.

PSERN Project: Preparing for the arrival of the new employee.

The PSERN Project will fill out and submit an Onboarding form which will set the employee up with tools they need to perform their job (computer, email, phone, etc.).

Appendix B: Job Description for the PSERN Operator Executive Director

Puget Sound Emergency Radio Network Operator Executive Director

JOB TYPE: Executive Director
Full Time, 40 hrs./week, FLSA Exempt

The Opportunity

Under limited supervision, this position provides leadership for the Puget Sound Emergency Radio Network (PSERN) Operator and is responsible for developing and overseeing programs and systems to support and promote high performance strategies to meet organizational needs, vision and values. Reports to the PSERN Operator's Board of Directors.

The responsibilities of the PSERN Operator Executive Director includes providing leadership and strategic direction for determining priorities, goals and objectives to meet the needs of the PSERN Operator. Functions include providing strategic regional leadership for the PSERN's mission critical radio system infrastructure, consultation services to internal and external regional entities to align radio initiatives with business needs and strategic plans, drafting strategic plan initiatives related to radio, overseeing radio communications services, which include the development of long and short term plans for the maintenance, operation and repair of the PSERN regional public safety radio systems, radio network infrastructure, microwave network and other conventional radio systems for the PSERN Operator and its regional partners.

The Workgroup

This infrastructure covers all 2,200 square miles within King County as well as additional sites outside of the county. Some of these sites are in remote locations, with limited access based on weather conditions. These remote sites and the vast range of sites create an environment that requires significant and uniquely specialized planning and management skills. Unlike other communication infrastructures that have shared responsibilities or where the majority of the sites are within a commercial building, these PSERN sites sit on top of mountains, towers and inside buildings.

Customers who rely on this infrastructure, in some cases for life critical measures, are police and fire departments, EMS agencies (Medic One), hospitals, water and sewer districts, school districts, city and county governments, Federal agencies, and Tribal agencies.

PSERN Operator

The Puget Sound Emergency Radio Network (PSERN) is a voter-approved effort to replace the current King County Emergency Radio Communications System (KCERCS). PSERN will primarily serve fire fighters, law enforcement, and other emergency response efforts throughout the King County area. The PSERN Project (Project) is leading the new emergency radio system development and when complete, a new, nonprofit entity, the PSERN Operator, will operate the system.

After the PSERN goes live in of 2022, a non-profit agency will own, operate, manage, upgrade, update, and repair the radio infrastructure. This entity is known as the PSERN Operator. After the Operator's formation and the system's transition to the Operator's management, all contracts, assets, and liabilities amassed on behalf of the region will be assigned to the PSERN Operator. The Operator will be formed ~18 months prior to taking over operations.

Critical to success in all areas is a commitment to successful implementation and continuous process improvement. Ongoing efforts to oversee the formation of the PSERN Operator, streamline and improve project execution and oversight, as well as operational support will ensure the Operator's success. Even more important to the formation and foundation of the PSERN Operator is a priority and reliance on our workforce. Our staff is our most valuable asset and we need to empower them by providing appropriate tools, management interaction including clear expectations and direct feedback, and appropriate training on technologies, processes, and soft skills.

By matching our strategies with our core values and driving principles of being a service focused organization, being committed to our customers and citizens, investing in and empowering our staff, and seeking to continually improve

our processes, we solidify our commitment of becoming a world class public safety radio network and services provider.

Find a personally rewarding career that allows you to maximize your potential and receive recognition for your own talents. Join our team and get the recognition you deserve! We value diversity in our work environment and know that employees treated with respect not only perform better, but further the mission and purpose of the PSERN Operator. Please visit our website to learn about PSERN: www.psern.org

JOB DUTIES:

- The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator;
- Direct the day-to-day management of the professional staff directly and through subordinate supervisors; develop performance measures and conduct performance evaluations; make and/or authorize hiring decisions and authorize and implement disciplinary actions.
- Develop, administer and revise policies and procedures relating to assigned enterprise system(s); develop and implement processes, documentation and training for customers using system(s); ensure compliance with the PSERN Operator's technology policies and standards;
- Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- Propose and administer regular budgets including a contingency;
- Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- Track and report on the performance of PSERN systems and Services;
- Provide support to the Board of Directors;
- Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- Maintain and manage records in accordance with applicable state and federal laws and regulations;
- Work with internal and external customers to identify technology needs, including the identification of strategies, potential solutions, and resource requirements; determine or make recommendations to the Board of Directors regarding the best method to assist customers in meeting their business needs;
- Prepare an annual report for the PSERN Operator as required by RCW 23.95.255;
- Lead the PSERN Operator's enterprise operations including maintenance and operational responsibility for the 800 MHz Radio Communication System and customer management functions for all service delivery options provided by PSERN;
- Lead the strategic regional planning for PSERN's mission critical emergency radio system infrastructure;
- Represent the PSERN Operator on various regulatory, governing, or planning venue activities and/or agencies;
- Develop and implement plan(s) for systems maintenance, upgrades and conversions for assigned enterprise wide system(s); direct the development and oversee the implementation of long and short-range plans for assigned system(s);
- Support the Board of Directors with the development of capital project business case proposals, budgetary revenue/expense planning, and expense recovery rate planning;
- Perform other duties as assigned by the Board of Directors.

EXPERIENCE, QUALIFICATIONS, KNOWLEDGE, SKILLS:

- Minimum 7 years of experience in a director level position leading land mobile radio staff that are responsible for maintenance, operations, upgrades, updates and repair of public safety mission critical infrastructure that supports at least 7,500 users and contains at least 8 Simulcast sites including at a minimum:
 - 800 MHz APCO Project 25, TIA-102 Phase I FDMA and Phase II TDMA functionality
 - Digital Microwave backbone transport systems
 - Conventional VHF/UHF Repeater networks
 - Facilities that house the above equipment
- Demonstrated experience managing staff that perform radio subscriber unit template writing and programming, talk group management, maintenance and repair on multiple platforms from multiple manufactures, but at a minimum includes APCO Project 25, TIA-102 Phase I FDMA, and Phase II TDMA capable devices.
- Demonstrated experience managing staff that perform radio consulting services.
- Minimum of 5 years of experience working with and developing budgets, setting service rate fees, analyzing expenditures and revenues, and all aspects of financial support within an enterprise fund operation.
- Minimum of 5 years of experience developing capital project business case proposals and cost benefit analysis spreadsheets.
- Skilled in organizing priorities, making decisions and acting on concepts within timelines.
- Demonstrated experience in vendor procurement activities such as requirements development, RFP/RFI/RFQ processes, vendor selection, negotiating contracts, and managing vendors once under contract.
- Skill in building consensus and coming to a resolution among a diverse group of individuals
- Demonstrated experience managing or supervising general clerical and financial support staff.
- 5 years of experience managing or supervising represented staff.
- Knowledge of human resource principles and practices.
- Demonstrated skill in working with complex, highly visible and politically sensitive projects.
- Knowledge of next generation voice radio systems and commercial wireless broadband technologies such as 5G and LTE.
- Demonstrated experience in working with elected officials, the general public and external agencies involved in decisions that affect the enterprise-wide systems.
- 5 years of experience managing customer service delivery for both internal and external customer; has a demonstrated ability to act with customer needs in mind; maintains effective customer relationships and gains their trust and respect.
- Excellent written and oral communications skills and possess the ability to convey difficult technical concepts to audiences with varying technical backgrounds from engineers and technicians to elected officials.

SUPPLEMENTAL INFORMATION:

NECESSARY SPECIAL QUALIFICATIONS: The candidate selected for this position will be required to pass a background investigation to include fingerprinting.

PHYSICAL REQUIREMENTS: The work environment is indoors in a general office environment with minimal exposure to health and safety hazards.

RESOLUTION NO. 21-05

**RESOLUTION ADOPTING THE PUGET SOUND EMERGENCY RADIO NETWORK
(PSERN) OPERATOR’S INITIAL STAFF HIRING METHODOLOGY**

A RESOLUTION of the PSERN Operator Board of Directors adopting of the Puget Sound Emergency Radio Network (PSERN) Operator’s initial staff hiring methodology.

WHEREAS, the PSERN Operator desires to approve an initial staff hiring methodology to address critical staffing needs.

WHEREAS, an initial staff hiring methodology, provided as Attachment A, was developed by PSERN project staff.

WHEREAS, on February 25th, 2021, the PSERN Joint Board approved the outline of the initial staff hiring methodology and directed PSERN project staff to provide it to the PSERN Operator Board of Directors for consideration.

NOW, THEREFORE, BE IT RESOLVED by the PSERN Operator Board of Directors as follows:

Section 1. The Board of Directors approves the initial staff hiring methodology, provided as Attachment A.

Section 2. If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

Section 3. This resolution shall take effect immediately upon its passage.

ADOPTED at the special meeting of the PSERN Operator Board of Directors, this ____ day of _____, 2021.

**PSERN OPERATOR
KING COUNTY, WASHINGTON**

Lora Ueland, Chair

PSERN Operator Initial Staff Hiring Methodology

Step 1: Starting a Recruitment (Following the Execution of the Staffing Agreement)

Following approval of the Hiring Plan, the PSERN Project will arrange a recruitment kick-off meeting with a KCIT HR Analyst.

The purpose of that first meeting is to set the recruitment up for success. Parties will include a KCIT HR Analyst, at least one representative from the PSERN Operator Board of Directors, the Director of the PSERN Project (David Mendel), and one of the PSERN Project's Senior Administrators (Armand Eichhorn). The discussion with HR will include:

- Timelines. How long will the recruitment process to take?
- The position's body of work and the needed type of position (e.g. appointed).
 - Proposed level of compensation.
- A review of the recruitment process on a macro level.

The Job Description, once approved, will be used as the basis for the Job Announcement developed by the Operator.

The approved Job Description will be used as the basis of the Job Announcement, which will be the content posted on various employment websites. The Operator will draft a general Job Announcement based on the approved Job Description.

Following the kick-off meeting the KC HR Analyst would normally provide help in reviewing the job description and announcement for the following:

- That the job description and job duties as written are representative of the identified classification.
- That the minimum qualifications listed are reasonable for the position.
- If supplemental questions are needed to help screen in the NEOGOV recruitment system?
- That the announcement incorporates equity and social justice elements.

Note: changes will not be made to the job description unless the Board of Directors and/or the Chair approve the changes.

Step 2: Post Job Announcement

The PSERN Operator will approve the recruitment sourcing and the duration of the job posting.

A number of specific job posting sites, where the job announcement may be posted / targeted, are noted below:

- King County Jobs Site (NEOGOVS)
- PSERN.org
- The Association of Public-Safety Communications Officials (APCO)
- Indeed

- Dice
- CareerBuilder
- Monster
- The Ladders

The recommended duration of the initial job is posting 6 weeks (42 days) for the Executive Director and 2-4 weeks for other staff. Additional postings can be made if the initial posting fails to provide desirable candidates. Additional recommendations include a requirement that each candidate fill out the submit a resume and cover letter indicating interest in the Executive Director position.

During this time, the PSERN Operator Board of Directors, PSERN Project partners, and related staff should also share the job description and announcement with their professional networks and associations. Some professional associations that will be targeted include:

- Motorola Trunked Users Group (MTUG)
- Safer Building Coalition (SBC)

Step 3: Development of Materials

The PSERN Operator will develop recruitment materials.

The PSERN Operator will develop / approve the following materials.

A King County template for the screening matrix will be provided for use. Updates to the content of the matrix will be made by the PSERN Operator. Moreover, once the raters are identified and the materials are developed, King County Human Resources will need access to the below documents:

- Screening matrix (a template for rating the first round of applicants).
- Operator will select one or more reviewers for minimum qualifications (SME Review)
- Interview questions (including an answer guide and scoring methodology).
- Interview panel members names (additional recommendations on panel members are noted below).

Step 4: Process Applications and Submitted Materials and Set up Interviews

King County will collect the applications.

KC HR will provide the recruitment lead(s) with all the applications of all applicants once the job posting is closed.

The PSERN Operator will screen the applications.

The screening tools that were created and reviewed will be used to review the applicants. Screening should be completed within 5 days of the end of the advertisement period. The most qualified applicants meeting minimum qualifications are then selected for interviews. The

Operator will set up interview times and invite the selected candidates for interviews.

KC HR will then notify those applicants not selected for an interview.

The PSERN Operator will interview and select finalists.

Within a week of reviewing the applications, interviews of the selected candidates should begin using the tools and scoring mechanisms already created.

The recommended process for the Executive Director recruitment includes:

- After initial screening of the applications, two rounds of interviews will be conducted.
 - The goal of this initial round is to identify two finalists.
 - The second-round interview is to select the candidate to offer the position.
- The initial interview panels will include two representatives each, from:
 - The PSERN Project Operations Board
 - The PSERN Project Technical Committee
 - PSERN Operator Board of Directors.
- The Second interview panel should include different representatives each, from:
 - One member from the PSERN Project Operations Board
 - One member from the PSERN Technical Committee
 - Two of the members of the PSERN Operator Board of Directors, including the Chairperson.
- King County HR will send raters or panel members a “recruitment information” email with needed information on the recruitment.
- Executive Director initial classification should be an Emergency Radio Communication Division Director (Grade 87) level position with a salary range of \$157,138-\$199,181

Other staff recruitment initial screeners and interview panelists will be determined by the Executive Director in consultation with the Board of Directors.

Once the final candidate is selected, the score sheets with any applicable notes will be returned to KC HR.

Before conducting reference checks, the interviewers must submit their recruitment summary, interview materials, and interview scoring summary to the HR Analyst for review.

Step 5: Reference Checks

The PSERN Operator will conduct reference checks.

After the final candidate has been approved, the PSERN Operator will check references. KC HR will need three documented reference checks, one of which must be the finalist’s current supervisor. The KC HR Analyst can provide a template for use during the reference checks if needed. The reference information and the summarized referenced feedback, once documented, needs to be

If the finalist is a current or former King County employee:

submitted to the HR Analyst.
The HR Analyst will schedule a time to go and review the employee's personnel file for any issues.

Step 6: Making an Offer

King County will make the formal offer:

Once the applicant has been selected and the reference checks have been completed, a verbal offer to the candidate can be made by the Chairperson of the PSERN Operator. Following which, the KC HR Analyst will create and send an offer letter to the finalist, and the Chairperson will review and approve the final offer letter prior to being sent to the final candidate.

KC HR will contact the remaining candidates to notify them that were interviewed but not selected.

PSERN Project: Preparing for the arrival of the new employee.

The PSERN Project will fill out and submit an Onboarding form which will set the employee up with tools they need to perform their job (computer, email, phone, etc.).

RESOLUTION NO. 21-06

**RESOLUTION APPROVING THE REGULAR MEETING SCHEDULE OF THE PUGET
SOUND EMERGENCY RADIO NETWORK (PSERN) OPERATOR BOARD OF
DIRECTORS**

A RESOLUTION of the PSERN Operator Board of Directors approving the regular meeting schedule of the PSERN Operator Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the PSERN Operator Board of Directors as follows:

Section 1. Findings. The regular 2021 meeting schedule of the PSERN Operator Board of Directors is noted as follows:

- April 22nd, 2021
- May 27th, 2021
- June 24th, 2021
- July 22nd, 2021
- August 26th, 2021
- September 23rd, 2021
- October 28th, 2021
- November (no meeting)
- December 9th, 2021

Section 2. All regular 2021 meetings, per the dates noted above, will begin at 4:00 PM (Pacific Time).

Section 3. Pursuant to proclamation of Governor Inslee in response to the COVID-19 pandemic, regular and special meetings of the Board of Directors shall be held remotely until further action is taken by the Board.

Section 4. If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

Section 5. This resolution shall take effect immediately upon its passage.

ADOPTED at the special meeting of the PSERN Operator Board of Directors, this ____ day of _____, 2021.

**PSERN OPERATOR
KING COUNTY, WASHINGTON**

Lora Ueland, Chair