



## AGENDA

### PSERN Operator Board of Directors Meeting

December 14, 2023

**Location:** PSERN Conference Room 19717 62<sup>nd</sup> Ave S, E102, Kent, WA 98032

**Virtual meeting:** Microsoft Teams (details below)

**Date:** Thursday, December 14, 2023

**Time:** 3:45 p.m. – 5:00 p.m.

**Microsoft Teams Meeting:** Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-425-653-6586 Meeting ID: 975 100 443#

**Directors:** Chief Harold Scoggins (Chair), Dwight Dively, Commissioner Chris Elwell, Kurt Triplett, Lora Ueland, Chief Dan Yourkoski

**Alternates:** Undersheriff Jesse Anderson, Shawn Hayes, Kristin Meitzler, Brad Miyake, Mark Schmidt

#### Agenda Details:

1. Call to Order – Meeting Chair 3:45 p.m.
2. Roll Call – Tracey Doss 3:45 p.m.
3. Public Comment – Meeting Chair 3:45 – 3:46 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.

4. Consent Agenda – Meeting Chair 3:46 – 3:48 p.m.

**Note: Directors can request to have any item removed from the consent agenda.**

- a. Approve October 26 Meeting Minutes
- b. Payment Approvals

**(Decision: Approve the Consent Agenda)**

5. Action Register Review – Meeting Chair 3:48 – 3:50 p.m.
6. Executive Director Report – Mike Webb 3:50 – 4:00 p.m.
7. Startup Spending Update & 1Q 2024 Forecast – Tracy Plouse 4:00 – 4:05 p.m.
8. Transfer Agreement and Ownership Transition – Mike Webb 4:05 – 4:15 p.m.
9. Operations Committee Bylaws – Mike Webb 4:15 – 4:25 p.m.

***(Decision: Approve 1 resolution related to Operations Committee Bylaws)***

10. Board of Directors Officer Report – Board Officers 4:25 – 4:30 p.m.
11. Review New Action Items – Meeting Chair 4:30 – 4:35 p.m.

Adjourn

Next Meeting: January 25, 2024

PSERN Board of  
Directors Agenda  
Item #4



Title: Consent Agenda

PSERN Operator Board of Directors Meeting Date: December 14, 2023

PSERN Staff Contact: Tracey Doss, Administrator

Action: Decision

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**Appendix A:** October 26, 2023 Meeting Minutes

**Appendix B:** Payment Approvals

Date	Payment Type	Amount
10/19/2023	Warrants	29,661.00
10/23/2023	Warrants Voided – not received by vendor	-12,220.58
10/25/2023	Warrants	25,099.68
11/01/2023	Warrants	3,374.16
11/08/2023	Warrants	17,702.14
11/14/2023	Warrants	75,125.22
11/13/2023	Special District Journal Entry – KCIT Reimbursement	110,283.34
11/22/2023	Warrants	19,860.05
<b>TOTAL</b>		<b>\$268,885.01</b>

**MOTION:** That the PSERN Operator Board approve the Consent Agenda.

Appendix A: October 26, 2023 Meeting Minutes



**MINUTES**  
**PSERN Operator Board of Directors Meeting**  
**October 26, 2023**

**Location:** PSERN Conference Room 19717 62<sup>nd</sup> Ave S, E102, Kent, WA 98032

**Virtual meeting:** Microsoft Teams (details below)

**Date:** Thursday, October 26, 2023

**Time:** 3:45 p.m. – 5:00 p.m.

**Microsoft Teams Meeting:** Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-425-653-6586 Meeting ID: 975 100 443#

**Directors Present:** Chief Harold Scoggins (Chair), Dwight Dively, Commissioner Chris Elwell, Kurt Triplett, Lora Ueland, Chief Dan Yourkoski

**Attendees:** Spencer Bahner, Tracey Doss, Andrew Dziedzic, Adrian Englet, Julia Holden, Anju John, Assistant Chief Lombard, Vonnie Mayer, Kristin Meitzler, David Mendel, Kimberly Nuber, Tracy Plouse, Alex Rampley, Mark Schmidt, Preetha Raju, Creighton Watley, Mike Webb

1. Call to Order – Meeting Chair 3:44 p.m.
2. Roll Call – Tracey Doss 3:45 p.m.
3. Public Comment – Meeting Chair 3:45 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.

No public comments.

4. Consent Agenda – Meeting Chair 3:45 – 3:46 p.m.

**Note:** *Directors can request to have any item removed from the consent agenda.*

- a. Approve October 3 Meeting Minutes
- b. Payment Approvals

**Motion:** Dwight made the motion to approve the Consent Agenda. Kurt Triplett approved the motion. Members unanimously approved the motion.

5. Action Register Review – Meeting Chair 3:46 – 3:47 p.m.

One item regarding in-building coverage funding options remains open, no new actions have been added.

6. Executive Director Report – Mike Webb

3:47 – 3:52 p.m.

PSERN Operator Staffing & Hiring/Employment Transition

Operator staffing currently remains at 6. ADP has been selected to provide a payroll and timekeeping system and the Operator is in process of setting it up. Employment offer letters were issued to 22 (not 21 as noted in the presentation) King County staff. About half of the letters have already been accepted and staff have until December 1 to accept.

Financial startup

Preliminary 2024 service fees have been sent to all agencies and invoices will be issued mid-November. A Proposal to join WA Local Government Investment Pool (LGIP), additional policies, and the proposed 2024 financial reporting format will be discussed later in the agenda.

Transfer Agreement Execution/Closing

King County PAO is arranging for escrow services. The Operator is waiting to hear when that has been setup. The Operator staff is reviewing payment requirements, particularly in early 2024 (leases, etc.) and capital asset values for entry into the financial system at closing.

PSERN Operations Committee (“Operating Board”)

A draft set of bylaws will be discussed in more detail in Agenda 12 and a need to address feedback from the Project Ops Board regarding Fire Commissioner membership.

Stakeholder Engagement Strategy/Plan & Website

The Operator continues to work with Fearey, the public relations consultant, on the draft of Engagement Strategy/Plan and is expecting to finalize the document by the end of October.

Work has started on a new website and is targeted for completion by the end of December.

User Agency Updates

The Operator is working with Issaquah Public Works to execute an SLA amendment. They will be a new PSERN user with approximately 150 radios. They will likely join prior to the closing of the transfer agreement and will be onboarding under King County.

Discussions are also ongoing with the Seattle Public Library, who are also interested in joining PSERN.

Bothell PD is shutting down their Dispatch Center and have advised their intention to terminate the dispatch SLA. The Operator is looking into what to do with their 5 consoles and will be coming back to the Board with more information.

Operational Planning/Status

Work is underway to determine requirements and development of reports on service level results and system usage on a monthly basis to users and to the Board.

Upcoming Meetings Topics

December 2023:

- Update on Transfer Agreement and operational transition.
- Approval of bylaws for PSERN Operations Committee.

January 2024:

- 2023 year-in-review.
- Update on Transfer Agreement and operational transition.
- Commence reporting on service level results and usage metrics.

February 2024:

- PSERN Operator 2023 year-end financial results.

7. 2024 Board of Directors Meeting Schedule – Mike Webb 3:52 – 3:56 p.m.

The Operator is proposing to reduce the number of regular meetings from 11 down to 8 in 2024 with no meetings in March, June, August or November. The meetings would continue to be on the 4<sup>th</sup> Thursday of the month and the time moved up to begin at 2:30. The months were selected because of the financial reporting on a quarterly basis. The Board has the ability to call a special meeting if needed.

- January 25, 2024
- February 22, 2024
- April 25, 2024
- May 23, 2024
- July 25, 2024
- September 26, 2024
- October 24, 2024
- December 12, 2024

**Motion:** Dwight Dively made a motion to adopt Resolution 23-09 approving the regular meeting schedule of the PSERN Operator Board of Directors. Lora Ueland seconded the motion. Members unanimously approved the motion.

8. Startup Spending Update – Tracy Plouse 3:56 – 4:04 p.m.

Startup spending plan is updated as of July 31, 2023. Year to date expenditures for 2023 total \$1,497,001. The Operator is still on schedule to have around a \$300K surplus. Some savings from staffing delays are reflected, but the Operator has hired everyone that it plans to as of August and the numbers should not change.

The Operator proposed a reporting format for 2024 quarterly reporting to begin in April 2024. Reports would compare revenues to budget and expenditures to budget for each quarter and any variances.

Also proposed is a format for a statement of cash flow to reflect capital assets purchased using cash and not reported as expenditures until depreciated. As a result of GASB 87, all the leases paid will be shown here as a cash outlay. And a format for the statement of net position, which is the assets less the depreciation liabilities.

Kurt Triplett asked if they setup reserves, such rate stabilization funds, what category these would be in? For internal statements these would show as restricted for rate stabilization. When

filed with the State Auditor, they would show as unrestricted because the Auditor defines restricted funds as those that are restricted by a third party.

At the September meeting PSERN Project Joint Board approved the purchase of Motorola's Radio Management software under contract Change Order #15 (CRF 2023-211).

The Project Joint Board approved reimbursement to the PSERN Operator of \$429,975 for these services through the end of 2024 in CRF 2023-211.

**Motion:** Dwight Dively made a motion to authorize the Executive Director to expend up to \$429,975 for hosting and technical support services for the Motorola Radio Management software from Allenfort & Associates through the end of 2024 using funds reimbursed to the PSERN Operator by the PSERN Project. Lora Ueland seconded the motion. The Members unanimously approved the Motion.

9. Proposal to Join LGIP – Tracy Plouse

4:04 – 4:14 p.m.

In July 2022 the Board approved participation in the King County Investment Pool and King County's cash management services. In September 2022 the Operator moved the startup funds from the project over to the Operator's King County cash management account. As FSA approaches, staff has determined that other options would be more efficient and flexible. For example, if an invoice is sent to a user who would like to send ACH instead of a large check, the Operator needs more flexibility to be able to accommodate the user, and to pay its own bills. Currently, the Operator has to wait for the checks to come in the mail from King County in order to pay bills.

The Operator is recommending using US Bank to issue its own checks, transfer funds via ACH or wire transfers and be able to log into a secure portal to check the cash position. The Operator would use the existing US Bank clearing account already approved by the Board as a regular business bank account. This allows flexibility to move money in a short amount of time, such as into a payroll account. The LGIP also has a higher interest rate on investments than the King County Investment Pool.

The proposed workflow is:

- Cash receipts deposited into the US Bank account.
- Finance Manager analyzes cash requirements, electronically transfers funds not immediately required into LGIP.
- If funds are required from LGIP to process accounts the Finance Manager electronically transfers funds from LGIP to US Bank, and funds are available within 24 hours.
- Payroll and accounts payable are paid from the US Bank account.

The Operator is not planning to completely close the King County account because some funds will still need to be moved over to the Operator from the Project after FSA.

The Operator is recommending that the Board approve the following:

- PSERN Operator becoming a member of the LGIP.

- Transfer funds on deposit with King County Treasurer (the startup funds) to the LGIP.
- Open a U.S. Bank payroll clearing account and expand the use of the current U.S. Bank account to include issuing checks and receiving deposits.
- The Operator would remain a member of the King County Investment Pool.

There are two resolutions that would approve the above proposals:

Resolution 23-10 authorizes the Executive Director and Finance & Admin Services Manager to establish funds and accounts for banking purposes to manage funds in the Operator’s possession.

Resolution 23-11 authorizes investment of funds in the Local Government Investment Pool, including authorizing the Executive Director to make amendments, changes or alterations to the Authorization Form.

**Motion:** Dwight Dively made a motion to approve Resolution 23-10 authorizing funds and accounts for banking purposes. Kurt Triplett seconded the motion. Members unanimously approved the motion.

**Motion:** Dwight Dively made a motion to approve Resolution 23-11 authorizing investment of funds in the Local Government Investment Pool. Kurt Triplett seconded the motion. Members unanimously approved the motion.

10. Employee Travel Reimbursement Policy – Tracy Plouse 4:14 – 4:16 p.m.

An employee travel reimbursement policy that outlines rates of reimbursement and allowable expenses is necessary to enable PSERN to reimburse employees for expenses.

The adopted Employee Policy Handbook states that employees are eligible for reimbursement for the following expenses:

- Mileage in connection with work-related business travel, at rates set annually by the federal government.
- Reasonable travel expenses, including airfare, hotel, meals, parking, and rental cars.
- Office supplies and equipment.
- Training, enrollment, conference, or certification costs.

**Motion:** Dwight Dively made a motion to approve the PSERN Operator Employee Travel Reimbursement Policy. Kurt Triplett seconded the motion. Members unanimously approved the motion.

11. Capital Asset Policy – Tracy Plouse 4:16 – 4:19 p.m.

A Capital Asset Policy is required to provide guidelines to ensure adequate stewardship over PSERN Operator resources through control and accountability of capital assets, to collect and maintain complete and accurate capital assets information required for preparation of financial statements, and to depreciate the assets.



The assets that will transfer around December 15 in the Transfer Agreement will not be depreciated in 2023. They will be put into service by the Operator and depreciation will commence in 2024. The Operator did purchase two vehicles and office furniture which will need to be depreciated to closeout 2023.

To summarize the Washington State Auditor's Office (SAO) BARS Manual: The Auditor does not mandate certain things such as the useful life of a vehicle, but it does want to see that a policy exists and was passed by the governing body, and that the policy is being correctly applied to the asset and that depreciation is based on a reasonable estimate of the useful life of the asset.

Operator staff worked with a consultant to come up with a schedule of useful life and categories and will use a straight-line depreciation.

**Motion:** Dwight Dively made a motion to adopt the PSERN Operator Capital Asset Policy as presented in the report. Lora Ueland seconded the motion. Members unanimously approved the motion.

12. Operations Committee Bylaws – Mike Webb

4:19 – 4:30 p.m.

The PSERN Operator Interlocal Cooperation Agreement section 5.0 states that:

*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.*

On March 25, 2021, the Board of Directors passed resolution 21-03 adopting initial bylaws for the PSERN Operator. Article VI addresses the Operating Board:

*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 Operating Board will replace the current Project Operations Board after FSA, and there is expected to be some overlap. The Operator is proposing that the board be called the PSERN Operations Committee.

The responsibilities of the committee come from the PSERN Operator corporate bylaws. They include:

- Assist the PSERN Operator and the Board of Directors in carrying out its duties relative to the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN radio system.
- Assist the PSERN Operator and Board of Directors in maintaining crucial dialogue with the agencies, departments, and jurisdictions utilizing the PSERN radio system.

Specific purpose and duties are mentioned in the Bylaws, article 6. They 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 also state:

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

Fundamentally, the Bylaws being brought forward provide those guidelines.

The Operator is proposing the membership of the Operations Committee be reduced from the current 11 down to nine members, (a quorum would be 5), including a representative from each of the six PSERN Operator Board of Directors member organizations plus one from each of the following groups:

- Emergency Management (EOC), Hospitals and other general government functions.
- Public Works and Utilities.
- Transportation, Transit and Schools.

No local government jurisdiction shall have more than two members on the Operations Committee.

A clause has been inserted that gives the Committee the authority and responsibility to establish working groups or subcommittees to address specific operational matters, such as the introduction of encryption or the evolution of codeplugs. These topics would be assigned to a sub-committee with subject matter experts and would bring recommendations back to the Operations Committee.

The Project Operations Board has provided feedback that the committee member representing the Fire services must have an operational role or background, which may not be consistent with the ILA and corporate bylaw requirement that one member be a Fire Commissioner.

Feedback was also provided by the Operations Board on the process for nomination and selection of Operations Committee members and the number of meetings to be held each year and the cadence. The bylaws include a minimum of 6 per year.

For discussion only at this point, to address the first item of feedback, is the potential to amend the ILA to reword the section in the ILA requiring the one member be a Fire Commissioner. The Operator proposes that Section 5 of the ILA and Operator bylaws be reworded, replacing the words *fire commissioner* with the words *a member presenting Fire services*, as follows:

*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 representing Fire services, 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.*

Feedback is being requested from the Board Members and Alternates on the proposed change to the ILA and additional discussion/review with the Project Operations Board is planned for November. The Operator will bring the changes back to the Board of Directors for approval at the December meeting. Once the bylaws are approved work will begin to populate the committee. Initial meetings in January, and possibly February will overlap with the Project Ops Board meetings.

Commissioner Chris Elwell stated his support for the amended language in the ILA. It is consistent with the way the fire service has acted throughout the PSERN Project by having a commissioner on the governance board and a fire chief or representative with an ops background serving on the Ops Board. Commissioner Elwell also stated the need for the voice of more county fire chiefs on the ops committee so that the needs of the suburban fire districts and municipalities are heard at an ops level as they may have different needs from those serving in a large metropolitan area.

13. Board of Directors Workplan Update – Mike Webb 4:30 – 4:32 p.m.

Although not a lot of substantive changes to the workplan, there are several of note.

- Removed requirement for operational support agreement.
- Captured status & plans re: employment startup and transition.
- Adjusted timing for establishment of the Operations Committee as noted above.
- Updated timing of FSA, Transfer Agreement and operational transition.
- Adjusted timing of other operational startup activities.
- Added requirement to true-up deployed and active radios as part of a lead up to the 2025 budget. This continues to be an ongoing effort for both the Project and the Operator
- Added approval of 2025 operating budget to reconcile the quantities of radios deployed and any adjustments.
- Updated notes, including information related to insurance coverage.

14. Executive Session –Board Officers 4:32 – 4:45 p.m. The

The Board will now convene in Executive session for up to 15 minutes in order to evaluate the qualifications of an applicant for public employment and review performance of a public employee as authorized by RCW 42.30.110.

No action or vote may be taken in this session, and the regular meeting will resume upon conclusion of the session, which can last no longer than 15 minutes.

15. Executive Director Employment Agreement – Meeting Chair 4:45 – 4:50 p.m.

The Board has been presented, for approval, a resolution appointing Michael Webb as the Executive Director of the PSERN Operator and authorizing the Board Chair to negotiate and execute on behalf of the PSERN Operator an employment agreement consistent with the resolution.

With the employer transitioning to the PSERN Operator as of January 1, 2024, a new agreement will be required between the Executive Director and the PSERN Operator.

Per the Interlocal Agreement (ILA), the PSERN Operator Board of Directors is authorized to hire, set compensation for, and oversee the activities of an Executive Director. This resolution appoints Michael Webb as the Executive Director of the PSERN Operator, specifies job duties and authorizes the Board Chair to negotiate and execute an employment agreement with Michael Webb that is consistent with the PSERN Operator Classification and Salary Schedules approved in the July 2023 meeting.

The Board amended the original draft Resolution 23-12 to include the following statement: The Board reserves the right to make future adjustments to the out-of-state work policy for the Executive Director.

**Motion:** Kurt Triplett made the motion that the PSERN Operator Board approve Resolution 23-12 as amended and appointing the Board Chair to negotiate and execute on behalf of the PSERN Operator an employment agreement consistent with the Resolution. Dwight Dively seconded the motion. Members unanimously approved the motion.

16. Board of Directors Officer Report – Board Officers 4:50 p.m.

No Officer reports.

17. Review New Action Items – Meeting Chair 4:50 p.m.

No new action items were recorded.

Adjourn 4:51

Next Meeting: December 14, 2023

## Appendix B: Payment Approvals

Check Issue Date	Check Number	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
10/23/2023	10053290	WFT Company Two LLC	WFT Company Two LLC	-3,384.58	PSEMERG SEPT 2023A	Kent Facility Lease	Utilities
10/23/2023	10053290	WFT Company Two LLC	WFT Company Two LLC	-8,836.00	PSEMERG SEPT 2023A	Kent Facility Lease	GASB 87 & 96 Clearing Account
10/19/2023	10061371	Aramark	Aramark	16.52	5120334992	Floor Mat Service	Janitorial Services
10/19/2023	10061372	CDW Government	CDW Government	2,167.50	SE2306273	Consulting	Consulting Services
10/19/2023	10061373	CDW Government	CDW Government	6,540.00	SE2306274	Consulting	Consulting Services
10/19/2023	10061374	PIE Management	PIE Management	2,743.65	1510	Consulting Services	Consulting Services
10/19/2023	10061375	PIE Management	PIE Management	2,841.64	1486	Consulting Services	Consulting Services
10/19/2023	10061376	PIE Management	PIE Management	2,591.23	1503	Consulting Services	Consulting Services
10/19/2023	10061377	Sean Douglas	Sean Douglas	274.88	09052023NW-MTUG	Employee Travel Reimb	Employee Travel
10/19/2023	10061378	WFT Company Two LLC	WFT Company Two LLC	3,384.58	PSEMERG NOV 2023	Kent Facility Lease	Utilities
10/19/2023	10061378	WFT Company Two LLC	WFT Company Two LLC	9,101.00	PSEMERG NOV 2023	Kent Facility Lease	GASB 87 & 96 Clearing Account
10/25/2023	10066547	Aramark	Aramark	16.52	5120339241	Floor Mat Service	Janitorial Services
10/25/2023	10066548	McKinstry Co. LLC	McKinstry Co. LLC	929.63	10227031	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066549	McKinstry Co. LLC	McKinstry Co. LLC	894.56	10227221	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066550	McKinstry Co. LLC	McKinstry Co. LLC	883.19	10227008	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066551	McKinstry Co. LLC	McKinstry Co. LLC	883.19	10227010	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066552	McKinstry Co. LLC	McKinstry Co. LLC	679.48	10227011	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066553	McKinstry Co. LLC	McKinstry Co. LLC	692.20	10227013	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066554	McKinstry Co. LLC	McKinstry Co. LLC	692.20	10227014	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066555	McKinstry Co. LLC	McKinstry Co. LLC	1,717.17	10227016	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066556	McKinstry Co. LLC	McKinstry Co. LLC	1,074.17	10227017	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066557	McKinstry Co. LLC	McKinstry Co. LLC	895.38	10227019	Repairs & Maintenance	Repairs & Maintenance

10/25/2023	10066558	McKinstry Co. LLC	McKinstry Co. LLC	1,012.00	10227021	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066559	McKinstry Co. LLC	McKinstry Co. LLC	507.67	10227027	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066560	McKinstry Co. LLC	McKinstry Co. LLC	507.67	10227029	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066561	McKinstry Co. LLC	McKinstry Co. LLC	1,013.82	10227274	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066562	McKinstry Co. LLC	McKinstry Co. LLC	630.03	10227032	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066563	McKinstry Co. LLC	McKinstry Co. LLC	666.77	10227034	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066564	McKinstry Co. LLC	McKinstry Co. LLC	883.19	10227117	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066565	McKinstry Co. LLC	McKinstry Co. LLC	1,012.00	10227118	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066566	McKinstry Co. LLC	McKinstry Co. LLC	886.44	10227149	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066567	McKinstry Co. LLC	McKinstry Co. LLC	883.19	10227150	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066568	McKinstry Co. LLC	McKinstry Co. LLC	926.99	10227151	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066569	McKinstry Co. LLC	McKinstry Co. LLC	1,012.00	10227152	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066570	McKinstry Co. LLC	McKinstry Co. LLC	883.19	10227153	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066571	McKinstry Co. LLC	McKinstry Co. LLC	821.01	10227154	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066572	McKinstry Co. LLC	McKinstry Co. LLC	701.12	10227199	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066573	McKinstry Co. LLC	McKinstry Co. LLC	863.40	10227201	Repairs & Maintenance	Repairs & Maintenance
10/25/2023	10066574	Summit Law	Summit Law	2,515.50	149289	Legal Services	Legal Services
10/25/2023	10066575	Tracy Plouse	Tracy Plouse	16.00	103834586	Petty cash replenishment - Parking	Misc Services
11/01/2023	10067374	Aramark	Aramark	16.52	5120343488	Floor Mat Service	Janitorial Services
11/01/2023	10067375	McKinstry Co. LLC	McKinstry Co. LLC	701.12	10227732	Repairs & Maintenance	Repairs & Maintenance
11/01/2023	10067376	McKinstry Co. LLC	McKinstry Co. LLC	701.12	10227694	Repairs & Maintenance	Repairs & Maintenance
11/01/2023	10067377	McKinstry Co. LLC	McKinstry Co. LLC	692.20	10227749	Repairs & Maintenance	Repairs & Maintenance
11/01/2023	10067378	McKinstry Co. LLC	McKinstry Co. LLC	315.46	10227326	Repairs & Maintenance	Repairs & Maintenance
11/01/2023	10067379	SMS Cleaning	SMS Cleaning	900.00	PSE KENT-1023	Monthly Janitorial Services	Janitorial Services
11/01/2023	10067380	Tracy Plouse	Tracy Plouse	18.52	101823JASON	Petty cash replenishment - Parking	Misc Services
11/01/2023	10067381	Tracy Plouse	Tracy Plouse	29.22	10202023SEAN	Petty cash replenishment - Parking	Misc Services

11/08/2023	10068961	Wex Bank	Wex Bank	62.55	92807075	Statement payment	Vehicle Fuel and Maintenance
11/08/2023	10068970	Alliance 2020	Alliance 2020	1,143.22	5848604	Background check	Misc Services
11/08/2023	10068971	McKinstry Co. LLC	McKinstry Co. LLC	1,026.89	10227569	Repairs & Maintenance	Repairs & Maintenance
11/08/2023	10068972	McKinstry Co. LLC	McKinstry Co. LLC	1,202.98	10228170	Repairs & Maintenance	Repairs & Maintenance
11/08/2023	10068973	McKinstry Co. LLC	McKinstry Co. LLC	702.07	10227570	Repairs & Maintenance	Repairs & Maintenance
11/08/2023	10068974	SourcePanel	SourcePanel	4,070.00	I110123B	Consulting	Consulting Services
11/08/2023	10068975	USPS	U.S. Bank Corporate Payment Systems	26.50	***3644 OCT 2023	OL2023092558613685964	Misc Services
11/08/2023	10068975	Keeney's Office Supply	U.S. Bank Corporate Payment Systems	111.32	***3644 OCT 2023	KI-00104811	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	165.14	***3644 OCT 2023	111-4529112-3188259	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	52.58	***3644 OCT 2023	111-8077678-2260222	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	16.48	***3644 OCT 2023	111-4593235-1506615	Office Supplies
11/08/2023	10068975	Good To Go	U.S. Bank Corporate Payment Systems	7.60	***3644 OCT 2023	80169877	Misc Services
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	2.85	***3644 OCT 2023	111-4035787-2074631	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	25.03	***3644 OCT 2023	111-4035787-2074631	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	176.15	***3644 OCT 2023	111-7469350-4586632	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	19.80	***3644 OCT 2023	111-6794685-8242610	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	26.16	***3644 OCT 2023	111-5245839-4850627	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	33.33	***3644 OCT 2023	111-6794685-8242610	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	262.70	***3644 OCT 2023	111-4671327-8535442	Office Supplies

11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	63.85	***3644 OCT 2023	111-3221279-2541855	Office Supplies
11/08/2023	10068975	Home Depot	U.S. Bank Corporate Payment Systems	137.56	***3644 OCT 2023	WM48248606	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	24.93	***3644 OCT 2023	111-3221279-2541855	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	15.96	***3644 OCT 2023	111-6581533-2503434	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	15.40	***3644 OCT 2023	111-1938691-8485036	Office Supplies
11/08/2023	10068975	AT&T Mobility	U.S. Bank Corporate Payment Systems	51.27	***3644 OCT 2023	287321209309X09272023	Mobile Phone Service
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	1,047.04	***3644 OCT 2023	111-3780944-7680230	Office Supplies
11/08/2023	10068975	Home Depot	U.S. Bank Corporate Payment Systems	252.06	***3644 OCT 2023	WM48716448	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	13.76	***3644 OCT 2023	111-8307997-5490611	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	85.86	***3644 OCT 2023	111-8658146-3145814	Office Supplies
11/08/2023	10068975	Noyafa	U.S. Bank Corporate Payment Systems	47.39	***3644 OCT 2023	3258	Tech Supplies
11/08/2023	10068975	Puget Sound Energy	U.S. Bank Corporate Payment Systems	548.28	***3644 OCT 2023	***8931 Sept 2023	Utilities
11/08/2023	10068975	Lumen	U.S. Bank Corporate Payment Systems	1,672.07	***3644 OCT 2023	660083517	IT Network Services
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	38.54	***3644 OCT 2023	111-5685070-1220207	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	-38.54	***3644 OCT 2023	111-5685070-1220207	Office Supplies
11/08/2023	10068975	UPS	U.S. Bank Corporate Payment Systems	58.01	***3644 OCT 2023	10202023	Misc Services
11/08/2023	10068975	Atlassian	U.S. Bank Corporate Payment Systems	64.00	***3644 OCT 2023	AT-271737758	Software License Subscription



11/08/2023	10068975	Atlassian	U.S. Bank Corporate Payment Systems	528.15	***3644 OCT 2023	AT-272221624	Software License Subscription
11/08/2023	10068975	Century Link	U.S. Bank Corporate Payment Systems	141.23	***3644 OCT 2023	***593B Sept 2023	Phone Service
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	13.18	***3644 OCT 2023	111-1293412-9961065	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	16.04	***3644 OCT 2023	111-6328534-0486654	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	77.02	***3644 OCT 2023	111-2276738-0124207	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	6.94	***3644 OCT 2023	111-9666205-2937045	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	38.62	***3644 OCT 2023	111-0221226-2589002	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	52.91	***3644 OCT 2023	111-6763743-7556230	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	19.81	***3644 OCT 2023	111-6763743-7556230	Office Supplies
11/08/2023	10068975	Dropbox Inc	U.S. Bank Corporate Payment Systems	118.91	***3644 OCT 2023	WYP3XH51L1WB	Software License Subscription
11/08/2023	10068975	WA Department of Revenue	U.S. Bank Corporate Payment Systems	10.00	***3644 OCT 2023	0-035-787-077	Misc Services
11/08/2023	10068975	WA Department of Revenue	U.S. Bank Corporate Payment Systems	0.27	***3644 OCT 2023	0-035-787-077	Misc Services
11/08/2023	10068975	Inflow Inventory	U.S. Bank Corporate Payment Systems	328.00	***3644 OCT 2023	IC-097103	Software License Subscription
11/08/2023	10068975	Shell	U.S. Bank Corporate Payment Systems	71.00	***3644 OCT 2023	619601	Vehicle Fuel and Maintenance
11/08/2023	10068975	Chevron	U.S. Bank Corporate Payment Systems	75.25	***3644 OCT 2023	87272	Vehicle Fuel and Maintenance
11/08/2023	10068975	Product Source International Datacomm	U.S. Bank Corporate Payment Systems	1,323.00	***3644 OCT 2023	JACO-CWANNA	Tech Supplies
11/08/2023	10068975	Grainger	U.S. Bank Corporate Payment Systems	1,447.34	***3644 OCT 2023	9872370409	Tech Supplies

11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	258.72	***3644 OCT 2023	111-3159283-6086601	Office Supplies
11/08/2023	10068975	Amazon	U.S. Bank Corporate Payment Systems	-55.04	***3644 OCT 2023	111-3159283-6086601	Office Supplies
11/14/2023	10069750	Caselle Inc	Caselle Inc	1,302.05	128763	Contract Support and Maintenance	Misc Services
11/14/2023	10069751	CDW Government	CDW Government	1,577.60	MT73147	Tech Supplies	Tech Supplies
11/14/2023	10069752	CDW Government	CDW Government	875.67	MT87178	Tech Supplies	Tech Supplies
11/14/2023	10069753	Elric Myers	Elric Myers	115.27	10102023ELRIC	Employee Reimbursement	Tech Supplies
11/14/2023	10069754	Fearey	Fearey	14,117.25	OCTOBER 2023-403	Consulting	Consulting Services
11/14/2023	10069755	Pacifica Law Group LLP	Pacifica Law Group LLP	3,780.00	86528	Legal Services	Legal Services
11/14/2023	10069756	PIE Management	PIE Management	3,320.69	1516	Consulting Services	Consulting Services
11/14/2023	10069757	PSERN Operator	PSERN Operator	50,000.00	11082023TRANSFER	Money Transfer	Cash on Deposit U.S. Bank
11/14/2023	10069758	Tracy Plouse	Tracy Plouse	29.06	11022023JASON	Petty cash replenishment - Parking	Misc Services
11/14/2023	10069759	Tracy Plouse	Tracy Plouse	7.63	11072023JASON	Petty cash replenishment - Parking	Misc Services
11/22/2023	10070991	Aramark	Aramark	16.52	5120356179	Floor Mat Service	Janitorial Services
11/22/2023	10070992	CDW Government	CDW Government	225.00	SE2306524	Consulting	Consulting Services
11/22/2023	10070993	CDW Government	CDW Government	2,205.00	SE2306525	Consulting	Consulting Services
11/22/2023	10070994	CDW Government	CDW Government	1,403.79	SE2306446	Consulting	Consulting Services
11/22/2023	10070995	PIE Management	PIE Management	3,489.44	1495	Consulting Services	Consulting Services
11/22/2023	10070996	Tracy Plouse	Tracy Plouse	34.72	11092023JASON	Petty cash replenishment - Parking	Misc Services
11/22/2023	10070997	WFT Company Two LLC	WFT Company Two LLC	9,101.00	PSEMERG DEC 2023	Kent Facility Lease	GASB 87 & 96 Clearing Account
11/22/2023	10070997	WFT Company Two LLC	WFT Company Two LLC	3,384.58	PSEMERG DEC 2023	Kent Facility Lease	Utilities
<b>Grand Totals:</b>				158,601.67			



## PSERN Operator Board of Directors Action Log - Open Items

#	Date Opened	Item	Responsible	Due Date	Notes
13	2/24/22	Request for additional information related to In-Building Sites to include details of funding options for the remaining 10 areas recommended by the task force, any budget considerations, improvements found in Coverage Testing, impacts of additional sites on Operator rates, Operations Board and Technical Committee perspective, and impact on backhaul capacity.	Operator Staff	TBD	Planning work for how to fulfill this set of requests will begin once the in-building sites are live on the system and testing is complete. This action item was moved from the Project Action Log to the Operator Action Log on 4/27/23. Work is expected to begin in the fall 2023.



## PSERN Operator Board of Directors Action Log - Closed Items and Archive

#	Date Opened	Item	Responsible	Due Date	Notes
1	4/28/22	Summary of portfolio of PSERN leases	Project Staff	6/1/22	Operator
2	4/28/22	Budget workshop to discuss 2023 budget and rate setting	Mike Webb/ Tracy Plouse	7/15/22	Workshop held July 11th. Update at July board meeting.
3	6/23/22	Operator staff will send a calendar invite for the July 11, 2022 budget workshop.	Tracy Plouse	6/24/22	
4	3/24/22	Facility recommendation and approval	Mike Webb	8/25/22	Leased approved at 8/25 meeting.
5	6/23/22	Review availability for the August and September regular Board meetings.	Board Members	7/28/22	Need to confirm quorum
6	4/28/22	Provide a report on possible changes to the Operator ILA associated with a change to the milestone at which the Operator takes over operational responsibility. Assess the Motorola contract for any concerns.	Mike Webb	9/22/22	This pertains to the proposal to set the date for operational transition and PSERN service fee commencement to something other than FSA.
7	5/26/22	Review existing procurement policy to consider issues identified in Clark Nuber phase 1 report.	Mike Webb/ Tracy Plouse	9/22/22	Procurement policy amendments approved.

#	Date Opened	Item	Responsible	Due Date	Notes
8	8/25/22	Update the draft budget and service fee estimates to reflect revised CPI rates.	Tracy Plouse	9/22/22	Updated budget report provided at September meeting.
9	9/22/22	Approval of warrant vouchers (checks) needs to be added to future board meetings as a standing item. This could be done as part of a consent agenda that would also include approval of previous meeting minutes.	Mike Webb/ Tracy Plouse	10/27/22	Will be incorporated as part of consent agenda starting with October meeting
10	9/22/22	Operator staff will bring additional information on the alternatives to modifying or setting the Operator Transfer date and the associated funding requirements and approaches	Mike Webb	10/27/22	Closed, follow up item added to action log.
11	1/26/23	Mike Webb will consult with legal counsel on the wording of the motion for the Board to approve the transfer agreement prior to sending for Council approval.	Mike Webb	2/23/23	This is complete. Wording for the agreement has been provided. Pacifica advised the wording to be "it is also recommended that the Board plan to approve the Agreement, in substantially final form."

#	Date Opened	Item	Responsible	Due Date	Notes
12	10/27/22	The Operator will add the decision regarding collection of service fees from agencies beginning in 2024 to a future Board meeting.	Mike Webb/ Tracy Plouse	NA	FSA will not occur until December and there is no ability for the Operator to collect fees until after FSA. Recommend this item be closed. The Board of Directors agreed that this item should be closed at the 4/27/23 meeting.
14	3/24/22	2024 budget and service fee development.	Mike Webb/ Tracy Plouse	6/22/23	Budget approved in June.
15	3/24/22	Report on proposed plan for development of sublease agreement templates to be drawn up for discussion.	Mike Webb	5/25/23	Agenda item #8 of the 5/25/2023 Board meeting.
16	10/27/22	Operator staff will prepare a draft operational support agreement between the County and the Operator.	Mike Webb	5/25/23	Recommended to close this item as there is no OSA.

#	Date Opened	Item	Responsible	Due Date	Notes
17	5/25/23	The Operator has an action item to come back with some further analysis and proposed budget scenarios for the June meeting.	Tracy Plouse	6/22/23	On the June agenda.
18	7/27/23	The PSERN Operator will look into options on how it could offset the higher out of pocket maximums and deductibles for transferring employees and bring this information to the Board in August.	Operator Staff	8/24/23	Completed August 24,2023

# PSERN Board of Directors Staff Report – Agenda Item #6



**Title:** Executive Director Report – December 2023  
**Meeting Date:** December 14, 2023  
**PSERN Staff Contact:** Michael Webb, Executive Director  
**Action:** For Information

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## **SUMMARY:**

This report provides a summary of the activities of the PSERN Operator (PSERN) since the last report to the Board at the October 26, 2023 meeting.

## **DISCUSSION:**

### PSERN Operator Staffing and Employment Transition

- As of December 1<sup>st</sup>, 23 job offers for positions with the PSERN Operator have been issued and accepted.
- Enrollment for retirement and benefits programs for PSERN Operator staff has been completed.
- The payroll system (ADP) has been set up and is being tested.
- A portion of the technical team have completed a series of technical training courses on the Motorola ASTRO 25 system and network; additional training is being scheduled throughout 2024.

### Financial Startup

- Invoices for PSERN service fees for the 1<sup>st</sup> quarter of 2024 have been issued and are due January 1<sup>st</sup>, 2024.
- Revenue and expenditure forecasts for the 1<sup>st</sup> quarter of 2024 have been developed and are summarized in a separate report, along with startup spending updates, at the December meeting.

### Transfer Agreement

- A separate report outlining the status of the Transfer Agreement and ownership transition is provided for the December meeting.

### Establishment of PSERN Operations Committee

- A proposed set of bylaws for the Operations Committee and associated resolution are provided for Board approval at the December 14<sup>th</sup> meeting.



- Draft resolutions for amendments to the PSERN Operator ILA and corporate bylaws associated with establishing the Operations Committee have been provided for Board review at the December 14<sup>th</sup> meeting:
  - Approval of these resolutions is gated by a 30-day notice period to the ILA parties and so is planned for the January meeting.

#### Stakeholder Engagement Strategy and Website Evolution

- The first deliverable (stakeholder engagement strategy/plan) is complete.
- The development of a new digital media presence/website is underway and expected to be complete by the end of 2023.
- A new logo and branding for the PSERN Operator has been developed and will be launched, along with the new website, in January.

#### PSERN User Agency Updates

- The City of Issaquah has executed an amendment to enable the on-boarding of its Public Works department (approximately 140 radios)
  - Service is expected to commence in January or February 2024.
- Seattle Public Library will also be on-boarding as a new agency shortly; the SLA will be executed directly with the PSERN Operator after the Transfer Agreement closes.
- PSERN is preparing to decommission the 5 dispatch consoles currently installed at Bothell Police.
  - 4 of the 5 dispatch consoles will be redeployed to other dispatch end user agencies – 2 to Redmond Police, 1 to Norcom backup and 1 to Seattle Public Utilities.
  - The 5<sup>th</sup> console will likely be retained by PSERN for support and testing purposes.
  - Although the 5 Bothell Police consoles are included in PSERN’s 2024 budget, the revenue shortfall will be offset by increases in radio quantities that have occurred since the budget was approved.

#### Operational Status and Updates

- PSERN has received all radio infrastructure equipment spares (including spare antennas) from Motorola and is making arrangements for ongoing storage and access by staff and maintenance contractors.
- PSERN staff are working on the removal of legacy (KCERCS) system programming from all PSERN radios:
  - Total codeplugs to be updated/modified: ~500
  - Number of codeplugs completed: 28

- Number of agencies reprogrammed as of December 6: 3
- Estimated timing of completion: no later than July 2024
- PSERN will be providing radio programming devices to most user agencies so their staff can apply the updates
- Work to decommission and remove the existing KCERCS tower and equipment building at the Sobieski radio site was stopped in late November due to poor weather and site conditions:
  - PSERN Operator and Project staff are investigating the best approach for re-starting this work in the spring.
  - Options include re-starting the existing contract held by King County, or establishing a new contract, possibly to be held by the PSERN Operator with reimbursement by the Project.

#### Radio Site Subleasing

- New subleases have been executed with the following organizations:
  - Pano AI – for the installation of wildfire detection cameras at the Sobieski (Highway 2) radio site
  - Dish Networks (one site)
- PSERN is currently in discussions with the following organizations regarding new sub-leases:
  - T-Mobile (up to 3 sites)
  - McKay Brothers (up to 3 sites)
  - Dish Networks (one additional site)
  - Verizon (one site)

#### Upcoming Board Meeting Topics

- Topics expected to be brought forward over the next 3 board meetings include the following:
  - January 2024:
    - 2023 Year-in-Review.
    - Approval of resolutions for amendments to ILA and corporate bylaws.
    - Update on Transfer Agreement and transition to PSERN Operator.
    - Initial report on service level results and usage metrics.
  - February 2024:
    - PSERN Operator 2023 year-end financial results.
  - April 2024:
    - 1Q 2024 financial results.

- These topics are in addition to the regular standing items, including the Consent Agenda, Action Item Log, Executive Director’s report, and any approvals that may be required.
- Please note that the Startup Spending Report will not be provided after January 2024 and that there will be no meeting in March.

**CONCLUSION:**

This report has provided a summary of the work undertaken by the PSERN Operator since the previous report in October 2023.

**SUPPORTING DOCUMENTATION:**

None

# PSERN Operator Board of Directors Staff Report - Agenda Item #7



**Title:** Startup Spending Update – November 2023  
**Meeting Date:** December 14, 2023  
**Staff Contact:** Tracy Plouse, Finance & Admin Services Manager  
**Action:** Discussion

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## **SUMMARY:**

This report provides an update on PSERN Operator startup expenditures to the end of November 2023 and an updated spending plan/forecast for the second half of 2023, after which the PSERN Operator will be operational and collecting service fees.

This report also provides a discussion on the expected expenditures and cash flow for the first quarter of 2024.

## **BACKGROUND:**

As previously discussed and agreed, the Executive Director will provide monthly status reports/updates at each Board meeting that describes the expenditure of startup funds:

- Year-To-Date spending against the baseline spending plan.
- Revisions to expenditure forecasts, including cost estimates and timing.

A total of \$3.05M has been approved as startup funds and transferred from the Project to the Operator.

## **DISCUSSION/ANALYSIS:**

### Spending Year-to-Date

Appendix A provides a summary of the spending of the PSERN Operator as of November 30, 2023. Year-to-date expenditures by month for the 2023 fiscal year are summarized below.

<b>Month</b>	<b>Expenditures</b>
January 2023	\$76,277
February 2023	284,847
March 2023	179,144
April 2023	130,018
May 2023	126,048
June 2023	227,233

July 2023	160,473
August 2023	171,682
September 2023	141,278
October 2023	190,167
November 2023*	66,061
<b>TOTAL</b>	<b>\$ 1,753,229</b>
* Does not include KCIT charges, to be billed around 12/10	

The Operator expects that startup funds will be sufficient to support it through to the point at which service fees can be collected in January 2024 (after FSA). A spending forecast for the second half of 2023 has been provided in Appendix A to this report.

The Operator had unspent startup funds of approximately \$539K at the end of November 2023.

The following notes apply:

- Costs for the first half of fiscal year 2023 were less than forecasted due to reduced staffing and delays in other startup expenses. It is anticipated that the Operator’s startup funds will have a surplus of approximately \$291,000 at the end of 2023 due primarily to these factors.
- Some expenditures have been pushed from the first half of 2023 forecast into the second half. The total forecasted costs have not changed.
- On November 6, 2023 \$429,975 was transferred from the Project to the Operator for Allenfort expenditures as approved by the board at the October meeting. These funds and expenditures are not included in the Startup Spending calculations.

#### 2024 Quarter 1 Projected Expenditures and Cashflow

The Operator’s cashflow from user fee revenues and subleases may not be sufficient to meet financial obligations in the 1<sup>st</sup> quarter of 2024, especially in January 2024. The expenditures include wages, benefits, and leases that are payable in January, likely before all of the receivables have been collected.

Invoices were sent to most user agencies the week of November 20, 2023 with a due date of January 1, 2024. These charges are for the 1<sup>st</sup> quarter of 2024 and the receivables total \$2.353M.

The following expenditures are expected to occur in the 1<sup>st</sup> quarter of 2024:

<b>Expenditure</b>	<b>Q1</b>	<b>January 2024</b>
Wages and Benefits	\$1,389,678	\$463,226
Corporate/Admin Costs	167,692	55,897
Radio Site Costs*	1,228,025	1,045,241
Network Technology Costs	8,257	2,752
<b>Total Costs</b>	<b>\$2,793,652</b>	<b>\$1,567,116</b>

<b>Available Cash</b>	<b>Q1</b>	<b>January 2024</b>
Startup Funds Earmarked for Cashflow	500,000	500,000
Residual Startup Funds (from \$3.056 M)	291,000	291,000
User Fee Revenue	2,353,545	470,709
<b>Subtotal (Available Cash)</b>	<b>\$3,144,545</b>	<b>\$1,261,709</b>
<b>Variance</b>	<b>\$350,893</b>	<b>(\$305,407)</b>
Funds transferred as part of transfer agreement**	6,619,000	6,619,000

\* Radio Site Subleases – it will likely take 3-4 months for revenue to be received due to transition logistics. This revenue offsets radio site costs.

Radio Site Leases – approximately 50% of the annual cost site leases of \$1,439,570 is due in January 2024 and will need to be paid in late December 2023

\*\*Funds earmarked for rate stabilization, in-building coverage study and power line replacement

As Q1 2024 is the first billing cycle for the PSERN Operator, and it is taking time to satisfy some agencies of their obligations to pay the PSERN Operator<sup>1</sup>, there is uncertainty around the timing of receipt of user service fee and radio site sub-lease revenue. This, coupled with the front-loading of radio site lease costs in January 2024, means that the PSERN Operator is expected to require the use of some of the \$6.6M in funds transferred from King County as shown above.

<sup>1</sup> In some cases, agencies are requesting documentary evidence of the assignment of SLA's by King County. This is delaying the ability to issue invoices to these agencies if their internal policies require a purchase order before they will accept an invoice.

A summary of research done by Operator staff on the ability use these funds per GASB is provided below.

#### GASB and Restricted Funds

- Although the \$6.619M is earmarked for rate stabilization, in-building coverage study and power line replacement, it cannot be reported on financial statements as restricted.
- GASB 54 states that funds can only be reported as restricted if an external resource provider places stipulations on those funds (i.e. pension funds, escrow funds, etc).
- Internal decisions and policy (e.g. by the Board) can be established to “restrict” the funds but they cannot be reported as restricted on financial statements.
- GASB 54 further states that funds can be reported as either assigned or committed in government-wide financial statements, but proprietary funds cannot assign or commit funds.
- GASB Statement 34 states that government agencies that operate much the same as private businesses must establish a proprietary (enterprise) fund and adopt full accrual accounting, which the Operator has done.
- For the PSERN Operator, there is only one fund and no government-wide funds are established.

As a result of this analysis, the Operator has determined that GASB guidelines for financial reporting allow the \$6.619M to be used to support startup cashflow, if required. As shown in the table above, approximately \$305K may be needed through the month of January assuming all invoices are paid.

Once the PSERN Operator’s cashflow is positive, the \$6.619M would be reported to the Board of Directors and management as “restricted” on internal financial statements.

#### **CONCLUSION/RECOMMENDATION**

This report provides an update on startup expenditures to the end of November 2023 and a forecast to the end of December 2023.

A schedule of anticipated expenditures and cash flows for the first quarter of 2024 has been provided. If necessary, the PSERN Operator will use a portion of the \$6.619 M to meet financial obligations before user fees are paid and cashflow becomes consistent.

**SUPPORTING DOCUMENTATION:**

**Appendix A: PSERN Operator Spending (Year-to-Date and Forecast) – November 2023**

A summary of expenditures to end of November 2023 and forecasted expenditures during PSERN’s startup phase in 2021, 2022 and 2023 (prior to FSA), are provided in the table below.

This covers the administrative staffing and initiatives discussed in prior reports to the board. The table will be updated every month once transactions post to that the applicable account.

<b>PSERN OPERATOR STARTUP SPENDING AS OF NOVEMBER 30, 2023</b>						
<b>Expenditure Category</b>	<b>2021 Actual</b>	<b>2022 Actual</b>	<b>2023 First Half Actual</b>	<b>2023 Forecast Second Half</b>	<b>2023 Second Half Actual</b>	<b>Total Forecasted Operator Costs 2021-2023</b>
Contracted Salaries, Wages & Benefits	\$44,661	\$455,769	\$446,830	436,584.40	\$322,754	\$1,407,353
Insurance	3,488	\$4,513	\$0	6,000	\$11,129	\$14,001
Contracted Services	7,506	30,436	\$52,418	54,720	\$34,687	\$157,023
Professional & Consulting Services	8,413	79,038	\$20,017	175,650	\$106,262	\$289,736
Office/Administrative Expenses	-	83,322	\$299,389	218,732	\$174,672	\$618,325
PSERN-Specific IT Systems		7,850	\$204,764	92,856	\$80,157	\$277,914
Cash Security Deposits/Petty Cash		39,088	\$150			\$39,088
	<u>\$64,068</u>	<u>\$700,015</u>	<u>\$1,023,568</u>	<u>\$984,542</u>	<u>\$729,661</u>	<u>\$2,764,352</u>
				<b>Startup Funds Made Available</b>	<b>\$</b>	<b>3,056,158</b>
				<b>Variance</b>	<b>\$</b>	<b>291,806</b>



# PSERN Board of Directors Staff Report

## Agenda Item #8



**Title:** Transfer Agreement and Ownership Transition  
**Meeting Date:** December 14, 2023  
**PSERN Staff Contact:** Michael Webb, Executive Director  
**Action:** Discussion

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### **SUMMARY:**

This report provides a status update on the execution and closing of the PSERN Transfer Agreement and the additional agreements to be executed directly by the PSERN Operator as referenced in the Transfer Agreement. All agreements are expected to be executed no later than December 22<sup>nd</sup>, 2023.

This report also provides a status update on additional activities underway to enable the PSERN Operator to assume ownership and operational responsibility for the radio system coincident with the closing of the transfer agreement.

### **BACKGROUND:**

At the May 25, 2023 meeting, the Board adopted Resolution 23-03, approving the Puget Sound Emergency Radio Network Transfer Agreement, authorizing the Executive Director of the PSERN Operator to negotiate and finalize terms and conditions of the Agreement in the best interest of the PSERN Operator, and authorizing the Executive Director to execute the Agreement on behalf of the PSERN Operator.

After the May meeting, on September 5, 2023, King County Council passed Ordinance 19665 authorizing the King County executive to enter into an agreement with the PSERN Operator to transfer county-owned assets associated with the Puget Sound Emergency Radio Network.

King County and the PSERN Operator executed the Transfer Agreement on November 20<sup>th</sup>, 2023. A copy of the executed agreement is provided as Appendix A. Please note that the Exhibits included in the Transfer Agreement are being updated and will be executed as part of the closing process discussed below.

### **DISCUSSION:**

#### Transfer Agreement Closing

Since King County Council approved the Transfer Agreement in September, PSERN Project and Operator staff, King County Facilities Management Division (FMD) staff, the King County Prosecuting Attorney's Office (PAO) and the PSERN Operator's legal counsel, Pacifica, have been working to prepare the necessary documents to enable to the agreement to close no later than December 22<sup>nd</sup>, 2023.

King County has made arrangements to have Busch Law Firm PLLC act as escrow agent for this transaction.

The closing documents that will be executed through the escrow process include:

- Assignment and Assumption of PSERN Agreements (Exhibit A-1), including:
  - Motorola contract
  - End user agency service level agreements
  - DAS rebroadcast agreements
- Assignment and Assumption of Leases (Exhibit B-1).
- Bill of Sale for Site-Specific Physical Assets (Exhibit D-2).
- Assignment and Assumption of Site-Specific Third-Party Subleases, Licenses, Permits and Other Agreements (Exhibit E-1).
- Bill of Sale for PSERN Equipment (Exhibit H-1), including:
  - Test equipment
  - Office furniture
  - Additional user radios
  - 9 vehicles

As of December 6<sup>th</sup>, 2023, work is still underway to finalize the agreements to be executed via the escrow process. Escrow closing is forecasted to occur sometime between December 15<sup>th</sup> and 20<sup>th</sup>.

The following items are referenced in the Transfer Agreement but are being transferred outside of the escrow process:

- Project funds to be transferred to the PSERN Operator for specific purposes (Exhibit F):
  - Maloney radio site permanent power solution - \$3M
  - Development of plans for additional In-Building Coverage sites - \$1M
  - Rate Stabilization funds - \$2.6M
- FCC radio licenses and antenna structure registrations (Exhibit A-1).
- Radio system documents (Exhibit G).

These items will be transferred on or before December 22<sup>nd</sup>.

#### Ownership Transition

In addition to the items listed above, the following agreements will be executed by the PSERN Operator but are not part of the Transfer Agreement:

- Leases for King County owned and retained radio sites (Exhibit C-1).
- Sub-leases to be executed directly by the PSERN Operator (Exhibit C-1).
- US Forest Service leases and permits (Exhibit C-2).
- Assignment and Assumption agreements for private site (Motorola) leases.

The PSERN Operator will arrange for the assignment of private site leases to be recorded against the

land title.

To prepare for taking ownership of the radio system, the PSERN Operator will complete the following activities on or before December 22<sup>nd</sup>:

- Binding of property, earthquake and pollution coverage for Motorola private sites – completed as of December 1<sup>st</sup>, 2023.
- Binding of property, earthquake and pollution coverage for all additional radio sites as of the closing date of the Transfer Agreement.
- Establishment of electrical utility accounts for all radio sites, including Motorola private sites.
- Transfer of leased telecommunications services associated with Motorola private sites.
- Registration and insuring of transferred vehicles.
- Verification of radio lease payment obligations, timing and points of contact.
- Issuance of 1Q 2024 service fee invoices to all end user agencies.
- Reconciling capital asset values and timing for entry into the Operator’s financial management system.

In addition to the steps outlined above, a variety of initiatives have been underway to prepare the PSERN Operator to assume operational responsibility for the system from King County. This includes matters related to employment of staff and establishment of operational support processes and tools, which have previously been discussed with the Board.

**CONCLUSION:**

This report has provided a status update on the execution and closing of the PSERN Transfer Agreement and the additional agreements to be executed directly by the PSERN Operator as referenced in the Transfer Agreement.

This report has also provided a status update on additional activities underway to enable the PSERN Operator to assume ownership and operational responsibility for the radio system coincident with the closing of the transfer agreement.

All necessary activities to complete the transfer of ownership and operational responsibility are currently on-track for completion no later than December 22<sup>nd</sup>, 2023.

**SUPPORTING DOCUMENTATION:**

**Appendix A:** Fully Executed Transfer Agreement

## Appendix A

### Fully Executed Transfer Agreement

**PUGET SOUND EMERGENCY RADIO NETWORK (PSERN)  
TRANSFER AGREEMENT**

This **PUGET SOUND EMERGENCY RADIO NETWORK TRANSFER AGREEMENT** (“**Agreement**”) is made and entered by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “**County**”) and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (the “**PSERN Operator**”). The County and the PSERN Operator are also referred to herein individually as a “**Party**” or collectively as “**Parties**.” This Agreement shall be effective as of the date it has been executed by both Parties (the “**Effective Date**”).

**RECITALS**

A. The County, and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila (“**ILA Parties**”) along with the Port of Seattle, have under various interlocal agreements been responsible for the ownership, operation and maintenance of various elements in the current emergency communication system serving King County.

B. The ILA Parties determined that it is in the public interest that a new public safety radio system be implemented 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. The new system is known as the Puget Sound Emergency Radio Network (“**PSERN**” or “**PSERN System**”).

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

D. In 2015, the ILA Parties executed an interlocal agreement designating the County as the lead agency for planning, procurement, financing and implementation of the PSERN System (the “**Implementation ILA**”).

E. As the PSERN lead agency, the County entered into King County Contract Number 5729347 with Motorola Solutions, Inc., for the design, development, implementation, testing, and on-going support, maintenance and upgrade of PSERN (the “**Motorola Contract**”).

F. In 2020, the ILA Parties executed a second interlocal agreement to create the PSERN Operator and to 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 PSERN (the “**Operation ILA**”).

G. Upon and subject to the terms and conditions of this Agreement, the County intends to transfer to the PSERN Operator the County’s interest in the assets and liabilities that comprise the PSERN System, including but not limited to real and personal property interests and certain facilities, improvements, agreements, funding, documents, equipment, permits, licenses, and other related assets and liabilities (collectively, the “**PSERN Assets**”), and the

PSERN Operator intends to assure the Parties' goals of providing the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications, are met.

H. Chapter 39.33 RCW authorizes the Parties to sell, transfer, exchange, lease or otherwise dispose of any property, real or personal, or property rights, on such terms and conditions as may be mutually agreed upon between the Parties.

**AGREEMENT**

Now, therefore, in consideration of the promises and mutual covenants contained herein, and other valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and as provided for in the above-referenced recitals, which are made a part of this Agreement, the Parties hereto covenant and agree as follows:

**ARTICLE 1  
ASSIGNMENT, CONVEYANCE, AND TRANSFER OF PSERN ASSETS**

**1.0 DEFINITION OF PSERN ASSETS.** For purposes of this Agreement, "PSERN Assets" means all of the agreements, leases, subleases, permits, funds, physical assets, third-party subleases, licenses, and easements, documents, other equipment, liabilities, and other things addressed in Sections 1.1 through 1.7 inclusive.

**1.1 CONTRACTS TO BE ASSIGNED.** By assignment substantially in the form of **Exhibit A-1** attached hereto, the County shall assign to the PSERN Operator on the Closing Date (as defined in **Section 5.1**) and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities under the contracts entered into by the County for or in connection with the PSERN System as described in **Exhibit A-2** and the PSERN Assets as described in **Exhibit D-2** (collectively, the "**PSERN Agreements**").

**1.2 LEASES TO BE ASSIGNED; OTHER LEASES.** By assignment substantially in the form of **Exhibit B-1** attached hereto, and subject to the proviso in Section 1.2.2 below, the County shall assign to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities to the following leases, licenses, permits, subleases, easements, and other forms of contract (each, a "**Lease**" and collectively the "**Leases**"):

**1.2.1** All Leases of third-party property that allow assignment without the landlord's written consent, which Leases are identified in **Exhibit B-2**.

**1.2.2** All Leases of third-party property that require landlord's written consent for assignment, which Leases are identified in **Exhibit B-3**. The Parties shall use commercially reasonable good-faith efforts to secure each landlord's written consent for County to assign the Leases identified in Exhibit B-3 to the PSERN Operator prior to the Closing Date so that each of those Leases can be assigned to the PSERN Operator on the Closing Date; provided, that if the Parties are unable to secure one or more required

landlord consents by the Closing Date then the Parties shall thereafter cooperate to secure any remaining landlord consents as soon as reasonably practicable after the Closing Date; and provided further, that if the Parties are unable to timely secure one or more landlord consents by the exercise of all commercially reasonable good-faith efforts, then the Parties shall confer on such further action as may be needed to secure such consent and the Parties shall consider all available options, including but not limited to the exercise of the power of eminent domain.

**1.2.3** Separate from the Leases to be assigned to the PSERN Operator listed in Exhibits B-2 and B-3, the Parties acknowledge that as previously authorized by ordinance of the Metropolitan King County Council: (A) the County is directly leasing portions of five (5) County-owned sites to the PSERN Operator, and (B) the PSERN Operator is subletting to County portions of two (2) sites that the PSERN Operator is acquiring pursuant to this Agreement (collectively, the “**County Leases**”). The County Leases are listed in **Exhibit C-1** for convenience, but are not otherwise the subject of this Agreement.

**1.2.4** In addition to the Leases to be assigned to the PSERN Operator listed in Exhibits B-2 and B-3, as well as the County leases listed in Exhibit C-1, the Parties acknowledge that certain existing leases of property from the United States Forest Service, and certain other real-property permits or licenses, cannot be assigned or transferred, and instead must be replaced with new leases, permits, or licenses to be negotiated separately by PSERN (collectively, the “**USFS Leases**”). The USFS Leases are listed in **Exhibit C-2** for convenience. The County agrees that it will not affirmatively terminate the USFS Lease for any given site (1) for a period of twenty-four months (24) from the Effective Date, or (2) until the PSERN Operator has secured a binding replacement lease for that site, whichever of (1) or (2) comes first. Provided, that the County will cooperate in good faith with the PSERN Operator’s effort to timely secure replacement USFS Leases on terms agreeable to the PSERN Operator; and provided further, that the Parties may negotiate to extend the twenty-four (24) month period described in this Section 1.2.4, and if the Parties agree to an extension then they shall document such extension in a written amendment to this Agreement. Consistent with Section 1.0, the Parties agree that the USFS Leases are PSERN Assets for purposes of this Agreement even though they will not be transferred at Closing.

**1.2.5** The Parties further acknowledge that it is possible that certain other PSERN-related agreements, permits, or licenses may not be assignable and the PSERN Operator may need to negotiate new agreements, permits, or licenses to replace them (collectively, the “**Nontransferable Agreements**”). The Parties shall list any such Nontransferable Agreements in an additional Exhibit C-3 to be addended to this Agreement prior to Closing. If the Parties identify one or more Nontransferable Agreements then the County will not affirmatively terminate such Nontransferable Agreement (1) for a period of twenty-four (24) months from the Effective Date, or (2) until the PSERN Operator has secured a binding replacement agreement for that site, equipment, service, or function, whichever of (1) or (2) comes first. Provided, that the

County will cooperate in good faith with the PSERN Operator's effort to timely secure such replacement agreement on terms agreeable to the PSERN Operator; and provided further, that the Parties may negotiate to extend the twenty-four (24) month period described in this Section 1.2.5, and if the Parties agree to an extension then they shall document such extension in a written amendment to this Agreement. Consistent with Section 1.0, the Parties agree that the Nontransferable Agreements are PSERN Assets for purposes of this Agreement even though they will not be transferred at Closing.

**1.3 SITE-SPECIFIC PHYSICAL ASSETS TO BE TRANSFERRED.**

**1.3.1** The County shall transfer, convey, or assign to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities to the equipment, fixtures, and other physical assets located at each Lease site by bill of sale substantially in the form of **Exhibit D-1**. A non-exhaustive list of the primary equipment, fixtures, and other physical assets to be transferred at each Lease site is attached as **Exhibit D-2**.

**1.3.2** If, after the Closing Date, either Party identifies one or more physical assets not listed in Exhibit D-2 that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental bill of sale substantially in the form of Exhibit D-1 to transfer, convey, or assign such physical assets from the County to the PSERN Operator as soon as reasonably practicable.

**1.4 SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND OTHER AGREEMENTS TO BE ASSIGNED.**

**1.4.1** The County shall assign to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities in all third-party subleases, licenses, permits, and other agreements relating to each Lease site by assignment substantially in the form of **Exhibit E-1**. A non-exhaustive list of third-party subleases, licenses, permits, and other agreements relating to each Lease site is attached as **Exhibit E-2**. The Parties acknowledge that (1) some of these third-parties' agreements have expired and the third-parties are in holdover or similar status, and (2) some of these third-parties are using the Lease sites pursuant to verbal agreements that are not documented. To the best of the County's actual knowledge, all known third-parties using the Lease sites, whether by written, expired or verbal agreement, are identified in Exhibit E-2.

**1.4.2** The Parties shall use commercially reasonable good-faith efforts to ensure that all known third-party subleases, licenses, permits, and other agreements relating to each Lease site are assigned from the County to the PSERN Operator at the Closing Date. If, after the Closing Date, either Party identifies one or more third-party subleases, licenses, permits or other agreements not listed in Exhibit E-2 that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental assignment substantially in the form of Exhibit E-1 to assign such



instruments from the County to the PSERN Operator as soon as reasonably practicable, and the PSERN Operator shall accept such assignment from the County.

**1.5 FUNDS TO BE TRANSFERRED.**

As part of the Closing, the County shall convey and transfer to the PSERN Operator and the PSERN Operator shall accept from the County all of the County’s rights and responsibilities to all funds approved for transfer by the PSERN Joint Board and held by the County at that time for or in connection with the PSERN project (collectively, the “**PSERN Funding**”). Depending on the PSERN Joint Board’s approval, such funds could potentially include the rate stabilization funds and any other reserves then held by the County, all as listed in **Exhibit F**. If and to the extent that the PSERN Joint Board approves the transfer of such funds then the Parties shall cooperate to identify and implement an appropriate mechanism or mechanisms (e.g. wire transfer, check or warrant, interfund transfer, etc.) to transfer the PSERN Funding from the County to the PSERN Operator as part of the Closing.

**1.6 DOCUMENTS TO BE TRANSFERRED.** The County shall convey and transfer to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County’s documents relating to the PSERN radio equipment being transferred to the PSERN Operator (collectively, the “**Radio System Documents**”), including the documents described in **Exhibit G**. The Parties shall cooperate to efficiently transfer the Radio System Documents from the County to the PSERN Operator on the Closing Date. If, after the Closing Date, either Party identifies one or more Radio System Documents not listed in Exhibit G that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly cooperate to transfer such documents from the County to the PSERN Operator as soon as reasonably practicable.

**1.7 OTHER EQUIPMENT TO BE TRANSFERRED.** By bill of sale substantially in the form of **Exhibit H-1**, the County shall convey and transfer title to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County’s rights and responsibilities to all other equipment that the County holds or acquired on behalf of the PSERN project (collectively, the “**PSERN Equipment**”) as of the Closing Date, including the PSERN Equipment described in **Exhibit H-2**. If, after the Closing Date, either Party identifies one or more equipment items not listed in Exhibit H-2 that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental assignment substantially in the form of Exhibit H-1 to assign such equipment from the County to the PSERN Operator as soon as reasonably practicable.

**1.8 RETAINED ASSETS AND KCERCS EQUIPMENT REMOVAL.**

**1.8.1 OWNERSHIP AND REMOVAL OF KCERCS EQUIPMENT FROM CERTAIN LEASED SITES.** The Parties acknowledge that a number of the Leased sites contain equipment formerly used for the former King County Emergency Radio System (“**KCERCS**”), which equipment may be located on towers, in shelters, or in or on related infrastructure at each such site. The PSERN

Operator acknowledges that the KCERCS equipment at each such site belongs to the County and not to the PSERN Operator or the PSERN System. As between the Parties, the County may decommission, remove, and dispose of all KCERCS equipment from the following Lease sites (each of which is more specifically identified in Exhibit B-2, Exhibit B-3, or Exhibit C-2 of this Agreement) at County’s sole cost and expense and in County’s sole discretion:

- A. Crista
- B. Clearview
- C. Snoqualmie Pass
- D. McDonald Mountain
- E. Cambridge
- F. Federal Way
- G. Skyway
- H. Sobieski

**1.8.2 COUNTY’S CONTINUING RIGHT OF ENTRY FOR REMOVAL OF KCERCS EQUIPMENT.** The PSERN Operator acknowledges that KCERCS equipment removal work is ongoing as of the Effective Date and may continue for twelve (12) months or more after the Effective Date. The County will notify the PSERN Operator after all KCERCS equipment removal work has been completed. The County reserves the right and the County’s employees, designated representatives, or agents or contractors have and shall continue to have the right to enter the Lease sites listed in Section 1.8.2 to remove any and all KCERCS equipment located there, and the PSERN Operator hereby acknowledges the County’s reserved right; provided, that in the exercise of such reserved right County will provide to the PSERN Operator reasonable prior notice and will not unreasonably disrupt the PSERN Operator’s use of, or the PSERN Operator’s operations and activities on, any of the Lease sites. The County shall use reasonable efforts to communicate and coordinate with the PSERN Operator regarding the County’s removal of KCERCS equipment. In connection with any such KCERCS equipment removal work, the County agrees to hold harmless, indemnify and defend the PSERN Operator, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees, designated representatives, or agents of the County (“Claims”) caused by or arising out of any act, error or omission of the County, its officers, agents, contractors, subcontractors or employees in entering the Lease sites for the purposes set out in this Section 1.8, except to the extent the Claims are caused by or arise out of any act, error or omission of the PSERN Operator, its officers, agents and employees.

**1.8.3 RETAINED ASSETS.** If the Parties identify any radio system assets to be retained by the County and not otherwise addressed in this Agreement, then they shall document such assets in a new Exhibit I to be addended to this Agreement prior to Closing. Any such retained assets shall not constitute PSERN Assets for any purpose from and after the date of Closing and as between the Parties the County shall bear all responsibility for and liability relating to such retained assets.

**ARTICLE 2  
CONSIDERATION**

**2.1 PSERN ASSETS.** Consistent with Chapter 39.33 RCW, and in consideration of the County's conveyance, assignment, and transfer of the County's rights, responsibilities, interest in and title to the PSERN Assets on the Closing Date, the PSERN Operator hereby covenants to use, operate, maintain, repair, and replace the PSERN Assets to provide the region with uniformly high-quality emergency radio communications with improved coverage and capacity, consistent with the obligations imposed on the PSERN Operator under the Operation ILA. The County hereby agrees that the PSERN Operator's covenant to perform, and its acceptance of responsibility for the PSERN Assets under the terms and conditions set forth in this Agreement, together constitute full and complete consideration for this intergovernmental transaction.

**ARTICLE 3  
WARRANTIES OF THE PARTIES AND CONDITION OF ASSETS**

**3.1 CONDITION OF PSERN ASSETS.** The County has not made, and does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality or condition of the PSERN Assets. The County is transferring the PSERN Assets to the PSERN Operator and the PSERN Operator is acquiring the PSERN Assets and all interest therein as provided for in this Agreement, in an "as-is with all faults" basis with any and all patent and latent defects. Except for the deficiencies and defects disclosed to the PSERN Operator by the County pursuant to Section 3.2, the PSERN Operator is not relying on any representations or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the PSERN Assets, including, without limitation:

**3.1.1** The water, soil and geology in and around the PSERN Assets;

**3.1.2** The physical condition of the PSERN Assets;

**3.1.3** The operating history, projections, valuation or income to be derived from the PSERN Assets;

**3.1.4** The tax consequences of the transfers and other transactions contemplated by this Agreement;

**3.1.5** The suitability of the PSERN Assets for any and all activities and uses that the PSERN Operator or anyone else may conduct thereon;

**3.1.6** The requirement of, or existence of, or compliance with, any licenses, certificates of authority, authorizations, registrations, franchises or similar approvals from any governmental authority;

**3.1.7** The availability or existence of any water, sewer, or other utilities or utility rights;

**3.1.8** The compliance or noncompliance of or by the PSERN Assets or their operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the PSERN Assets;

**3.1.9** The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the PSERN Assets;

**3.1.10** The manner or quality of the construction, materials, equipment and systems incorporated into the PSERN Assets;

**3.1.11** The presence of any wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in or around the PSERN Assets;

**3.1.12** The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the PSERN Assets, and the compliance or noncompliance of or by the PSERN Assets or their operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "**Environmental Law**" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70A.305 ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "**Hazardous Substance**" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

**3.1.13** Any other matter with respect to the PSERN Assets.

**3.2 COUNTY'S LIMITED OBLIGATION TO DISCLOSE CERTAIN KNOWN DEFICIENCIES.** Notwithstanding anything to the contrary in this Article 3, the County shall disclose to the PSERN Operator deficiencies and defects in the PSERN Assets known to the County at or before the Closing Date. For purposes of this Agreement, the phrases "known to the County," "to the County's knowledge," "about which the County has knowledge," and similar

formulations, each mean the present, actual knowledge of: (1) for real-property assets, Steve Rizika, who is an employee of King County, and is the Brokerage Service Unit Manager of the Real Estate Service Section in the Facilities Management Division of the Department of Executive Services; and (2) for personal property assets, Hai Phung, who is an employee of King County, and is Lead Project Manager for the PSERN Project in the Emergency Radio Communications Division of the King County Department of Information Technology. Steve Rizika and Hai Phung each have made no inquiries or investigations with respect to any deficiencies or defects in any of the PSERN Assets at any time prior to Closing and they each have no duty to undertake the same.

**3.3 NO WARRANTIES OF TITLE.** The PSERN Assets shall be conveyed, transferred, or assigned with no warranties of title and shall be subject to all matters affecting the PSERN Assets whether of record or not, including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey or inspection of the PSERN Assets; or (iii) the rights granted to third parties pursuant to any easement, license, lease, sublease, permit, or other instrument.

**3.4 PSERN OPERATOR ACCEPTANCE OF CONDITION OF ASSETS; AS IS TRANSFER AND RELEASE.**

**3.4.1** The PSERN Operator acknowledges and accepts the County's disclaimers in **Section 3.1** and **Section 3.2** of this Agreement.

**3.4.2** The PSERN Operator acknowledges and agrees that it will approve and accept the PSERN Assets and shall acquire the PSERN Assets in "as-is with all faults" basis with any and all patent and latent defects, including, without limitation, the structural condition of the PSERN Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under or emanating from or into the PSERN Assets, and the compliance or noncompliance of or by the PSERN Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. The PSERN Operator further acknowledges and agrees that it is not relying on, and the County is not providing, any representation or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the PSERN Assets and that the conveyance is expressly subject to the disclaimers in **Section 3.1** and **Section 3.2**. The PSERN Operator acknowledges and agrees that the PSERN Operator shall have no recourse against the County for, and waives, releases, and discharges forever the County from, any and all past, present, or future claims or demands, and any and all past, present, or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort), costs, and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the PSERN Operator might have asserted or alleged against the County arising from or in any way related to the PSERN Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture,

transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under or emanating from or into the PSERN Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the PSERN Assets.

**3.4.3 INDEMNIFICATION.** From and after the Closing Date, and except to the extent of any losses, liability, or claims, or any agency orders or requirements, arising directly from a matter relating to the County’s use of the PSERN Assets as those assets existed prior to the Closing Date, of which matter the County had actual knowledge and such matter was not disclosed to the PSERN Operator, the PSERN Operator shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all losses, liability, claims, agency orders or requirements, damage, and expense relating to or arising out of, directly or indirectly, the PSERN Assets and the PSERN Operator’s interest in or use of the PSERN Assets, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration, or escape of Hazardous Substances at, from, into or underneath the PSERN Assets, and the compliance or noncompliance of the PSERN Assets with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations and laws and regulations pertaining to the PSERN Assets.

**3.5 SURVIVAL.** The provisions of **Section 3.4.3** shall survive Closing.

**3.6 RISK OF LOSS.** Prior to the Closing Date, the risk of loss relating to the PSERN Assets shall solely rest with the County. From and after the Closing Date, the risk of loss relating to the PSERN Assets shall solely rest with the PSERN Operator. Risk of loss shall be deemed to include any property damage, including business interruption (collectively, “**Casualty**”), whether or not covered under an all-risk property insurance policy. In no event shall the County be obligated to restore the PSERN Assets in the event of a Casualty that occurs prior to the Closing Date. The PSERN Operator shall be obligated to close on the transaction contemplated herein, and the County will assign any available insurance proceeds from a covered Casualty occurring prior to the Closing Date to the PSERN Operator, on the Closing Date. The County, in its sole discretion, shall have the right, but not the obligation, to elect to promptly repair or restore the Retained Assets in the event of a Casualty. In no event shall a Casualty delay the Closing Date.

**ARTICLE 4  
CONDITIONS TO CLOSING**

**4.1 CONDITIONS TO CLOSING.** The Parties acknowledge and agree that the PSERN Project achieving Full System Acceptance and receipt of the following items, consents, and approvals, are each required as conditions precedent to Closing (as defined in Article 5):

**4.1.1 LEGISLATIVE APPROVAL.**

**4.1.1.1** The County’s performance under this Agreement is subject to approval by ordinance of this Agreement by the Metropolitan King County Council (“**Council**”). The Council provided such approval through passage of Ordinance No. 19665, effective on 9/13/2023.

**4.1.1.2.** The PSERN Operator’s performance under this Agreement is subject to approval by appropriate action of the PSERN Operator’s Board of Directors (“**Board**”). The Board provided such approval through passage of Resolution No. 23-03 effective on May 25, 2023.

**4.1.2 DELIVERY OF DOCUMENTS BY THE COUNTY.** The County shall have delivered to the PSERN Operator at or prior to Closing all documents required by the terms of this Agreement to be delivered to the PSERN Operator.

**4.1.3 DELIVERY OF DOCUMENTS BY THE PSERN OPERATOR.** The PSERN Operator shall have delivered to the County at or prior to Closing all documents required by the terms of this Agreement to be delivered to the County.

**ARTICLE 5  
CLOSING**

**5.1 CLOSING/CLOSING DATE.** The “**Closing**” shall occur when the County transfers the PSERN Assets to the PSERN Operator in accordance with all the terms and conditions of this Agreement, concurrent with or after the conditions of Closing set forth in Article 4 have been met. Closing shall occur within ninety (90) days of receipt of the consents and approvals described in Article 4 hereof. The date on which the “**Closing**” ultimately occurs is referred to as the Closing Date (“**Closing Date**”). The Parties may agree in writing to delay the Closing Date. In all cases, the Closing shall not occur until after Full System Acceptance.

**5.2 PRORATIONS.** The Parties agree that the transaction described herein is exempt from real estate excise tax pursuant to RCW 82.45.010(3(n) and WAC 458-61A-205 and the Parties shall file a real estate excise tax affidavit documenting the exemption as contemplated in such regulation, to be filed by the Chicago Title Company escrow officer assigned to manage the Closing. All other applicable taxes and assessments shall be prorated as of the Closing Date. The County shall pay any other transfer tax due, and its own attorneys’ fees. The PSERN Operator shall pay all escrow fees, and its own attorneys’ fees. Except as otherwise provided in this **Section 5.2**, all other expenses hereunder shall be paid by the Party incurring such expenses.

**5.3 THE COUNTY’S DELIVERY AT CLOSING.** At or before Closing, the County will deliver into escrow the following properly executed documents:

**5.3.1** Executed Assignment of PSERN Agreements, substantially in the form of **Exhibit A-1**;

**5.3.2** Real estate excise tax affidavit (showing that the transaction is exempt) as provided in **Section 5.2**;

**5.3.3** Executed Assignment and Assumption of PSERN Leases, substantially in the form of **Exhibit B-1**;

**5.3.4** Executed Bill of Sale for Site-Specific Physical Assets, substantially in the form of **Exhibit D-1**;

**5.3.5** Executed Assignment and Assumption of Third-Party Subleases, Licenses, Permits, and Other Agreements, substantially in the form of **Exhibit E-1**;

**5.3.6** Executed Bill of Sale for PSERN Equipment, substantially in the form of **Exhibit H-1**; and

**5.3.7** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Agreement.

**5.4 PSERN OPERATOR'S DELIVERY AT CLOSING.** At or before the Closing, the PSERN Operator will deliver into escrow the following properly executed documents:

**5.4.1** Executed Assignment of PSERN Agreements, substantially in the form of **Exhibit A-1**;

**5.4.2** Executed Assignment and Assumption of PSERN Leases, substantially in the form of **Exhibit B-1**;

**5.4.3** Executed Bill of Sale for Site-Specific Physical Assets, substantially in the form of **Exhibit D-1**;

**5.4.4** Executed Assignment and Assumption of Third-Party Subleases, Licenses, Permits, and Other Agreements, substantially in the form of **Exhibit E-1**;

**5.4.5** A counterpart of the real estate excise tax affidavit (showing that the transaction is exempt) as provided in **Section 5.2**;

**5.4.6** Executed Bill of Sale for PSERN Equipment, substantially in the form of **Exhibit H-1**; and

**5.4.7** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Agreement.

## **ARTICLE 6 DISPUTE RESOLUTION**

**6.1** The Parties shall work cooperatively and in good faith to resolve issues associated with this Agreement. The Parties agree to use their best efforts to prevent and resolve potential



sources of conflict at the lowest level possible. Neither Party shall take or join any action in any judicial or administrative forum to challenge the other Party's actions associated with this Agreement, except as set forth in this **Article 6**. Prior to taking or joining any action in any judicial or administrative forum to challenge actions of the other party associated with the Agreement, the Parties shall follow the dispute resolution process herein.

**6.2 NEGOTIATED RESOLUTION.** If a dispute cannot be resolved through ordinary means such as staff-to-staff discussions, then the first step in the dispute resolution process shall be as follows:

**6.2.1** A Party desiring to initiate negotiations (the "**Initiating Party**") may do so by giving written notice to the other Party (the "**Responding Party**") of the basis for the dispute, provided that the Initiating Party shall use commercially reasonable efforts to furnish the Responding Party, as expeditiously as possible, with notice of any dispute once such dispute is recognized, and shall cooperate with the Responding Party in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such dispute.

**6.2.2** The Initiating Party shall, within five (5) business days after giving written notice to the Responding Party of the basis for the dispute, prepare and provide to the Responding Party a written, detailed summary of the basis for the dispute, together with all facts, documents, backup data and other information reasonably available to the Initiating Party that support the Initiating Party's position in the dispute.

**6.2.3** The Initiating Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Responding Party to respond to questions of the Responding Party.

**6.2.4** Within fourteen (14) days after the Initiating Party gives notice of a dispute, (i) the Responding Party shall prepare and provide to the Initiating Party a written, detailed summary, together with all facts, documents, backup data and other information reasonably available to the Responding Party that support the Responding Party's position in the dispute; (ii) the Responding Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Initiating Party to respond to questions of the Initiating Party; and (iii) employees or agents of the Parties who have authority to settle the dispute, along with other parties having knowledge of or an interest in the dispute, shall meet at a mutually acceptable time and place in Seattle, Washington, in an effort to compromise and settle the dispute.

**6.3 MEDIATION.** Any dispute which is not resolved by direct discussions and negotiations as provided in **Section 6.2**. shall be submitted to mediation under the Commercial Mediation Procedures of the American Arbitration Association unless the Parties agree in writing to use other rules. If the Parties cannot agree on the selection of a mediator within ten days (10) of the request for mediation, any Party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation shall occur at any location in Seattle, Washington that the mediator may designate. The mediation shall include the exchange

of written claims and responses, with supporting information, at least ten (10) days prior to the actual mediation. The Parties shall each be responsible for 50% of the cost of the mediator but each Party shall otherwise be responsible for its own costs (including attorneys' fees) incurred in connection with the mediation. The Parties shall conclude mediation proceedings under this **Article 6** within sixty (60) days after the designation of the mediator. If mediation proceedings do not resolve the dispute within such period, and if the Parties do not mutually agree to an extension of such period, then a Party may commence litigation with respect to the dispute.

**6.4 NO PREJUDICE.** Provided the Initiating Party has given notice of the existence of a dispute, no delay in disposing of such dispute while the Parties pursue the dispute resolution procedures shall prejudice the rights of any Party. At the request of the Initiating Party or the Responding Party, the Parties shall enter into an agreement to toll the statute of limitations with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures in **Section 6.2 or 6.3**. Positions expressed, responses given, and information submitted in any dispute resolution process under this **Article 6** shall not be admissible as evidence in any subsequent dispute resolution, litigation, or other legal proceeding.

**6.5 EMERGENCY.** If either Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to or loss of all or part of the PSERN Assets, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice a Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in this **Article 6**.

**6.6 PERFORMANCE NOT EXCUSED.** During the pendency of any dispute resolution process under this **Article 6**, or any litigation or other proceeding to resolve a dispute between the Parties arising out of this Agreement, the Parties shall diligently continue to perform their duties under this Agreement in good faith so that the purposes of this Agreement are not frustrated.

**ARTICLE 7  
TRANSITION PERIOD**

**7.1 TRANSITION AFTER CLOSING DATE.** The Parties acknowledge that certain additional actions required to facilitate the transfer of the PSERN Assets likely cannot be completed by the Closing Date (collectively, the "**Transition Activities**") and for a period of twelve (12) months after the Closing Date (as such date may be extended by the Parties), the County will make available at reasonable times to the PSERN Operator certain County staff members familiar with the PSERN Assets (the "**PSERN Information Staff**") to answer the PSERN Operator's questions relating to the ownership and operation of the PSERN Assets. For any such work performed by PSERN Information Staff whose positions are not funded by PSERN levy proceeds, the County will invoice the PSERN Operator for the time incurred at such staff member's "fully loaded" hourly rate, and the PSERN Operator will pay such invoices within thirty (30) days of receipt. The provisions of this Section 7.1 shall survive Closing.

**ARTICLE 8  
RESERVED**

**ARTICLE 9  
MISCELLANEOUS PROVISIONS**

**9.1 MERGER.** Any statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall merge in, and not survive the Closing of the transaction contemplated by this Agreement, unless such expressly survives Closing as provided for in this Agreement.

**9.2 DEFAULT; LIMITATION ON LIABILITY.**

**9.2.1 DEFAULT BY PSERN OPERATOR.** In the event Closing does not occur due to default by the PSERN Operator, the County's sole and exclusive remedy shall be to terminate this Agreement.

**9.2.2 DEFAULT BY THE COUNTY.** In the event Closing does not occur due to default of the County, the PSERN Operator's sole and exclusive remedy shall be to terminate this Agreement.

**9.2.3 LIMITATION ON LIABILITY.** EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN THIS SECTION 9.2.3. OR ELSEWHERE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR PURSUANT TO THIS AGREEMENT FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS OR USE OF PROPERTY, OR COST OF CAPITAL, WHETHER IN AN ACTION FOR CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR EXISTENCE OF SUCH DAMAGES.

**9.3 TIME.**

**9.3.1 TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**9.3.2 COMPUTATION OF TIME.** Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

**9.4 NOTICES.** Any and all notices or other communications required or permitted to

be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

**If to the PSERN Operator:**

Executive Director  
19717 62nd Ave S, Suite E-102  
Kent, WA 98032  
Attn: Executive Director  
PSERN-Operator@kingcounty.gov

With a copy to:

Pacifica Law Group LLP  
1191 2<sup>nd</sup> Ave, Suite 2000  
Seattle, WA 98101  
Attn: Deanna Gregory, Partner

**If to the County:**

King County Department of Information Technology  
401 5<sup>th</sup> Avenue Suite 600  
Seattle, WA 98104  
Attn: George Vida, KCIT CFO  
[George.Vida@kingcounty.gov](mailto:George.Vida@kingcounty.gov)  
206-263-7899

With a copy to:

King County Prosecuting Attorney's Office  
Civil Division  
701 5<sup>th</sup> Avenue, Suite 600  
Seattle, WA 98104  
Attention: Chief Civil Deputy

**9.5 ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written amendment to this Agreement and signed by the Parties.

**9.6 SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**9.7 WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**9.8 BINDING EFFECT.** Subject to **Section 9.13**, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**9.9 LEGAL RELATIONSHIPS.** The Parties to this Agreement execute and implement this Agreement solely as the County and the PSERN Operator. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

**9.10 CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**9.11 GOVERNING LAW AND VENUE.** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**9.12 NO THIRD PARTY BENEFICIARIES.** This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**9.13 ASSIGNMENT.** Neither Party will assign this Agreement or any part thereof without the written consent of the other Party. Any attempted assignment without said consent shall be void.

**9.14 NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

**9.15 INDEMNIFICATION TITLE 51 WAIVER.** The indemnification provisions in **Section 1.8.3** and **Section 3.4.3** of this Agreement are specifically and expressly intended to constitute a waiver of the indemnifying Party’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects the indemnified Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnifying Party’s employees. The Parties acknowledge that these indemnity provisions were specifically negotiated and agreed upon by them. This provision shall survive Closing.

**9.16 COUNTERPARTS.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**9.17 FURTHER ASSURANCES, INTERESTS AND AGREEMENTS.** In addition to the acts recited in this Agreement and contemplated to be performed at Closing, the County and the PSERN Operator agree to cooperate, to perform such other acts, and to execute and deliver such other documents and interests, as either the County or the PSERN Operator, or their respective counsel, may reasonably require to effectuate the intent of this Agreement. The requirements of this **Section 9.17** shall survive Closing.

**9.18 CONFLICTING PROVISIONS.** Except as otherwise expressly provided herein, in the event of any conflict between this Agreement and any other agreement between the Parties with respect to the PSERN Assets, this Agreement will control.

**9.19 EXHIBITS.** The following exhibits described below and attached hereto are fully incorporated into this Agreement by this reference:

- EXHIBIT A-1            Form of Assignment of PSERN Agreements
- EXHIBIT A-2            List of PSERN Agreements
- EXHIBIT B-1            Form of Assignment of PSERN Leases
- EXHIBIT B-2            List of PSERN Leases Not Requiring Landlord Consent to Assign
- EXHIBIT B-3            List of PSERN Leases Requiring Landlord Consent to Assign
- EXHIBIT C-1            List of County Leases Not Covered by Transfer Agreement

- EXHIBIT C-2 List of Nontransferable USFS Leases and Other Non-Transferable Real Property Licenses and Permits
- EXHIBIT D-1 Form of Bill of Sale for Site-Specific Physical Assets
- EXHIBIT D-2 Non-Exhaustive List of Site-Specific Physical Assets
- EXHIBIT E-1 Form of Assignment of Site-Specific Third-Party Subleases, Licenses, Permits, and Other Agreements
- EXHIBIT E-2 Non- Exhaustive List of Site-Specific Third-Party Subleases, Licenses, and Other Agreements
- EXHIBIT F List of PSERN Funds to be Transferred
- EXHIBIT G List of Radio System Documents
- EXHIBIT H-1 Form of Bill of Sale for PSERN Equipment
- EXHIBIT H-2 Non- Exhaustive List of PSERN Equipment

**SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE**

EXECUTED on the dates set forth below.

**KING COUNTY (FMD)**

By:   
 Name: **Anthony O. Wright, Director**  
**Facilities Management Division**  
 Title: \_\_\_\_\_  
 Date: 11.16.2023

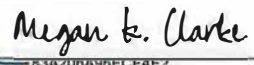
**PSERN OPERATOR**

DocuSigned by:  
 By:   
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 Name: **Michael Webb**  
 Title: **Executive Director**  
 Date: 11/14/2023

DocuSigned by:  
  
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Approved as to form for PSERN Operator  
 Attorney, Pacifica Law Group LLP  
 Title: \_\_\_\_\_

**KING COUNTY (KCIT)**

DocuSigned by:  
 By:   
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 Name: **Megan K. Clarke**  
 Title: **Chief Information Officer**  
 Date: 11/14/2023

DocuSigned by:  
  
 524E3879ACE14FC...

Approved as to form for King County  
 Senior Deputy Prosecuting Attorney



**EXHIBIT A-1**

**FORM OF ASSIGNMENT OF PSERN AGREEMENTS**

**EXHIBIT A-1**

**ASSIGNMENT AND ASSUMPTION OF PSERN AGREEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF PSERN AGREEMENTS (this "Assignment") is made and entered into by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington ("Assignor"), and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW ("Assignee") Assignor and Assignee are also referred to herein individually as a "Party" and collectively as the "Parties." This Assignment shall be effective as of the Closing Date as that term is defined in in that certain PSERN Asset Transfer Agreement (the "Agreement") executed by and between Assignor and Assignee and on file with them.

**RECITALS**

A. Assignor is a party to those certain contracts and other agreements listed in Exhibit A attached hereto and pertaining to or in connection with the PSERN System as that term is defined in the Agreement.

B. Agreement Section 1.1 calls for the County to assign to the PSERN Operator and for the PSERN Operator to accept from the County on the Closing Date all of the County's rights and responsibilities under the contracts entered into by the County for or in connection with the PSERN System, including the contracts and agreements that are the subject of this Assignment (collectively, the "PSERN Agreements").

C. In furtherance of the Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under PSERN Agreements upon the terms hereinafter set forth; and Assignee desires to accept such assignment and transfer and to assume all of Assignor's obligations and liabilities under and with respect to the PSERN Agreements upon the terms hereinafter set forth.

D. Assignor has separately provided to Assignee copies of the PSERN Agreements that are listed in Exhibit A and that are being assigned through this Assignment.

**AGREEMENT**

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties acknowledge and agree to the following:

1. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, obligations, and interest in, to and under the PSERN Agreements, to have and to hold the same unto Assignee, its successors and assigns, subject to the terms, covenants and conditions contained in the PSERN Agreements.

2. Assignee acknowledges that it has received the copies of the PSERN Agreements delivered by Assignor as stated in Recital D. Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of the PSERN Agreements from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of each and every one of the PSERN Agreements to be observed or performed by Assignee as a party thereunder from and after the Closing Date, and Assignee hereby assumes all duties, liabilities and obligations arising out of or relating to each and every one of the PSERN Agreements or arising out of the acts or events occurring or

conditions existing with respect to each and every one of the PSERN Agreements from and after the Closing Date.

3. Assignee will indemnify, defend, and hold Assignor and its affiliates, agents, directors, officers, and employees (the “**Assignor Parties**”) harmless from and against any and all claims brought against, or damages or incurred by, the Assignor Parties in connection with any act, omission, or obligation of Assignee or its employees, agents, contractors, and consultants (the “**Assignee Parties**”), arising or accruing in connection with this Assignment, or arising out of or related to Assignee’s obligations as a party under each and every one of the PSERN Agreements and committed or alleged to have been committed on or after the Closing Date.

4. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments among the PSERN Agreements and their respective successors and assigns.

5. This Assignment, together with the Agreement, constitute the entire, full and complete agreement concerning the assignment and assumption of the PSERN Agreements and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements regarding the same. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, relating to the assignment other than those set forth in this Assignment and the Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Assignment may be implied into this Assignment. If there is any conflict or inconsistency between the Agreement and this Assignment as to the identity of the contracts being assigned through this Assignment, then this Assignment shall control. If there is any conflict or inconsistency between the Agreement and this Assignment as to any other matter addressed in the Agreement, then the Agreement shall control.

6. This Assignment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, and all of which taken together shall constitute one and the same Assignment. This Assignment may be accepted and signed in electronic form (e.g. by an electronic or digital signature or other means of demonstrating assent) and each Party’s electronic acceptance and signature will be deemed binding between the Parties.

7. This Assignment shall be construed according to the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

8. Each Party hereto represents and warrants that the person executing this Assignment on behalf of said Party has the authority to execute this Assignment and to bind the Party for which such person so executes this Assignment.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment as of the latest date and year set forth below.

**ASSIGNOR:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: Megan Clarke  
Title: King County Chief Information Officer

**Approved as to form for Assignor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PSERN OPERATOR  
a public nonprofit corporation organized under Chapter 24.06 RCW

By: \_\_\_\_\_  
Name: Michael Webb  
Title: Executive Director, PSERN Operator

**Approved as to form for Assignee:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**[LIST OF ASSIGNED PSERN AGREEMENTS (copy of PSERN Asset Transfer Agreement Exhibit A-2)]**

**EXHIBIT A-2**  
**LIST OF PSERN AGREEMENTS**

**PSERN Transfer Agreement, Exhibit A2: Non-Lease PSERN Project Agreements**

1) Contracts Type	Contractor/Vendor	Contract No.	Exp. Date	Note
Agreement	WSDOT	623583		No expiration date. WSDOT agreement for Snoqualmie power. Either party can terminate based on certain stipulations. It's assignable. Not tied to a lease.
Technical/ Professional Services	Slantec	5522033	60 days after FSA	
Goods & Services	Cummins, Inc	6236076	2/1/2026	This is a piggy back on a state contract. It provides 3 years planned equipment maintenance at 33 radio sites, as well as renewal of an annual service agreement for the MQ1 and MQ2 generators at the Deception Creek Radiosite in Sky komish.
Goods & Services	Motorola Solutions, Inc	5729347	12/14/2034	System Vendor with certain warranties. Also, Motorola has leases that have to be assigned to the Operator but they are part of M5 contract.
Interagency Agreement	Tacoma Water (TPU) and King County	NA	In perpetuity	Power for M5 and Radio Site
Fiber Agreement	City of Seattle	Agreement #33	8/29/2037	Agreement contains wording transferring the ownership to the Operator. Sharing of Fiber Optic Installation Projects. Allows PSERN to use fiber. 20 year renewal option.

2) Federal Communications Commission (FCC) Licenses - agreements to operate FCC allocated spectrum by the PSERN system. (95 separate FCC licenses; further information available on request from PSERN Project staff)

3) DAS Frequency Rebroadcast Agreements - agreements required by the FCC allowing owners of buildings with distributed antenna systems (DAS) to boost the PSERN signal inside of buildings to enhance first responder communications. (See attached list on page 3 of this exhibit)

4) Federal Communications Commission Antenna Structure Registration (ASR) - Registration numbers assigned by the FCC in coordination with the FAA for towers over 200' in height or that might interfere with flight path of a nearby airport. (Further information available on request from the PSERN Project Staff or PSERN Operator Staff).

**5) Interlocal Agreements (IIAs) & Memorandum of Agreement (MOA)**

- 1) Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement
- 2) Memorandum of Agreement relating to the ownership, governance and management of the Puget Sound emergency radio network after construction.
- 3) Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement

**6) Radio End User Service Level Agreements (SLAs) with (113 Parent) Agencies & (11 Parent) Dispatch Centers SLA Agreements:**

- Radio End User Dispatch Center SLA City of Bothell Police Department
- Radio End User Dispatch Center SLA City of Issaquah Police Department
- Radio End User Dispatch Center SLA KC Department of Adult and Juvenile Detention
- Radio End User Dispatch Center SLA City of Redmond
- Radio End User Dispatch Center SLA NOR COM
- Radio End User Dispatch Center SLA Sound Transit
- Radio End User Dispatch Center SLA University of Washington Police Department
- Radio End User Dispatch Center SLA City of Enumclaw Police Department
- Radio End User Dispatch Center SLA King County Sheriff's Office
- Radio End User Dispatch Center SLA Valley Communications Center
- Radio End User Dispatch Center SLA City of Seattle
- Radio End User SLA Airlift Northwest
- Radio End User SLA Algona Police Department
- Radio End User SLA Bloodworks Northwest
- Radio End User SLA Cedar River
- Radio End User SLA Catholic Health Initiatives
- Radio End User SLA City of Auburn
- Radio End User SLA City of Bellevue
- Radio End User SLA City of Black Diamond
- Radio End User SLA City of Bothell Police Department
- Radio End User SLA City of Burien
- Radio End User SLA City of Carnation
- Radio End User SLA City of Covington
- Radio End User SLA City of Des Moines
- Radio End User SLA City of Duwall
- Radio End User SLA City of Enumclaw Police Department
- Radio End User SLA City of Federal Way
- Radio End User SLA City of Issaquah Police Department
- Radio End User SLA City of Kenmore
- Radio End User SLA City of Kirkland
- Radio End User SLA City of Lake Forest Park
- Radio End User SLA City of Maple Valley
- Radio End User SLA City of Medina
- Radio End User SLA City of Mercer
- Radio End User SLA City of Newcastle
- Radio End User SLA City of Normandy Park Police Department
- Radio End User SLA City of Pacific Police Department
- Radio End User SLA City of Redmond
- Radio End User SLA City of Renton
- Radio End User SLA City of Sammamish
- Radio End User SLA City of Seattle
- Radio End User SLA City of Seattle
- Radio End User SLA City of Shoreline
- Radio End User SLA City of Snoqualmie
- Radio End User SLA City of Tukwila
- Radio End User SLA City of Woodinville
- Radio End User SLA City of Kent
- Radio End User SLA Clyde Hill Police Department
- Radio End User SLA Covington Water District
- Radio End User SLA Enumclaw Fire and Rescue
- Radio End User SLA Enumclaw Fire Dept
- Radio End User SLA Enumclaw School District
- Radio End User SLA Evergreen Health
- Radio End User SLA Bellevue School District
- Radio End User SLA Centric Energy
- Radio End User SLA King County Fire District 50
- Radio End User SLA King County Council
- Radio End User SLA Seattle Housing Authority
- Radio End User SLA Seattle School District
- Radio End User SLA Snoqualmie Tribe
- Radio End User SLA Veterans Affairs Medical Hospital
- Radio End User SLA Water District 90
- Radio End User SLA Fairfax Behavioral Health
- Radio End User SLA Federal Way Public Schools
- Radio End User SLA Harborview Medical Center
- Radio End User SLA Highline School District
- Radio End User SLA Highline Water District
- Radio End User SLA Issaquah School District
- Radio End User SLA Kaiser Permanente
- Radio End User SLA King County Fire District 20
- Radio End User SLA King County Fire District 2
- Radio End User SLA King County Fire District 27
- Radio End User SLA King County Fire District 45 Duwall
- Radio End User SLA King County Department of Information Technology
- Radio End User SLA King County Sheriff's Office
- Radio End User SLA Kent School District
- Radio End User SLA King County Fire District 44 Mountain View
- Radio End User SLA King County Fire District 47
- Radio End User SLA King County Water District 49
- Radio End User SLA King County Water District 20
- Radio End User SLA Marysville School District





**Executed Rebroadcast Agreements**

<b>Company or Building Name</b>	<b>Column1</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
Bothell Fire Station 45		Bothell	WA	98021
Sound Transit Angle Lake SO0 Signal House		SeaTac	WA	98188
Sound Transit Angle Lake SO1 Signal House		SeaTac	WA	98188
Artix		Seattle	WA	98109
Clark Children and Family Justice Center		Seattle	WA	98122
Climate Pledge Arena		Seattle	WA	98109
King County Correctional Facility		Seattle	WA	98104
King County Court House		Seattle	WA	98104
King Street Center		Seattle	WA	98104
Lumen Field		Seattle	WA	98134
Roystone Apartments		Seattle	WA	98109
Sound Transit - Northgate Station and Parking Garage		Seattle	WA	98125
Sound Transit N11 North TPSS and South Signal House		Seattle	WA	98115
The Rise on Madison		Seattle	WA	98104
UW Medical Center		Seattle	WA	98195
WSDOT: SR99 Tunnel, North Ops Bldg		Seattle	WA	98109

\*Addresses and other location information available on request from PSERN project staff

**EXHIBIT B-1**  
**FORM OF ASSIGNMENT OF PSEAN LEASES**

**EXHIBIT B-1**

**ASSIGNMENT AND ASSUMPTION OF LEASE[S]**

*[[With landlord consent if required]]*

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington ("Assignor"), and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW ("Assignee") *[[ , and (INSERT LANDLORD NAME), a (INSERT LANDLORD FORM OF ENTITY) ("Landlord").]]* Assignor and Assignee *[[and Landlord]]* are also referred to herein individually as a "Party" and collectively as the "Parties." This Assignment shall be effective as of the Closing Date as that term is defined in in that certain PSERN Asset Transfer Agreement (the "Agreement") executed by and between Assignor and Assignee and on file with them.

**RECITALS**

A. Assignor is the lessee under those certain communication site leases listed in Exhibit A attached hereto for the premises (collectively, the "Leased Premises") and for the terms more particularly described in each of those leases (collectively, the "Leases"). *[[Assignor and Landlord are parties to that certain communication site lease dated \_\_\_\_\_ (the "Lease") for the premises located at \_\_\_\_\_, as more particularly described in the Lease, King County Lease # \_\_\_\_\_ (the "Leased Premises").]]*

B. Agreement Section 1.2 calls for the County to assign to the PSERN Operator and for the PSERN Operator to accept from the County on the Closing Date all of the County's rights and responsibilities to those certain leases and other instruments identified in Exhibits B-2 and B-3 to the Agreement, including the Lease[s] that are [is] the subject of this Assignment.

C. In furtherance of the Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under the Lease[s] upon the terms hereinafter set forth; and Assignee desires to accept such assignment and transfer and to assume all of Assignor's obligations and liabilities under and with respect to the Lease[s] upon the terms hereinafter set forth.

D. Assignor has separately provided to Assignee copies of the executed leases that are listed in Exhibit A and that are being assigned through this Assignment. *[[A copy of the executed lease being assigned is attached as Exhibit A to this Assignment.]]*

E. *[[Landlord desires to consent to such assignment and transfer upon the terms hereinafter set forth.]]*

**AGREEMENT**

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties acknowledge and agree to the following:

1. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, obligations, title and interest in, to and under the Lease[s], to have and to hold the same unto Assignee, its successors and assigns forever, subject to the terms, covenants and conditions

contained in the Lease[s].

2. *[[Where LL consent not required: Assignee acknowledges that it has received the copies of the executed Leases delivered by Assignor as stated in Recital D.]]* Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of the Lease[s] from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of *[each and every one of]* the Lease[s] to be observed or performed by the lessee thereunder from and after the Closing Date, and Assignee hereby assumes all duties, liabilities and obligations arising out of or relating to *[each and every one of]* the Lease[s] or arising out of the acts or events occurring or conditions existing with respect to *[each and every one of]* the Lease[s] from and after the Closing Date.

3. Assignee will indemnify, defend, and hold Assignor and its affiliates, agents, directors, officers, and employees (the “**Assignor Parties**”) harmless from and against any and all claims brought against, or damages or incurred by, the Assignor Parties in connection with any act, omission, or obligation of Assignee or its employees, agents, contractors, and consultants (the “**Assignee Parties**”), arising or accruing in connection with this Assignment, or arising out of or related to Assignee’s obligations as lessee under *[each and every one of]* the Lease[s] and committed or alleged to have been committed on or after the Closing Date.

4. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments comprising the Lease[s] and their respective successors and assigns.

5. This Assignment, together with the Agreement, constitute the entire, full and complete agreement concerning the assignment and assumption of the Lease[s] and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements regarding the same. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, relating to the assignment other than those set forth in this Assignment and the Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Assignment may be implied into this Assignment. If there is any conflict or inconsistency between the Agreement and this Assignment as to the identity of the lease[s] being assigned through this Assignment, then this Assignment shall control. If there is any conflict or inconsistency between the Agreement and this Assignment as to any other matter addressed in the Agreement, then the Agreement shall control.

6. This Assignment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, and all of which taken together shall constitute one and the same Assignment. This Assignment may be accepted and signed in electronic form (e.g. by an electronic or digital signature or other means of demonstrating assent) and each Party’s electronic acceptance and signature will be deemed binding between the Parties.

7. This Assignment shall be construed according to the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

8. Each Party hereto represents and warrants that the person executing this Assignment on behalf of said Party has the authority to execute this Assignment and to bind the Party for which such person so executes this Assignment.

9. *[[Pursuant to Section \_\_\_ of the Lease, Landlord hereby consents to such assignment and transfer of the Lease from Assignor to Assignee and to such assumption by Assignee, as provided in this Assignment and in the Lease. Provided further, and as set forth in Section \_\_\_ of the Lease, Landlord forever releases and discharges Assignor from all duties, obligations and liabilities as Lessee under the*

*Lease to the extent that such duties, obligations and liabilities arise on or after the Closing Date.]]*

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the latest date and year set forth below.

**ASSIGNOR:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: Anthony O. Wright  
Title: Director, Facilities Management Division

**Approved as to form for Assignor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PSERN OPERATOR  
a public nonprofit corporation organized under Chapter 24.06 RCW

By: \_\_\_\_\_  
Name: Michael Webb  
Title: Executive Director, PSERN Operator

**Approved as to form for Assignee:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[[LANDLORD:**

*NAME*  
*ENTITY TYPE*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***Approved as to form for Landlord:***

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*]]* \_\_\_\_\_

**ASSIGNOR/KING COUNTY**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such county for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

**ASSIGNEE/PSERN OPERATOR**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the PSERN OPERATOR, a public nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

**[[LANDLORD]]**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such \_\_\_\_\_ for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)



**EXHIBIT A**

**[For the set of leases not requiring landlord consent – LIST OF ASSIGNED LEASES (copy of PSERN Asset Transfer Agreement Exhibit B-2)]**

**[For each lease requiring landlord consent – COPY OF EXECUTED LEASE (leases listed in PSERN Asset Transfer Agreement B-3)]**

**EXHIBIT B-2**

**LIST OF PSEEN LEASES NOT REQUIRING LANDLORD CONSENT TO ASSIGN**

**King County Transfer Agreement**

**Leases Not Requiring Landlord Consent to Assign**

**EXHIBIT B-2**

1-18-2022

Site Name	Address	City	Landlord	Site Parcel #	Current Term	Renewal Options	
						# of Renewal Options	Renewal Term (Years)
Bandera	Bandera State Park, Tinkham Road	North Bend	Washington State Parks and Recreation Commission	1622109010	20	0	N/A
Bellevue City Hall	450 110th Ave, NE	Bellevue	City of Bellevue	3225059199	10	4	5
Bellevue Station 9	12412 Newcastle Way	Bellevue	City of Bellevue	1951820080	25	3	5
Cambridge	3300 South 264th Street	Kent	City of Kent	2722049157	25	0	N/A
Cambridge - Access Easement	3300 South 264th Street	Kent	Puget Sound Regional Fire Authority	2722049014	25 (Concurrent with KC Cambridge Lease with City of Kent)	N/A	N/A
Capitol Hill	1729 East Madison Street	Seattle	Cascade Public Media (KCTS)	7234601065; 7234601070	25	3	5
Cherryview - Sublease	8010 180th Street SE	Snohomish	Snohomish County 911	27051400106200	25	3	5
Cougar Mountain - WSDOT Tower	18201 Southeast Cougar Mountain Drive	Issaquah	Washington State Department of Transportation	3024069017	5 (Concurrent with WSDOT Prime Lease)	Unlimited	5
CRISTA - Original Lease	19303 Fremont Avenue North (aka 19301 Kings Garden Drive North)	Seattle	CRISTA Ministries	0626049164	10	0	0
CRISTA - New Lease	19301 Kings Garden Drive North	Shoreline	CRISTA Ministries	0626049164	18	3	5
Deer Creek	No Property Address (NW1/4 of Sec. 18, T27N, R10E, W.M.)		State of Washington, Department of Natural Resources	27101800100100	25	1	1
East Tiger	No Property Address	Issaquah	State of Washington, Department of Natural Resources	0823079001	25	1	1
Education Hill	10365 172nd Avenue NE	Redmond	City of Redmond	3626059031	25	3	5
Federal Way	3203 South 360th	Auburn	South King Fire and Rescue	2721049034	25	3	5
Grass Mountain - DNR Ground	No Property Address (Site is in NE1/4 of SW1/4 of Sec. 21, T.20N, R.8E, W.M.)	N/A	State of Washington, Department of Natural Resources	2120089018	25	1	1
Grayak	No Property Address (parcel is on southwest corner of intersection of I-90 East and NF-906)	Snoqualmie Pass	Washington State Department of Transportation	028335	10	2	10
Internet Repeater	12523 SE 286th Place	Auburn	City of Kent	3322059177	25	0	N/A
King Lake	King Lake Road	Monroe	Washington State Patrol	27072100300100	13 yrs, 10 mos, 15 days (Concurrent with WSP Prime Lease Current Term)	0	N/A
McDonald	36500 SE 295th St.	Ravensdale	State of Washington, Department of Natural Resources	0121079001	20	3	10
McDonald - Access & Utility Easement	No Property Address (See Site Parcel #'s)	Ravensdale	Mariani LLC	032107-9036-04; 032107-9041-07; 032107-9045-03	Perpetual	N/A	N/A
Northwest	8526 Roosevelt Way NE	Seattle	The City of Seattle, Department of Finance and Administrative Services	5100400231	25	0	N/A
Orway Hill	16206 104th Avenue NE	Bothell	City of Bothell	5690500065	25	3	5
Palmer	No Property Address (Public ROW southwest of I-90 & north of SE Homestead Valley Road, in King County)	N/A	Washington State Department of Transportation	No Parcel # (public right-of-way)	10	2	10
Preston	5535 308th Ave SE	Issaquah	State of Washington, Department of Natural Resources	2024079004	25	1	1
Renton City Hall	1055 S. Grady Way	Renton	City of Renton	1723059023	25	0	N/A
Skyway	6805 South 124th Street	Seattle	Skyway Water & Sewer District	7812801870	25	3	5
Wampede Pass	2856 FS Road 4100-126	Easton	KITTCOM (Kittitas County 9-1-1)	448834	25	3	5
Wquamish	22063 Dewberry Road NE	Indianola	Squamish tribe of the Port Madison Indian Reservation	2926089004	25	1	<25
Wan	39025 NE North Fork Road	Duvall	The City of Seattle, Seattle Public Utilities Department	2926089004	25	3	5
Wicoma	5225 Tower Drive NE	Tacoma	City of Tacoma	0321153026	30	2	5
Winkham	56500 Tinkham Road	North Bend	Washington State Department of Transportation	0622109011	10	2	10

Site Name	Address	City	Landlord	Site Parcel #	Current Term	Renewal Options	
						# of Renewal Options	Renewal Term (Years)
Valley Communications Center	27519 108th Ave, SE	Kent	Valley Communications Center	3222059195	7 Yrs, 10 Mos, 14 Days	0	0
West Seattle	6900 36th Ave SW	Seattle	The City of Seattle, Department of Finance and Administrative Services	2489200285	25	3	5
West Tiger	10812 279th Ave, SE	Issaquah	State of Washington, Department of Natural Resources	0623079002	25	1	1

**EXHIBIT B-3**

**LIST OF PERN LEASES REQUIRING LANDLORD CONSENT TO ASSIGN**

**King County Transfer Agreement**

**Cases Requiring Landlord Consent to Assign**

**EXHIBIT B-3**

1/18/2022

Site Name	Address	City	Landlord	Site Parcel #	Current Term (Years)	# of Renewal Options	Renewal Term (Years)
Cougar Mountain - USACE Ground	18201 Southeast Cougar Mountain Drive	Issaquah	United States of America, Secretary of the Army	3024069017	5	0	N/A
Cass Mountain - FAA Shelter	No Property Address (Site is NW of SE Enumclaw Chinook Pass Road, in King County)	N/A	Federal Aviation Administration	2120089018	Approx. 20 (expires concurrently with KC's Ground Lease with DNR)	0	N/A
Three Lakes (MLA/SLA)	21933 89th Street SE	Monroe	Public Utility District No. 1 of Snohomish County	29073300200700	4 yrs, 5 mos, 5 days	2	5

**EXHIBIT C-1**

**LIST OF COUNTY LEASES AND SUBLEASES NOT COVERED BY TRANSFER AGREEMENT**

**King County Transfer Agreement**  
**Leases & Subleases Not Covered By Transfer Agreement**  
**EXHIBIT C-1**  
**6/22/2023**

Site Name	Address	City	Landlord	Site Parcel #	Term (Years)	# Of Renewal Options	Renewal Term (Years)	Authorizing Ordinance
Rattlesnake*	14600 Rattlesnake Road SE	Snoqualmie	King County	2023089021	20	2	5	19510
RCECC*	3511 NE 2nd Street	Renton	King County	1623059138	20	2	5	19505
Ring Hill*	22705 NE Old Woodinville-Duvall Road	Woodinville	King County	0926069015; 1026069007	20	2	5	19504
Squak Mountain*	10900 Squak Mountain Road South	Issaquah	King County	0423069017	20	2	5	19512
Top Hat*	206 SW 112th Street	Seattle	King County	623049375	20	2	5	19511
West Seattle**	6900 36th Ave SW	Seattle	PSERN Operator	2489200285	20	2	5	To be Filled in After KCC Approval
Skyway**	6805 South 124th Street	Seattle	PSERN Operator	7812801870	20	2	5	To be Filled in After KCC Approval

\*Leases from King County to PSERN are not exempt from Council approval under K.C.C. 4A.100.070.D.5 and required Council approval under K.C.C. 4.56.190.

\*\*Subleases from PSERN to King County are not exempt from Council approval under K.C.C. 4A.100.070.D.5 and required Council approval under K.C.C. 4A.100.070.D.4.a.



**EXHIBIT C-2**

**LIST OF NON-TRANSFERABLE USFS LEASES AND OTHER NON-TRANSFERABLE  
REAL-PROPERTY LICENSES AND PERMITS**

# King County Transfer Agreement

## Nontransferable USFS Leases & Other Non-Transferable Real Property Licenses & Permits

### EXHIBIT C-2

10-18-2022

Site Name	Type of Agreement	Address	City	Landlord	Site Parcel #
Cougar Mountain	Special Use Permit - Access	Cougar Mountain Regional Wildland Park	Issaquah	King County, Facilities Management Division, Permit Section	2524059001; 3024069025
Cowboy Mountain	Lease	No Property Address (Site is located above the Skyline Express ski lift at Stevens Pass Ski Resort)	N/A	United States of America, Forest Service, Department of Agriculture	2326139020
Deception Creek	Lease	No Property Address (Site is south of Hwy 2, off of FSR 6000-820)	N/A	United States of America, Forest Service, Department of Agriculture	3026139009
HWY 2 West	Lease	No Property Address (Site is north of Hwy 2, off of FSR 6066, before reaching Jennifer Dunn and Beckler Peak Trailheads)	N/A	United States of America, Forest Service, Department of Agriculture	2126129001
I-90 Repeater	Lease	No Property Address (access to the Site will be via helicopter)	N/A	United States of America, Forest Service, Department of Agriculture	0122099003; 0122099013
Maloney	Lease	No Property Address (Site is south of Hwy 2, from County Foss River Road, FSR 68, then FSR 6800-710)	N/A	United States of America, Forest Service, Department of Agriculture	3626119001
Scenic	Lease	No Property Address (Site is south of Hwy 2, off of FSR 6000-840, adjacent to a BNSF RR ROW)	N/A	United States of America, Forest Service, Department of Agriculture	2826139001
Snoqualmie Pass	Lease	Summit West Ski Area	North Bend	United States of America, Forest Service, Department of Agriculture	0522119037
Sobieski	Lease	8800 FSR 68, RD 102	Skykomish	United States of America, Forest Service, Department of Agriculture	1225119002
Sobieski	Permit - Powerline	No Property Address	Skykomish	United States of America, Forest Service, Department of Agriculture	1225119002; 1225119001; 0125119001; 3626119001
Stevens Pass	Lease	No Property Address (Site is southwest of Skyline Ridge Road (FSR 6000-920), which leads to Stevens Pass Ski Resort parking lots C & D, north of Hwy 2)	N/A	United States of America, Forest Service, Department of Agriculture	1426139001
Wellington	Lease	No Property Address (Site is on west side of Tye Rd, northeast of the Wellington Trailhead, north of Hwy2 & west of Stevens Pass)	N/A	United States of America, Forest Service, Department of Agriculture	1526139006
Wellington	Permit - Powerline	Approx. 2.80 acres in portions of Sec.10, 14 & 15, T26N, R13E, W.M.	N/A	United States of America, Forest Service, Department of Agriculture	Reference Permit Appendix A

**EXHIBIT D-1**

**FORM OF BILL OF SALE FOR SITE-SPECIFIC PHYSICAL ASSETS**

**Exhibit D-1**

**Form of Bill of Sale for Site-Specific Physical Assets**

THIS BILL OF SALE (the “Bill of Sale”) is made by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Seller”) to and in favor of the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“Buyer”). The County and the PSERN Operator are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the Closing Date as defined in the PSERN Asset Transfer Agreement (the “Effective Date”).

**RECITALS**

A. By King County Ordinance \_\_\_\_\_ and PSERN Operator Board Resolution \_\_\_\_\_, the Metropolitan King County Council and the PSERN Operator Board authorized the transfer of the PSERN system assets and related equipment and appurtenances from Seller to Buyer, all as more fully as set forth in the PSERN Asset Transfer Agreement attached to such ordinance and resolution (the “Agreement”).

B. In pertinent part, Section 1.3.1 of the Agreement states that “[t]he County shall transfer, convey, or assign to the PSERN Operator ...and the PSERN Operator shall accept from the County ... all of the County’s rights and responsibilities to the equipment, fixtures, and other physical assets located at each Lease site by bill of sale ...”

C. In furtherance of the Agreement, and consistent with Section 1.3.1 of the Agreement, Seller desires to sell, assign, convey, transfer and deliver to Buyer all of the equipment, fixtures, and other physical assets located at each leased PSERN site, including the personal property described in **Exhibit D-2** attached hereto (collectively, the “Site-Specific Physical Assets”); and Buyer desires to accept the same.

D. Consistent with Agreement Section 1.3.1, and to implement the Agreement and to effectuate the transfer of the PSERN system from King County to the PSERN Operator, Buyer and Seller do each desire to enter into this Bill of Sale on the terms and conditions set forth herein.

NOW, THEREFORE, Buyer and Seller do hereby agree as follows.

**CONVEYANCE**

1. For good and valuable consideration as set forth in the Agreement, and in furtherance of the Agreement, Seller hereby sells, assigns, conveys, transfers, and delivers to the Buyer all of the Site-Specific Physical Assets, including the Site-Specific Physical Assets listed in **Attachment 1** attached hereto, and transfers to Buyer and its successors and assigns, all of

Seller's right, title and interest in and to all of the Site-Specific Physical Assets, in "as is, where is" condition, without recourse to Seller and without representation or warranty of any kind, whether written or verbal, except as may be otherwise provided in the Agreement; and Buyer hereby accepts the same.

2. If necessary, Seller and Buyer shall cooperate and coordinate in good faith to timely execute such additional documentation and take any other steps required to formally complete the transfer of any Site-Specific Physical Assets elements listed in **Attachment 1** attached hereto, such as transfer of title, etc.
3. If, after the Closing Date (as defined in the Agreement), either Party identifies one or more significant site-specific physical assets not listed in **Attachment 1** that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental bill of sale substantially in the form of this Bill of Sale to transfer, convey, or assign such additional assets from the County to the PSERN Operator as soon as reasonably practicable.
4. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.
5. The individuals signing this Bill of Sale on behalf of Seller and Buyer hereby represent that they have the full legal power, authority and right to execute, deliver and perform the obligations under this Bill of Sale on behalf of their respective entities, that this Bill of Sale has been duly authorized by all requisite actions of Seller and Buyer, respectively, and that no remaining action or third party action is required on behalf of Seller or Buyer to make this Bill of Sale binding upon Seller and Buyer.
6. This Bill of Sale is in addition to, and in furtherance of, the Agreement. If there is any conflict or ambiguity between the Agreement and this Bill of Sale regarding the disposal of the Site-Specific Physical Assets, then this Bill of Sale shall control. As regards all other matters pertaining to the PSERN system transfer, the Agreement shall control.
7. This Bill of Sale may be executed and delivered in counterparts, as a PDF file delivered by email, or as a facsimile copy, and each counterpart so executed and delivered is original, and such counterparts together shall constitute but one and the same instrument. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale effective as of the Closing Date as defined in the Agreement.

**SELLER**

**BUYER**

**KING COUNTY**

**PSERN OPERATOR**

By: \_\_\_\_\_  
Print Name: Megan Clarke  
Title: King County Chief Information Officer

By: \_\_\_\_\_  
Print Name: Michael Webb  
Title: PSERN Operator Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Bill of Sale Attachment 1**

**Non-Exhaustive List of Site-Specific Physical Assets**

**[Copy of PSERN Asset Transfer Agreement Exhibit D-2]**

**EXHIBIT D-2**

**NON-EXHAUSTIVE LIST OF SITE-SPECIFIC PHYSICAL ASSETS**



	A	B	C	D	E	F	G	H	I
1	Site Name	Shelter	Tower	Fuel tank	Generator	LMR antennas	Microwave antenna	Battery plant	Equipment Racks
2	Bandera		X				X		0
3	Bellevue City Hall					X	X	X	5
4	Bellevue Station 9	X	X	X	X	X	X	X	6
5	Cambridge	X	X	X	X	X	X	X	6
6	Capitol Hill					X	X	X	17
7	Clearview						X		1
8	Cougar Mountain	X	X	X	X	X	X	X	5
9	Cowboy Mountain	X	X	X	X	X	X	X	5
10	CRISTA	X				X	X	X	6
11	Deception Creek	X	X	X	X	X	X	X	5
12	Deer Creek	X	X	X	X		X	X	3
13	East Tiger	X	X	X	X	X	X	X	6
14	Education Hill	X	X	X	X	X	X	X	6
15	Federal Way	X	X	X	X	X	X	X	6
16	Grass Mountain	X	X	X	X	X	X	X	5
17	HWY 2 West		X				X		0
18	Hyak						X	X	2
19	I-90 Repeater		X				X		0
20	Tacoma (Formerly Indian Hill)			X		X	X	X	6
21	Kent Repeater	X	X	X	X		X	X	2
22	King Lake	X	X	X		X	X	X	6
23	Maloney	X	X	X	X	X	X	X	5
24	McDonald	X	X	X	X	X	X	X	6
25	Northeast					X	X		5
26	Norway Hill	X	X	X	X	X	X	X	6
27	Olallie	X	X	X	X	X	X	X	5
28	Preston	X	X	X	X		X	X	2
29	Rattlesnake	X		X	X	X	X	X	7
30	RCECC						X	X	19
31	Renton City Hall					X	X	X	5
32	Ring Hill	X	X	X	X	X	X	X	6
33	Scenic	X	X	X	X	X	X	X	5
34	Skyway	X	X	X	X	X	X	X	6
35	Snoqualmie Pass	X	X	X	X	X	X	X	5
36	Sobieski	X	X	X	X	X	X	X	7
37	Squak Mountain					X	X	X	7



**EXHIBIT E-1**

**FORM OF ASSIGNMENT OF SITE-SPECIFIC THIRD-PARTY SUBLEASES,  
LICENSES, AND OTHER AGREEMENTS**

**EXHIBIT E-1**

**ASSIGNMENT AND ASSUMPTION OF SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND OTHER AGREEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND OTHER AGREEMENTS (this “**Assignment**”) is made and entered into by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (“**Assignor**”), and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“**Assignee**”) Assignor and Assignee are also referred to herein individually as a “**Party**” and collectively as the “**Parties.**” This Assignment shall be effective as of the Closing Date as that term is defined in in that certain PSERN Asset Transfer Agreement (the “**Agreement**”) executed by and between Assignor and Assignee and on file with them.

**RECITALS**

A. Assignor is the sublessor under those certain communication site subleases, licenses, permits, and other agreements listed in Exhibit A attached hereto for the premises (collectively, the “**Leased Premises**”) and for the terms more particularly described in each of those instruments.

B. Agreement Section 1.4.1 calls for the County to assign to the PSERN Operator and for the PSERN Operator to accept from the County on the Closing Date all of the County’s rights and responsibilities in all third-party subleases, licenses, permits, and other agreements relating to each Lease site, including the Subleases identified in Exhibit E-2 to the Agreement, all of which third-party subleases, licenses, permits, and other agreements, are the subject of this Assignment(collectively, the “**Subleases**”).

C. In furtherance of the Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under the Subleases upon the terms hereinafter set forth; and Assignee desires to accept such assignment and transfer and to assume all of Assignor's obligations and liabilities under and with respect to the Subleases upon the terms hereinafter set forth.

D. Assignor has separately provided to Assignee copies of the subleases and other instruments that are listed in Exhibit A and that are being assigned through this Assignment.

**AGREEMENT**

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties acknowledge and agree to the following:

1. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, obligations, title and interest in, to and under the Subleases, to have and to hold the same unto Assignee, its successors and assigns forever, subject to the terms, covenants and conditions contained in the Subleases.

2. Assignee acknowledges that it has received the copies of the Subleases listed in Exhibit A and delivered by Assignor as stated in Recital D. Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of all of the Subleases from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of each and every one of the

Subleases to be observed or performed by the lessee thereunder from and after the Closing Date, and Assignee hereby assumes all duties, liabilities and obligations of sublessor arising out of or relating to each and every one of the Subleases or arising out of the acts or events occurring or conditions existing with respect to each and every one of the Subleases from and after the Closing Date.

3. Assignee will indemnify, defend, and hold Assignor and its affiliates, agents, directors, officers, and employees (the “**Assignor Parties**”) harmless from and against any and all claims brought against, or damages or incurred by, the Assignor Parties in connection with any act, omission, or obligation of Assignee or its employees, agents, contractors, and consultants (the “**Assignee Parties**”), arising or accruing in connection with this Assignment, or arising out of or related to Assignee’s obligations as sublessor under each and every one of the Subleases and committed or alleged to have been committed on or after the Closing Date.

4. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments comprising the Subleases and their respective successors and assigns.

5. This Assignment, together with the Agreement, constitute the entire, full and complete agreement concerning the assignment and assumption of the Subleases and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements regarding the same. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, relating to the assignment other than those set forth in this Assignment and the Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Assignment may be implied into this Assignment. If there is any conflict or inconsistency between the Agreement and this Assignment as to the identity of the Subleases being assigned through this Assignment, then this Assignment shall control. If there is any conflict or inconsistency between the Agreement and this Assignment as to any other matter addressed in the Agreement, then the Agreement shall control.

6. This Assignment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, and all of which taken together shall constitute one and the same Assignment. This Assignment may be accepted and signed in electronic form (e.g. by an electronic or digital signature or other means of demonstrating assent) and each Party’s electronic acceptance and signature will be deemed binding between the Parties.

7. This Assignment shall be construed according to the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

8. Each Party hereto represents and warrants that the person executing this Assignment on behalf of said Party has the authority to execute this Assignment and to bind the Party for which such person so executes this Assignment.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment as of the latest date and year set forth below.

**ASSIGNOR:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: Anthony O. Wright  
Title: Director, Facilities Management Division

**Approved as to form for Assignor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PSERN OPERATOR  
a public nonprofit corporation organized under Chapter 24.06 RCW

By: \_\_\_\_\_  
Name: Michael Webb  
Title: Executive Director, PSERN Operator

**Approved as to form for Assignee:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**ASSIGNOR/KING COUNTY**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such county for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

**ASSIGNEE/PSERN OPERATOR**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the PSERN OPERATOR, a public nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

**EXHIBIT A**

**LIST OF ASSIGNED SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND  
OTHER AGREEMENTS**

**[copy of PSERN Asset Transfer Agreement Exhibit E-2)**



**EXHIBIT E-2**

**NON-EXHAUSTIVE LIST OF SITE-SPECIFIC THIRD-PARTY SUBLEASES,  
LICENSES, AND OTHER AGREEMENTS**

**King County Transfer Agreement**

**King County Third-Party Leases & Subleases to Be Assigned to PSERN Operator**

EXHIBIT E-2

9-27-2022

Site Name	Lease/Sublease Name	Lease/Sublease #	Address	City	Tenant	Current Term (Years)	Renewal Options		
							Renewal Options Only if assigned to PSERN Operator	# of Options	Renewal Term (Years)
Cambridge	Cambridge ValleyCom Sublease	PSERN-12a	3300 South 264th Street	Kent	Valley Communications Center	5	N/A	0	N/A
Cambridge	Cambridge WSDOT Sublease	PSERN-12b	3300 South 264th Street	Kent	Washington State Department of Transportation	5	N/A	0	N/A
Cambridge	Cambridge Port of Seattle Sublease	PSERN-12c	3300 South 264th Street	Kent	Port of Seattle	5	N/A	0	N/A
CRISTA	CRISTA	PSERN-16a	19303 Fremont Ave. N	Shoreline	NORCOM	5	N/A	0	N/A
Deer Creek	Deer Creek BPA Sublease	PSERN-39a	No Property Address (NW1/4 of Sec.18, T27N, R10E, W.M.)		United States of America, Department of Energy, Bonneville Power Administration	5	Yes	2	5
Federal Way	Federal Way WSDOT Sublease	PSERN-01a	3203 South 360th	Auburn	Washington State Department of Transportation	5	N/A	0	N/A
Federal Way	Federal Way ValleyCom Sublease	PSERN-01b	3203 South 360th	Auburn	Valley Communications Center	5	N/A	0	N/A
Federal Way	Federal Way AT&T Sublease	PSERN-01d	3204 South 360th	Auburn	AT&T	5	N/A	0	N/A
Federal Way	Federal Way FWARC Sublease	PSERN-01g	3205 South 360th	Auburn	Federal Way Amateur Radio Club	5	N/A	0	N/A
Federal Way	Federal Way Verizon Sublease	PSERN-01c	3206 South 360th	Auburn	Verizon	5	N/A	0	N/A
Federal Way	Federal Way T-Mobile Sublease	PSERN-01e	3207 South 360th	Auburn	T-Mobile	5	N/A	0	N/A
Grass Mountain	Grass Mountain USACE Sublease	PSERN-40a	No Property Address (Site is in NE1/4 of SW1/4 of Sec. 21, T.20N, R.8E, W.M.)		United States of America, U.S. Army Corps of Engineers	5	Yes	1	5
Kent Repeater	Kent Repeater City of Kent Sublease	PSERN-05a	12523 SE 286th Place	Auburn	City of Kent	5	Yes	4	5
Maloney	Maloney Ziplly Sublease	PSERN-21a	No Property Address (Site is south of Hwy 2, from County Foss River Road, FSR 68, then FSR 6800-710)		Northwest Fiber, LLC, d/b/a Ziplly Fiber	5	Yes	4	5
McDonald	McDonald ValleyCom Sublease	PSERN-42a	36500 SE 295th St.	Ravensdale	Valley Communications Center	5	N/A	0	N/A
Rattlesnake	Rattlesnake WSDOT Sublease	PSERN-44a KC-2072a	14600 Rattlesnake Rd SE	Snoqualmie	Washington State Department of Transportation	5	N/A	0	N/A
Ring Hill	Ring Hill Verizon	PSERN-46a	22905 NE Old Woodinville-Duvall Rd.	Duvall	Verizon	5	N/A	0	N/A
Ring Hill	Ring Hill AT&T	PSERN-46b	22906 NE Old Woodinville-Duvall Rd.	Duvall	AT&T	5	N/A	0	N/A
Ring Hill	Ring Hill T-Mobile	PSERN-46c	22907 NE Old Woodinville-Duvall Rd.	Duvall	T-Mobile	5	N/A	0	N/A
Ring Hill	Ring Hill NORCOM	PSERN-46e	22909 NE Old Woodinville-Duvall Rd.	Duvall	NORCOM	5	N/A	0	N/A
Skyway	Skyway ValleyCom Sublease	PSERN-10a	6805 South 124th Street	Seattle	Valley Communications Center	5	N/A	0	N/A
Sobieski	Sobieski WSDOT Sublease	PSERN-20a	8800 FSR 68, RD 102	Skykomish	Washington State Department of Transportation	5	Yes	1	5



**EXHIBIT F**

**LIST OF PSERN FUNDS TO BE TRANSFERRED**

**Exhibit F:**

**List of PSERN Funds in Project Budget to be transferred to the PSERN Operator**

*as of May 3, 2023*

<b>Budgeted/Joint Board Approved PSERN Project Funds not expected to be spent prior to PSERN Project completion thus transferred to Operator:</b>	<b>Transfer Amount</b>
1) Maloney permanent power solution	\$ 3,000,000
2) <u>IBC* - Funding for a Plan on How To Fund the 10 Areas Recommended by Task Force</u>	\$ 1,000,000
<b>Subtotal:</b>	<b>\$ 4,000,000</b>

**\*NOTE:** The Joint Board must determine (at FSA or other appropriate milestone) additional funding to be transferred to the Operator based on the availability of surplus PSERN Project funds at Project completion and any other considerations it determines to be appropriate.

3) Rate stabilization funds (set aside per Implementation IIA Section 8.8)	\$ 2,619,406.00
<b>Subtotal:</b>	<b>\$ 2,619,406.00</b>
<b>Total:</b>	<b>\$ 6,619,406.00</b>

**EXHIBIT G**

**NON-EXHAUSTIVE LIST OF RADIO SYSTEM DOCUMENTS**

## **PSERN Transfer Agreement**

### **Exhibit G - List of Radio System Documents**

#### **Warranties**

- Motorola
- Motorola RSA – Extended Warranty on User Radios

#### **Technical Manuals**

- Radio Site Equipment Manuals
- Network Maintenance Manuals
- Radio Manuals

#### **Design and Construction Documents**

- As-Builts
- Construction photos
- Test results
- Design drawing and documentation

#### **Customer Records**

- End User Radios and Dispatch Center Inventories

#### **Maintenance Records**

#### **Consultant Study Reports**

#### **System Technical Data**

#### **Site / Tower Registrations**

#### **Other Government Agreements**

#### **Utility Agreements**

**EXHIBIT H-1**

**FORM OF BILL OF SALE FOR PSERN EQUIPMENT**



**Exhibit H-1**

**Form of Bill of Sale for PSERN Equipment**

THIS BILL OF SALE (the “Bill of Sale”) is made by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Seller”) to and in favor of the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“Buyer”). The County and the PSERN Operator are also referred to herein individually as a “**Party**” or collectively as “**Parties.**” This Agreement shall be effective as of the Closing Date as defined in the PSERN Asset Transfer Agreement (the “**Effective Date**”).

**RECITALS**

A. By King County Ordinance \_\_\_\_\_ and PSERN Operator Board Resolution \_\_\_\_\_, the Metropolitan King County Council and the PSERN Operator Board authorized the transfer of the PSERN system assets and related equipment and appurtenances from Seller to Buyer, all as more fully as set forth in the PSERN Asset Transfer Agreement attached to such ordinance and resolution (the “Agreement”).

B. In pertinent part, Section 1.7 of the Agreement states that “the County shall convey and transfer title to the PSERN Operator ... and the PSERN Operator shall accept from the County ... all of the County’s rights and responsibilities to all other equipment that the County holds or acquired on behalf of the PSERN project (collectively, the “PSERN Equipment”).

C. In furtherance of the Agreement, and consistent with Section 1.7 of the Agreement, Seller desires to sell, assign, convey, transfer and deliver to Buyer the PSERN Equipment, including the personal property described in **Attachment 1** attached hereto; and Buyer desires to accept the same.

D. Consistent with Agreement Section 1.7, and to implement the Agreement and to effectuate the transfer of the PSERN system from King County to the PSERN Operator, Buyer and Seller do each desire to enter into this Bill of Sale on the terms and conditions set forth herein.

NOW, THEREFORE, Buyer and Seller do hereby agree as follows.

**CONVEYANCE**

1. For good and valuable consideration as set forth in the Agreement, and in furtherance of the Agreement, Seller hereby sells, assigns, conveys, transfers, and delivers to the Buyer all of the PSERN Equipment, including the equipment listed in **Attachment 1** attached hereto, and transfers to Buyer and its successors and assigns, all of Seller’s right, title and interest in and to all of the PSERN Equipment, in “as is, where is” condition, without recourse to Seller and

without representation or warranty of any kind, whether written or verbal, except as may be otherwise provided in the Agreement; and Buyer hereby accepts the same.

2. If necessary, Seller and Buyer shall cooperate and coordinate in good faith to timely execute such additional documentation and take any other steps required to formally complete the transfer of any PSERN Equipment elements listed in **Attachment 1** attached hereto, such as transfers of vehicle titles, etc.
3. If, after the Closing Date (as defined in the Agreement), either Party identifies one or more significant PSERN Equipment assets not listed in **Attachment 1** that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental bill of sale substantially in the form of this Bill of Sale to transfer, convey, or assign such additional PSERN Equipment assets from the County to the PSERN Operator as soon as reasonably practicable.
4. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.
5. The individuals signing this Bill of Sale on behalf of Seller and Buyer hereby represent that they have the full legal power, authority and right to execute, deliver and perform the obligations under this Bill of Sale on behalf of their respective entities, that this Bill of Sale has been duly authorized by all requisite actions of Seller and Buyer, respectively, and that no remaining action or third party action is required on behalf of Seller or Buyer to make this Bill of Sale binding upon Seller and Buyer.
6. This Bill of Sale is in addition to, and in furtherance of, the Agreement. If there is any conflict or ambiguity between the Agreement and this Bill of Sale regarding the PSERN Equipment that is the subject of this disposal, then this Bill of Sale shall control. As regards all other matters pertaining to the PSERN system transfer, the Agreement shall control.
7. This Bill of Sale may be executed and delivered in counterparts, as a PDF file delivered by email, or as a facsimile copy, and each counterpart so executed and delivered is original, and such counterparts together shall constitute but one and the same instrument. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale effective as of the Closing Date as defined in the Agreement.

**SELLER**

**BUYER**

**KING COUNTY**

**PSERN OPERATOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Megan Clarke

Print Name: Michael Webb

Title: King County Chief Information Officer

Title: PSERN Operator Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Bill of Sale Attachment 1**

**Non-Exhaustive List of PSERN Equipment**

**[Copy of PSERN Asset Transfer Agreement Exhibit H-2]**

**EXHIBIT H-2**

**NON-EXHAUSTIVE LIST OF PERN EQUIPMENT**

**PSERN Transfer Agreement Exhibit H-2**

**Non-Exclusive List of PSERN Equipment**

- **Equipment:**

- DAS testing equipment (Tektronix) – 15 RSA306B spectrum analyzers. 14 were purchased in 2022 and one was purchased in 2023.
- IT equipment
  - 1 – Meraki MX84 Security Gateway
  - 1 – Cisco Catalyst C9300 48N UPOE Switch
  - 2 – Logitech video conferencing systems

- **Office furniture:**

- 13 height adjustable desks
- 20 fixed height returns
- 25 wardrobes with file and bookcase
- 10 mobile file box/drawer
- 1 metal cart
- 18 task chairs
- 1 round meeting table
- 1 conference room table 10' racetrack
- 2 conference room tables 6' racetrack
- 3 wall mounted TVs with video

- **Radios: 60 radios for testing purposes**

Radio SN	Radio ESN
481CXR1938	13224
481CXR1920	13236
481CXR1951	13220
481CXR1923	13232
481CXR1946	13229
481CXR1934	13235
481CXR1936	13233
481CXR1950	13231
481CXR1921	13283
481CXR1943	13239
481CXR1929	13221
481CXR1930	13237
481CXR1918	13225
481CXR1933	13276
481CXR1924	13227
481CXR1931	13278

481CXR1941	13285
481CXR1927	13282
481CXR1949	13230
481CXR1945	13228
481CXR1940	13284
481CXR1947	13234
481CXR1937	13279
481CXR1916	13277
426CXR1090	13206
426CXR1104	13159
426CXR1094	13151
426CXR1089	13210
426CXR1088	13207
426CXR1098	13171
426CXR1102	13163
426CXR1100	13160
756CXT1068	13273
756CXT1065	13242
756CXT1070	13269
756CXT1088	13246
756CXT1069	13275
756CXT1080	13243
756CXT1087	13249
756CXT1075	13251
756CXT1092	13245
756CXT1071	13268
756CXT1079	13241
756CXT1089	13264
756CXT1077	13250
756CXT1085	13265
756CXT1082	13259
756CXT1086	13256
756CXT1078	13270
756CXT1076	13267
426CXR1082	13155
426CXR1084	13154
426CXR1086	13158
426CXR1097	13165
426CXR1081	13156
426CXR1083	13157
756CXT1074	13244
756CXT1096	13254
481CXR1919	13287
481CXR1922	13223

• Vehicles:

VEHICLE	DEPT	Fund	Maj Grp	PROJECT	TASK	AWARD	%	License 2	Year	Make	Model
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E13313	213001	5580	213	1045829	001		1	A3480C	2013	CHEVROLET	SILVERADO
E15323	213001	5580	213	1045829	001		1	A9087C	2015	FORD	F 250
E16301	213001	5580	213	1126875	4	116744	1	B1095C	2016	FORD	EXPEDITION
E16302	213001	5580	213	1126875	4	116744	1	B1096C	2016	FORD	EXPEDITION
E17342	213001	5580	213	1045829	001		1	B8638C	2017	FORD	F 250
E17343	213001	5580	213	1045829	001		1	C0331C	2017	FORD	F 250
E19304	213001	5580	213	1126875	4	116744	1	C5486C	2019	FORD	EXPEDITION
EOUV01	213001	5580	213	1045829	001			NA	2023	CAN-AM	DEFENDER



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 Supplemental Document Pages: 77 Initials: 0  
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 401 5TH AVE  
 SEATTLE, WA 98104  
 Cherie.Camp@kingcounty.gov  
 IP Address: 198.49.222.20

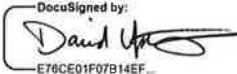
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Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

**Signer Events**

Dave Upthegrove  
 dave.upthegrove@kingcounty.gov  
 Chair  
 Security Level: Email, Account Authentication (None)

**Signature**

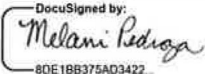
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Melani Pedroza  
 melani.pedroza@kingcounty.gov  
 Clerk of the Council  
 King County Council  
 Security Level: Email, Account Authentication (None)

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Dow Constantine  
 Dow.Constantine@kingcounty.gov  
 King County Executive  
 Security Level: Email, Account Authentication (None)

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**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

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Kaitlyn Wiggins  
kwiggins@kingcounty.gov  
Executive Legislative Coordinator  
King County Executive Office  
Security Level: Email, Account Authentication  
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Not Offered via DocuSign

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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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# PSERN Board of Directors Staff Report

## Agenda Item #9



**Title:** Operations Committee Bylaws  
**Meeting Date:** December 14, 2023  
**PSERN Staff Contact:** Michael Webb, Executive Director  
**Action:** Discussion

---

### **SUMMARY:**

This report provides proposed bylaws for the PSERN Operating Board (to be referred to as “Operations Committee”) for approval by the Board of Directors. Proposed amendments to the Operator ILA and corporate bylaws are also provided to address a change to the membership requirements of the Operations Committee, referred to in the ILA and bylaws as “Operating Board”. One resolution, for the adoption of the Operations Committee bylaws, is provided for approval by the Board of Directors.

### **BACKGROUND:**

Section 5.0 of the PSERN Operator Interlocal Cooperation Agreement (ILA) currently states that:

*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.*

On March 25, 2021, the Board of Directors of the PSERN Operator passed Resolution No. 21-03 adopting initial bylaws for the PSERN Operator. Article VI of the bylaws state:

#### *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.*

The requirements in section 6.02 of the Operator bylaws can be addressed by the Board approving a set of bylaws for the proposed committee, as provided in this report.

## DISCUSSION:

Although the ILA states that the Board shall create an “Operating Board”, it is proposed that the name “Operations Committee” be used to clearly differentiate it from the PSERN Operator “Board of Directors”. The Operations Committee will be an advisory body, with decision-making powers limited to operational procedures related to the PSERN radio network.

A proposed set of bylaws for the Operations Committee, addressing the requirements defined above, along with resolution 23-13 approving those bylaws, are provided in Appendix C.

The proposed bylaws were discussed and reviewed by the PSERN Project Operations Board at its meetings on September 18, October 16, and November 20, 2023. As a result of these reviews, the Operations Board provided feedback on several matters:

- The Project Operations Board believes that the Committee member representing the Fire services must have an operational role or background, which is not consistent with the current ILA and corporate bylaw requirement that one member be a Fire Commissioner.
- The process for nomination and selection of Operations Committee members, particularly for the positions that represent groupings, e.g., Utilities and Public Works, needs to be defined by each of the nominating entities or agency groupings.
- The number of meetings to be held each year and the cadence needs to be defined once the Committee is formed, although there is concurrence that a minimum of 6 meetings per year, as defined in the draft bylaws, is appropriate.

PSERN’s legal counsel (Pacifica) has also reviewed the proposed bylaws and provided several updates to improve clarity and ensure compliance with the ILA and Operator bylaws.

Addressing the first item of feedback from the Project Operations Board requires the Operator Board of Directors to amend the ILA and Operator bylaws. This rewording would be as follows:

*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~~ representing Fire services, 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.*

The ILA (section 15.13) provides the Operator Board of Directors the ability to amend or modify the ILA without going back to the Parties (the County and the 11 Cities). Per ILA section 15.13, “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”.

The Operator’s corporate bylaws will also need to be amended.

Two draft resolutions – 24-01 and 24-02 – have been prepared to define and approve these amendments. Once resolution 23-13 (Operations Committee bylaws) has been approved, PSERN Operator staff will notify all parties of planned ILA change. Because of the 30-day notice period, resolutions 24-01 and 24-02 will come back to the Board for approval at the January meeting.

**RECOMMENDATION:**

Once the Board has approved the Operations Committee bylaws, work will begin to populate the Operations Committee. Six of the nine positions will be nominated by the six organizations represented on the PSERN Board of Directors (City of Seattle, ValleyCom Cities, EPSCA Cities, King County, KC Fire Chiefs/Fire Commissioners Associations, KC Police Chiefs Association).

The other three positions will require outreach by PSERN Operator staff to identify suitable members and solicit consensus on their nomination. It is expected that many of the current Project Operations Board members will assume a position on the Operations Committee and the two bodies will operate in parallel for a short period of time.

It is therefore recommended that the Board of Directors approve the following motion:

**MOTION:** That the PSERN Operator Board approve Resolution 23-13 adopting initial bylaws for the Operating Board (Operations Committee) of the Puget Sound Emergency Radio Network Operator.

As noted above, the ILA change also requires thirty days advance notice to the parties to the ILA. Notice will be issued once the resolution is approved.

**CONCLUSION:**

This report has provided proposed bylaws for the PSERN Operations Committee and a resolution for approval by the Board of Directors.

Draft amendments to the Operator ILA and corporate bylaws to address a change to the membership requirements of the Operations Committee have also been provided. Draft resolutions for these amendments have been provided for review and will be brought back to the Board of Directors for approval at the January 2024 meeting due to the 30-day notice period requirement.

**SUPPORTING DOCUMENTATION:**

**Appendix A:** Resolution No. 23-13 – Resolution Adopting Initial Bylaws for the Operating Board (Operations Committee) of the Puget Sound Emergency Radio Network Operator

**Appendix B:** Draft Resolution No. 24-01 – Resolution Adopting an Amendment to the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement.

**Appendix C:** Draft Resolution No. 24-02 – Resolution Adopting Amended and Restated Bylaws for the Puget Sound Emergency Radio Network Operator



## Appendix A

### Resolution No. 23-13 - Resolution Adopting Initial Bylaws for the Operating Board (Operations Committee) of the Puget Sound Emergency Radio Network Operator



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#### RESOLUTION NO. 23-13

#### RESOLUTION ADOPTING INITIAL BYLAWS FOR THE OPERATING BOARD (OPERATIONS COMMITTEE) OF THE PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR

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**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; and

**WHEREAS**, the Interlocal Agreement states that the PSERN Operator Board of Directors (the “Board”) shall create an Operating Board of PSERN System User Agencies (as defined in the Interlocal Agreement); and

**WHEREAS**, the PSERN Operator created an Operating Board (know referred to as the “Operating Committee”) and now desires to adopt bylaws for its operations as set forth herein;

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

**Section 1.** The bylaws of the Operations Committee 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 a meeting of the PSERN Operator Board of Directors, held this 14th day of December, 2023.

**PSERN OPERATOR  
KING COUNTY, WASHINGTON**

---

Harold Scoggins, Chair

**BYLAWS**  
**OF THE**  
**PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**  
**OPERATIONS COMMITTEE**  
**(OPERATING BOARD)**

**Section 1. Operations Committee**

The Operating Board shall be known as the PSERN Operations Committee (the “Operations Committee”). The purpose of these bylaws (“Bylaws”) is to establish the Operations Committee’s composition, conduct of business and other related requirements. These Bylaws are adopted by the Operator Board of Directors at its meeting held on December 14, 2023.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

**Section 2. Operations Committee Membership**

The Operations Committee shall consist of nine members of PSERN System User Agencies, including a representative from each of the six PSERN Operator Board of Directors member organizations (as described in Section 4.2 of the Interlocal Agreement) plus three members, comprised of representatives of the following groups:

- Emergency Management (“EOC”), Hospitals and other general government functions.
- Public Works and Utilities.
- Transportation, Transit and Schools.

No local government jurisdiction shall have more than two members on the Operations Committee.

All members of the Operations Committee have equal status and authority except the Chair who assumes the additional designated authority and responsibilities established in these Bylaws. The appointing agency shall promptly replace any vacancy in its member and may, at any time, replace its member by giving prior notice to the Operations Committee Chair.

The PSERN Board of Directors may reimburse members of the Operations Committee reasonable expenses actually incurred in performing their duties.

### **Section 3. Operations Committee Chair and Vice Chair**

Members of the Operations Committee shall elect a Committee Chair who shall serve an annual term, subject to election/re-election. During the term of service, the Chair of the Operations Committee shall not serve as the Chair of any other PSERN subcommittee. The Chair shall convene and preside at the Operations Committee's meetings.

Members of the Operations Committee shall elect one Vice Chair who shall serve an annual term, also subject to election/re-election. The Vice Chair shall serve in the absence of the Chair.

### **Section 4. Voting**

- All members of the Operations Committee shall be voting members, including the Chair and Vice Chair.
- At all meetings of the Operations Committee, a quorum of the Operations Committee must be present in order to do business on any issue. A quorum will consist of five of the nine Operations Committee members.
- If a quorum is present, a simple majority of affirmative votes are needed for an Operations Committee decision to pass.
- If member of the Operations Committee is unable to attend a meeting, a proxy may be designated *if the Chair is notified in advance of the meeting*. A properly designated proxy shall be considered to be a member for purposes of that meeting, including for establishing a quorum, 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 Operations Committee.

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 of the Revised Code of Washington ("RCW") (the "OPMA"). As of the date of these Bylaws, "action" is defined in the OPMA (RCW 42.30.020(3)) 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 5. Responsibilities of the Operations Committee**

The objective of the Operations Committee is to assist the PSERN Operator and the Board of Directors in carrying out its duties relative to the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN radio system. The Operations Committee assists the PSERN Operator and Board of Directors in maintaining crucial dialogue with the agencies, departments, and jurisdictions utilizing the PSERN radio system.

The Operations Committee ensures clear and timely communication between the PSERN Operator, the Board of Directors and users of the PSERN system, including feedback and the exchange of ideas related to the PSERN system. Thus, the Operations Committee will support the PSERN Operator and the Board of Directors in effectively reaching their goal of providing a cost-effective Land Mobile Radio (“LMR”) network using state of the art technology that meets the high standards and requirements of multi-jurisdictional critical life safety responders and general governmental users throughout King County.

The purpose and duties of the Operations Committee include:

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

The Operations Committee has the authority and responsibility to establish Working Groups, consisting of representatives from PSERN user agencies, to address specific technical or operational matters. In such cases, the Operations Committee will define and approve the charter or terms of reference for such Working Groups.

## **Section 6. Conduct of Business**

Robert’s Revised Rules of Order shall govern all procedural matters relating to the business of the Operations Committee.

Meeting agendas will be put together by the Operations Committee Chair. Regular meeting agendas will include the approval of the minutes of the previous regular meeting and any subsequent special meetings. Any Operations Committee member can add an item to the agenda with or without notice at a regular meeting and with proper notice at a special meeting. No action will be deemed to have been taken by the Operations Committee unless the matter has been the subject of a proper motion, which has been approved by a majority vote of the members present at a regular or special meeting. Minutes shall be taken and recorded, whether in writing, by tape recording or by any other method deemed appropriate, for each meeting.

## **Section 7. Meetings**

Regular meetings of the Operations Committee shall be held no fewer than 6 times per year. The date, time and location of regular meetings for the upcoming calendar year shall be approved by resolution or motion of the Operations Committee no later than the last regular meeting of the preceding calendar year.

To the extent required by law, meetings of the Operations Committee may be subject to the notice and procedural requirements of the OPMA.

The Operations Committee shall strive to hold its regular meetings at least a week prior to the monthly PSERN Board of Directors meeting. The meeting location will be noted in each month's schedule invite to Operations Committee members.

- Emergency meetings may be called by the Chair and/or a majority of the Committee members.
- Agenda items should be submitted to the Chair/Vice-Chairs at least 10 days prior to regularly scheduled meetings, however exceptions are allowed as noted above.
- The agenda will be distributed to Operations Committee members and published on the PSERN website at least 24 hours prior to regular and special meetings.
- Members of the Operations Committee may attend meetings in person or attend by phone or by other electronic means that allows real-time verbal communication without being in the same physical location.
- If and to the extent required under the OPMA, the Operations Committee shall provide an option for the public to listen to the meeting telephonically or by using a readily available alternative in real-time that does not require any additional cost for participation. In such event the telephone number shall be included in the meeting agenda available on the PSERN website and through other means feasible to the Operations Committee.

Any Member of the Operations Committee who in such individual's opinion or in the opinion of the Chair has an actual or potential interest, or whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any matter before the Operations Committee that would tend to prejudice such individual's actions shall so indicate and shall recuse and refrain from voting and any manner of participation with respect to the matter in question so as to avoid any actual or potential conflict of interest. This requirement shall be in addition to all requirements under the Code of Ethics for Municipal Officers (chapter 42.23 RCW).

Operations Committee members shall respect the confidentiality requirements regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed herein and any other confidential information that is gained through the member's position. The PSERN Operator, and not any individual member of the PSERN Operator Board of Directors or the Operations Committee, 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 Operations Committee shall make any disclosure or release any information which would result in the waiver of the attorney-client privilege or work product protection or otherwise release confidential information without the consent of the Operations Committee.

**Section 8. Duration/Termination**

The Operations Committee is a standing committee. These Bylaws will remain in force indefinitely and may be amended from time to time, or replaced in their entirety, by the PSERN Operator Board of Directors.

## Appendix B

### Resolution 24-01 – Draft Resolution Adopting an Amendment to the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement

Note: This resolution will be brought forward for approval at the January 2024 meeting. Proposed amendments to the PSERN Operator ILA are shown in Red.



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#### (DRAFT) RESOLUTION NO. 24-01

#### RESOLUTION ADOPTING AN AMENDMENT TO THE PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT

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**WHEREAS**, the Puget Sound Emergency Radio Network (“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; and

**WHEREAS**, pursuant to Sections 4.0 and 15.13 of the Interlocal Agreement, the PSERN Operator Board of Directors (the “Board”) by unanimous vote after providing proper written notice to the parties to the Interlocal Agreement, has authority to amend certain provisions of the Interlocal Agreement; and

**WHEREAS**, the Board now desires to amend certain provisions of the Interlocal Agreement pertaining to the Operating Board (to be known as the “Operations Committee”), as set forth herein;

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

**Section 1.** The Amendment to Interlocal Agreement, as provided as Attachment A, is adopted. The Chair of the PSERN Operator Board is hereby authorized to execute such Amendment to Interlocal Agreement on behalf of the PSERN Operator Board.

**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** by unanimous vote at a meeting of the PSERN Operator Board of Directors, held this 14th day of December, 2023.

**PSERN OPERATOR  
KING COUNTY, WASHINGTON**

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Harold Scoggins, Chair



AMENDMENT TO  
PUGET SOUND EMERGENCY RADIO NETWORK  
OPERATOR INTERLOCAL COOPERATION AGREEMENT

This AMENDMENT TO PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT (this “Amendment”) dated this 14th day of December, 2023, amends that certain PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT, dated November 4, 2020, as previously amended (the “Interlocal Agreement”).

WITNESSETH

**WHEREAS**, the Puget Sound Emergency Radio Network (“PSERN”) Operator (“PSERN Operator”) is a separate governmental agency formed under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under chapter 24.06 RCW as authorized chapters 39.34 and 24.06 RCW and the Interlocal Agreement; and

**WHEREAS**, pursuant to Sections 4.0 and 15.13 of the Interlocal Agreement, the PSERN Operator Board of Directors (the “Board”) by unanimous vote after providing proper written notice to the parties to the Interlocal Agreement, has authority to amend certain provisions of the Interlocal Agreement; and

**WHEREAS**, the Board now desires to amend the name of and references to the Operating Board (referred to herein as the “Operations Committee”) and the composition of such Committee as provided herein; and

**NOW, THEREFORE**, in consideration of the foregoing premises the Interlocal Agreement is amended as follows:

AGREEMENTS

**Section 1.01. Definitions.** All words and phrases not otherwise defined herein shall have the meanings given to them in the Interlocal Agreement.

**Section 1.02. Amendment to Interlocal Agreement.** Section 5.0. (Operating Board) of the Interlocal Agreement is hereby amended as follows (additions are double underlined and deletions are ~~stricken~~):

**5.0 OPERATING BOARD (“OPERATIONS COMMITTEE”)**

The Board of Directors will create an Operating Board (also referred to as the “Operations Committee”) of PSERN System User Agencies, which will include at least one fire

~~commissioner as a member~~ representing fire services, 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.

**Section 1.03. Ratification and Confirmation.** All other terms and conditions of the Interlocal Agreement are hereby ratified and confirmed.

**Section 1.04. Effective Date.** The amendment set forth herein shall be effective after approved by an affirmative unanimous of the Board, as provided in the Interlocal Agreement.

Dated: December 14, 2023.

PUGET SOUND EMERGENCY RADIO  
NETWORK OPERATOR

By: \_\_\_\_\_  
Chair: \_\_\_\_\_

## Appendix C

### Resolution No. 24-02 – Draft Resolution Adopting Amended and Restated Bylaws for the Puget Sound Emergency Radio Network Operator

Note: This resolution will be brought forward for approval at the January 2024 meeting. Proposed amendments to the PSERN Operator bylaws are shown in Red.



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#### (DRAFT) RESOLUTION NO. 24-02

#### RESOLUTION ADOPTING AMENDED AND RESTATED BYLAWS FOR THE PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR

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**WHEREAS**, the Puget Sound Emergency Radio Network (“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; and

**WHEREAS**, the Interlocal Agreement states that the PSERN Operator Board of Directors (the “Board”) shall adopt bylaws for its operations; and

**WHEREAS**, initial bylaws for the PSERN Operator were approved by the Board pursuant to Resolution No. 21-03 adopted on March 25, 2021; and

**WHEREAS**, the Board now desires to amend and restate such initial bylaws as set forth herein;

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

**Section 1.** The amended and restated bylaws of the Board of the PSERN Operator, as provided as Attachment A, are adopted. Such bylaws are intended to amend and replace, in their entirety, the initial bylaws approved by the Board pursuant to Resolution No. 21-03.

**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 14th day of December, 2023.

**PSERN OPERATOR  
KING COUNTY, WASHINGTON**

Harold Scoggins, Chair

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**AMENDED AND RESTATED 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 December 4, 2020 (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 other than limits that may be imposed by the entity appointing a Board member.

#### **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 (referred to herein as the "Operations Committee") 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. Operations Committee**

### **Section 6.01 General.**

An Operations Committee, comprised of representatives of PSERN System User Agencies, which will include at least one member representing fire services, 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 Operations Committee 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 Operations Committee'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. 23-14, adopted on December 14, 2023.