

AGREEMENT FOR RECRUITMENT AND PROVISION OF STAFF

This agreement ("Agreement") between King County ("County") and the Puget Sound Emergency Radio Network ("PSERN") Operator ("Operator") related to recruitment and provision of staff is entered into on this _____ day of _____, 2021. The County and the Operator are individually referred to herein as a "Party" and together as "Parties."

RECITALS

A. The County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila jointly determined that it was in the public interest to implement a new public safety radio system to 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 as the "Puget Sound Emergency Radio Network System" or "PSERN System."

B. Implementation of the PSERN System was financed through a county-wide levy approved by voters in 2014 and the County acted as the lead agency for planning, procurement, financing and implementation of the PSERN System.

C. The PSERN Operator was incorporated as a non-profit corporation under chapter 24.06 RCW pursuant to the PSERN Operator Interlocal Agreement ("Operations ILA") authorized under chapter 39.34 RCW, and entered into among the County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila (individually, an "Agency" and collectively the Agencies") to be responsible for ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

D. The Operator needs to recruit and hire an executive director and to hire staff and desires to provide competitive salary and benefits to these employees.

E. The Operator has offered to fully reimburse the County for its assistance with employing the executive director and Operator staff in order to utilize the County's human resources services and competitive salaries and benefits offered to employees.

F. Pursuant to the Operations ILA, the County may be required to employ Transferring Employees and PSERN Transitional Employees, as those terms are defined in the Operations ILA, who will work for the Operator and whose salary and benefit costs will be reimbursed to the County by the Operator. See Operations ILA, subsection 8.2.1.3, and section 8.3.

H. The County is willing to provide the assistance requested by the Operator as described in paragraphs E and F above provided it receives full cost reimbursement for such services.

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:

A. EFFECTIVE DATE AND TERMINATION

1. The Agreement shall take effect on the date last signed by an authorized representative of each Party and shall remain in effect until terminated by either Party as provided below.
2. The Agreement may be terminated by either Party without cause upon six (6) months' advance written notice to the other Party specifying the date of termination.
3. Upon termination of the Agreement, the Operator shall remain liable for payment in accordance with the terms of the Agreement for salary and benefit costs incurred prior to the effective date of termination and for any other amounts required to be paid the Operator pursuant to this Agreement.

B. RECRUITMENT AND HIRING OF AN EXECUTIVE DIRECTOR

1. The County and the Operator shall implement the plan for recruitment and hiring of an executive director for the Operator ("Executive Director") as described in Exhibit A. Any changes to the plan shall be approved in writing by the Chair of the Operator Board of Directors ("Board").
2. The Board shall approve the candidate to be hired as the Executive Director. The Executive Director shall be a three (3) year term limited ("TLT") King County employee. The Executive Director will be terminated by King County upon receipt of notice that a unanimous vote of the Board has approved the Executive Director's termination. See Operations ILA, subsection 4.3.1.
3. The Executive Director shall report to the Board. See Operations ILA, section 6. The King County Chief Information Officer shall be the sponsoring director responsible for the Executive Director and whose duties will be limited to administrative actions and functions. The Executive Director shall regularly advise the Board on matters related to the operation and functions of the PSERN system and the Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN system and the Operator. The Executive Director may request technical and user-related assistance from the PSERN Operating Board.

4. The Executive Director will be a County employee and shall be eligible for all employment benefits offered to County employees in equivalent positions, including benefits and enrollment in the Washington employees' retirement system. The Executive Director shall be eligible for merit, cost of living, and other wage increases in the same manner as County employees in equivalent positions.

The Board will evaluate the Executive Director's performance annually. The Board will make recommendations to the County regarding merit and other increases to the Executive Director's salary. Merit or other increases shall be awarded consistent with County policies.

5. The County will manage the Executive Director's payroll, time and attendance in its payroll system. The County shall process all employment related documentation related to employment of the Executive Director.

C. RECRUITMENT AND HIRING OF OPERATOR STAFF

1. At the option of the Board, to be provided to the County in writing, the County and the Operator shall implement the plan for recruitment and hiring of King County employees who will be assigned to work for the Operator ("Operator Staff") as described in Exhibit A. Any changes to the plan shall be approved in writing by the Chair of the Operator Board of Directors ("Board").
2. In addition to Operator Staff recruited and hired pursuant to paragraph C.1, the County shall assign Agency Employees as defined in Section 8.2.1.3 of the Operations ILA to work for the Operator. These Agency Employees shall be considered Operator Staff for purposes of this Agreement.
3. The Executive Director will conduct annual performance evaluations of Operational Staff and will make recommendations regarding merit and other increases.
4. Operator Staff will be full time equivalent ("FTE"), King County career service employees. Operator Staff will report to the Executive Director.

D. EMPLOYMENT OF TRANSITIONAL EMPLOYEES

1. Pursuant to Section 8.3 of the Operations ILA, the County may be required to employ PSERN Transitional Employees for a period not to exceed eighteen (18) months. If the County employs PSERN Transitional Employees as provided in Section 8.3, the County shall assign all of these individuals to work for the Operator.
2. PSERN Transitional Employees shall be King County TLT employees who shall serve under the Executive Director's supervision and direction.

3. PSERN Transitional Employees shall be eligible for all employment benefits offered to County employees in equivalent positions. PSERN Transitional Employees shall be eligible for merit and wage increases in the same manner as County employees in equivalent positions.
4. The Executive Director will conduct annual performance evaluations of PSERN Transitional Employees and will make recommendations to the County regarding merit and other increases to the PSERN Transitional Employee salaries.
5. While assigned to work for the Operator, PSERN Transitional Employees must meet all employment requirements applicable to employees of the Operator and the County. Nothing in this Agreement shall preclude the County from taking employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of their employment. In addition to the County's right to take employment action, the Board can recommend that the County terminate PSERN Transitional Employees. See, Operations ILA, subsections 6.1 (b), (c), and (d).

E. AGREEMENT TO PAY COSTS

1. The Operator shall reimburse the County for the full cost to recruit and hire an Executive Director and should the option be exercised, the full cost to recruit and hire Operator Staff. The costs to be reimbursed shall include but not be limited to County staff costs to prepare a recruitment plan, costs to hire a recruitment consultant and costs to advertise job announcements.
2. The Operator shall reimburse the County for the full cost of processing documentation, payroll and other requirements of this Agreement.
3. The Operator shall reimburse the County for the full cost of the salary and benefits for the Executive Director, Operator Staff and PSERN Transitional Employees as long as those employees are assigned to work for the Operator. These costs shall be prorated for any partial month of service.
4. The payment required by this section will be invoiced and paid as follows:
 - a. Payment for costs to be reimbursed as described in paragraph E.1 and E.2 shall be invoiced to the Operator after the charges are incurred by the County. Payment is due within sixty (60) days of the date of the invoice.
 - b. Payment for costs to be reimbursed as described in paragraph E.3 shall be invoiced to the Operator quarterly. Payment is due within sixty (60) day of the date of the invoice.
5. The County shall endeavor to provide the Operator with advance notice of increases in salary and benefit costs for the Executive Director, Operator Staff

and PSERN Transitional Employees. However, the County's failure to provide such notice shall not relieve the Operator's obligation to pay such increased costs.

6. If requested by the Operator, the County shall provide the Operator with computers, monitors, keyboards, email addresses and other requested equipment and technology for use by the Executive Director, Operator Staff and PSERN Transitional Employees. The Operator shall reimburse the County for the cost of these items or the use of the items according to a methodology agreed to by the Parties.
7. The Operator assumes responsibility for the full costs of all any materials, supplies, services, and other expenses not provided under paragraph E.6 that are needed or provided by the Operator for the Executive Director, Operator Staff and PSERN Transitional Employees to perform their duties for the Operator.

F. NO THIRD PARTY BENEFICIARIES

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

G. INDEMNIFICATION

While the Executive Director is jointly supervised and directed of the Operator and the County pursuant to this Agreement, they will be considered to be employees of the Operator for all liability purposes, including, but not limited to, indemnification and worker's compensation where directly related to their work for the Operator.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party and its respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's own negligent acts or omissions. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

H. PUBLIC RECORDS

Each Party shall keep records related to this Agreement as required by law and in accordance with their own policies, procedures and retention schedules. 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.

I. 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 the Agreement. Further, to the extent that any duties under this Agreement 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.

J. NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

1. During the performance of this Agreement, neither Party shall discriminate or tolerate harassment on the basis of race, color, sex, religious affiliation, national origin, marital status, sexual orientation, gender identity or expression, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.
2. During the performance of this Agreement, both parties shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987.
3. Equal Employment Opportunity. Each Party will implement and carry out all applicable requirements regarding equal employment opportunity, and all other requirements as set forth in its affidavit and certificate of compliance.
4. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement, the parties shall not engage in unfair employment practices. It is an unfair employment practice for any:
 - i. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - ii. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or

participation in any guidance program, apprenticeship training program, or other occupational training program;

- iii. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
- iv. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
- v. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
- vi. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
- vii. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring employees speak only English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

K. NOTICES

1. Whenever this Contract provides for notice to be provided by one Party to another such notice shall be in writing and may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.
2. Notice shall be provided to:

OPERATOR:

COUNTY:

Name (Please type or print)

Name (Please type or print)

Address Line 1 (Please type or print)

Address Line 1 (Please type or print)

City, State, Zip Code (Pls. type or print)

City, State, Zip Code (Pls. type or print)

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Telephone Number (Please type or print)

Telephone Number (Please type or print)

L. NO WAIVER

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

M. NO ASSIGNMENT

Neither Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the other Party.

N. DISPUTE RESOLUTION

If one Party believes the other Party has failed to comply with the terms of this Agreement, the Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, either Party may submit the matter to mediation or another agreed upon form of dispute resolution. If the Parties submit the matter to dispute resolution and the matter is not resolved, then the aggrieved Party shall be entitled to pursue any legal remedy available. In any dispute resolution process, at any stage, each party will be responsible to pay all its legal costs and attorney fees.

O. 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.

P. AMENDMENT ONLY IN WRITING

This Agreement may be amended only by agreement of the Parties in writing.

Q. 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.

R. 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.

S. SURVIVAL PROVISIONS

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

Section G Indemnification

Section H Public Records

Section Q Choice of Law; Venue

T. COUNTERPARTS

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

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

PSERN OPERATOR

KING COUNTY

Signature
Chairperson, PSERN Board of Directors
Title

Signature
Chief Information Officer, King County
Title

Date

Date

DRAFT

**Exhibit 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 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 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.).

DRAFT

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~~D. The ILA, which has been approved by each owner a Agency's legislative bodies, authorizes the Operator's Board of Directors the exclusive authority to hire, discipline, or terminate the Executive Director. See Operations ILA, subsections 4.4 (g), (h) and (i).~~

D. The Operator needs to recruit and hire an executive director and to hire staff and desires to provide competitive salary and benefits to these employees.

E. The Operator requested-has offered to fully reimburse the County's for its assistance with employing the executive director and Operator staff in order to utilize the County's human resources services and competitive salaries and benefits offered to employees.

Commented [JJ1]: I don't think this is an accurate description of the what the ILA says. Subsection (h) does not even apply because that is where the Board is directly hiring an ED.

The other two cited sections give the Board the following authority:

(g) Direct the activities of the Executive Director;

...

(i) If the Board determines that the Executive Director will be a contracted employee from another government agency, the Board will contract for an "at will" employee approved by the Board who may be terminated from the position by a unanimous vote of the Board.

Subsection (j) also gives the Board the authority to:

(j) Evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually.

F. Pursuant to the ~~PSERN Operator Interlocal Agreement (“Operations ILA”)~~, the County may be required to employ Transferring Employees and PSERN Transitional Employees, as those terms are defined in the Operations ILA, who will work for the Operator and whose salary and benefit costs will be reimbursed to the County by the Operator. See Operations ILA, subsection 8.2.1.3, and section 8.3.

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3. The Executive Director shall report to ~~the King County Chief Information Director~~ and the Board. See Operations ILA, section 6. The King County Chief Information Officer shall be the sponsoring director responsible for the Executive Director and whose duties will be limited to administrative actions and functions.

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~~The Board will evaluate the Executive Director's performance annually. will be evaluated each year. The County will conduct annual performance evaluations of the Executive Director with input from the Board.~~ The Board will make recommendations to the County regarding merit and other increases to the Executive Director's salary. ~~The final decision to increase the Executive Director's salary shall remain with the County.~~ Merit or other increases shall be awarded consistent with County policies.

Commented [DM2]: Tom, somehow your edits got lost here. This is what you sent us in your review: The Executive Director will be evaluated each year. The Board will conduct annual performance evaluations of the Executive Director with input from the County. The Board will make final decisions regarding merit and other increases to the Executive Director's salary.

5. The County will ~~continue to~~ manage the Executive Director's payroll, time and attendance in its payroll system. The County shall process all employment related documentation related to employment of the Executive Director.

C. RECRUITMENT AND HIRING OF OPERATOR STAFF

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5. While assigned to work for the Operator, PSERN Transitional Employees must meet all employment requirements applicable to employees of the Operator and the County. Nothing in this Agreement shall preclude the County from taking employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of their employment. In addition to the County's right to take employment action, the Board can recommend that the County ~~the Executive Director has equal authority to take employment action, up to and including termination of employment, regarding terminate~~ PSERN Transitional Employees. ~~but only in accordance with and subject to County policies and procedures that apply to County TLT employees.~~ See, Operator ILA, subsections 6.1 (b), (c), and (d).

E. AGREEMENT TO PAY COSTS

1. The Operator shall reimburse the County for the full cost to recruit and hire an Executive Director and should the option be exercised, the full cost to recruit and hire Operator Staff. The costs to be reimbursed shall include but not be limited to County staff costs to prepare a recruitment plan, costs to hire a recruitment consultant and costs to advertise job announcements.
2. The Operator shall reimburse the County for the full cost of processing documentation, payroll and other requirements of this Agreement.
3. The Operator shall reimburse the County for the full cost of the salary and benefits for the Executive Director, Operator Staff and PSERN Transitional Employees as long as those employees are assigned to work for the Operator. These costs shall be prorated for any partial month of service.

4. The payment required by this section will be invoiced and paid as follows:
 - a. Payment for costs to be reimbursed as described in paragraph E.1 and E.2 shall be invoiced to the Operator after the charges are incurred by the County. Payment is due within sixty (60) days of the date of the invoice.
 - b. Payment for costs to be reimbursed as described in paragraph E.3 shall be invoiced to the Operator quarterly. Payment is due within sixty (60) day of the date of the invoice.
5. The County shall endeavor to provide the Operator with advance notice of increases in salary and benefit costs for the Executive Director, Operator Staff and PSERN Transitional Employees. However, the County's failure to provide such notice shall not relieve the Operator's obligation to pay such increased costs.
6. If requested by the Operator, the County shall provide the Operator with computers, monitors, keyboards, email addresses and other requested equipment and technology for use by the Executive Director, Operator Staff and PSERN Transitional Employees. The Operator shall reimburse the County for the cost of these items or the use of the items according to a methodology agreed to by the Parties.
7. The Operator assumes responsibility for the full costs of all any materials, supplies, services, and other expenses not provided under paragraph E.6 that are needed or provided by the Operator for the Executive Director, Operator Staff and PSERN Transitional Employees to perform their duties for the Operator.

F. NO THIRD PARTY BENEFICIARIES

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

G. INDEMNIFICATION

While the Executive Director is jointly supervised and directed of the Operator and the County pursuant to this Agreement, they will be considered to be employees of the Operator for all liability purposes, including, but not limited to, indemnification and worker's compensation where directly related to their work for the Operator.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party and its respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's own negligent acts or omissions. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its

obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

H. PUBLIC RECORDS

Each Party shall keep records related to this Agreement as required by law and in accordance with their own policies, procedures and retention schedules. 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.

I. 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 the Agreement. Further, to the extent that any duties under this Agreement 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.

J. NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

1. During the performance of this Agreement, neither Party shall discriminate or tolerate harassment on the basis of race, color, sex, religious affiliation, national origin, marital status, sexual orientation, gender identity or expression, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.
2. During the performance of this Agreement, both parties shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987.
3. Equal Employment Opportunity. Each Party will implement and carry out all applicable requirements regarding equal employment opportunity, and all other requirements as set forth in its affidavit and certificate of compliance.

4. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement, the parties shall not engage in unfair employment practices. It is an unfair employment practice for any:
- i. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - ii. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - iii. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 - iv. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - v. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - vi. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
 - vii. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring employees speak only English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

K. NOTICES

1. Whenever this Contract provides for notice to be provided by one Party to another such notice shall be in writing and may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

2. Notice shall be provided to:

OPERATOR:

COUNTY:

Name (Please type or print)

Name (Please type or print)

Address Line 1 (Please type or print)

Address Line 1 (Please type or print)

City, State, Zip Code (Pls. type or print)

City, State, Zip Code (Pls. type or print)

()

()

Telephone Number (Please type or print)

Telephone Number (Please type or print)

L. NO WAIVER

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

M. NO ASSIGNMENT

Neither Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the other Party.

N. DISPUTE RESOLUTION

If one Party believes the other Party has failed to comply with the terms of this Agreement, the Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, either Party may submit the matter to mediation or another agreed upon form of dispute resolution. If the Parties submit the matter to dispute resolution and the matter is not resolved, then the aggrieved Party shall be entitled to pursue any legal remedy available. In any dispute resolution process, at any stage, each party will be responsible to pay all its legal costs and attorney fees.

O. 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.

P. AMENDMENT ONLY IN WRITING

This Agreement may be amended only by agreement of the Parties in writing.

Q. 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.

R. 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.

S. SURVIVAL PROVISIONS

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

Section __ Indemnification

Section __ Public Records

Section __ Choice of Law; Venue

T. COUNTERPARTS

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

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

PSERN OPERATOR

KING COUNTY

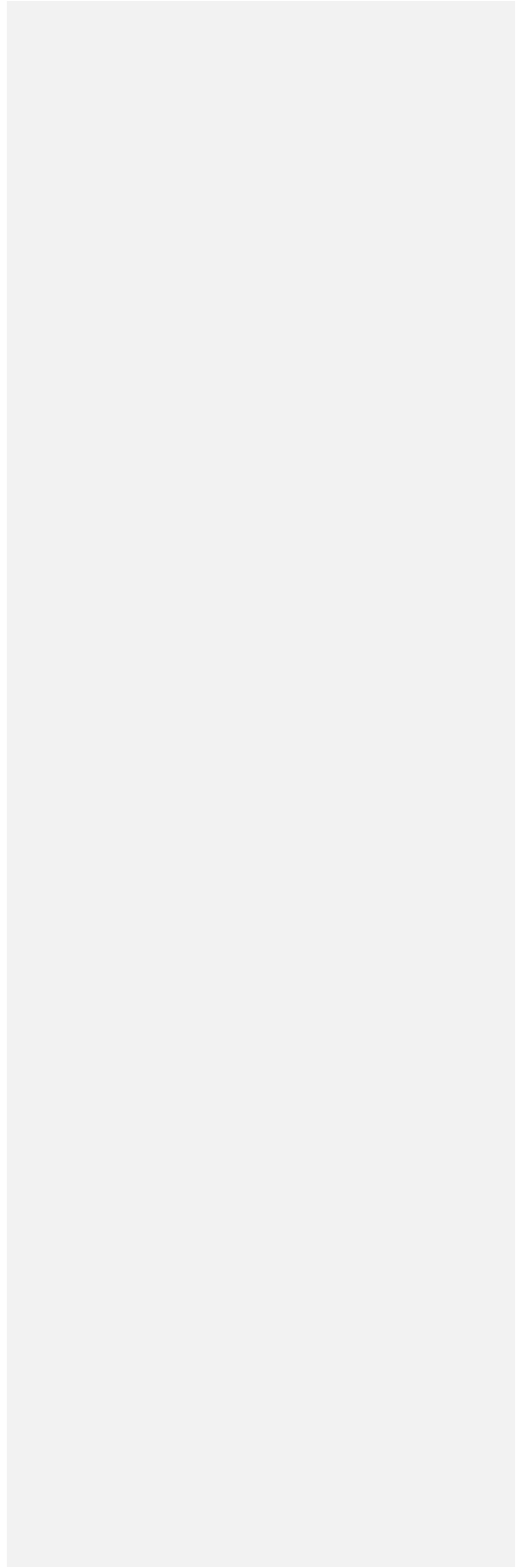
Signature
Chairperson, PSERN Board of Directors
Title

Signature
Chief Information Officer, King County
Title

Date

Date

DRAFT



RESOLUTION NO. 21-08

RESOLUTION FOR ADOPTION OF AN AGREEMENT BETWEEN THE PUGET SOUND EMERGENCY RADIO NETWORK (PSERN) OPERATOR AND KING COUNTY FOR THE HIRING OF STAFF

A **RESOLUTION** of the PSERN Operator Board of Directors for the adoption of an agreement, provided in Appendix A, between the PSERN Operator and King County allowing King County to hire an Executive Director and other staff on behalf of the PSERN Operator.

WHEREAS, the PSERN Operator needs to approve an agreement with King County to move forward, per the approved hiring plan, addressing the PSERN Operator’s critical staffing needs.

WHEREAS, an agreement was developed between the PSERN Operator and King County. It was provided to the PSERN Operator’s Board of Directors, as included in Appendix A.

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

Section 1. Findings. It is found and declared that the Board of Directors approves the staffing agreement between the PSERN Operator and King County and approves the agreement for full execution by the Board Chair, as included in Appendix A of this resolution.

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 regular meeting of the PSERN Operator Board of Directors, this 27th day of May 2021.

**PSERN OPERATOR
KING COUNTY, WASHINGTON**

[Lora Ueland], Chair