

City of Redmond



Agenda

Tuesday, May 12, 2026

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch. 34,
Facebook (@CityofRedmond), Redmond.gov/rctlive, or 510-335-7371

Committee of the Whole - Finance, Administration, and Communications

Committee Members

Vanessa Kritzer, Presiding Officer

Jessica Forsythe

Angie Nuevacamina

Sayna Parsi

Vivek Prakriya

Menka Soni

Melissa Stuart

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctlive), Comcast Channel 21/321, Ziplly Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

A. Guest Presenter - Informational - 15 minutes

1. 2026 Federal Lobbyist Update with Manatt [CM 26-263](#)
Department: Executive, 15 minutes
Requested Action: Informational

B. Action Items - 15 minutes

1. Eastside Public Safety Communications Agency (EPSCA) [CM 26-273](#)
Amended Interlocal Agreement (ILA)
[Attachment A: EPSCA Amended Interlocal Agreement](#)
[Attachment B: Puget Sound Emergency Radio Network Interlocal Cooperation Agreement](#)
Department: Executive, 5 minutes
Requested Action: Consent, May 19th

2. UKG Pro and Microsoft Dynamics 365 Finance & Operations [CM 26-283](#)
(D365 F&O) - Bidirectional Integrations
[Attachment A: Protiviti Scope of Work](#)
Department: Technology and Information Services, 5 minutes
Requested Action: Consent, May 19th

3. 2026 Aerial Photography, Lidar, and Supplementals [CM 26-282](#)
[Attachment A: GeoTerra Proposal](#)
Department: Technology and Information Services, 5 minutes
Requested Action: Consent, May 19th

C. Feedback for Study Session - N/A

D. Informational - 30 minutes

1. Data Governance Program Update [CM 26-287](#)
[Attachment A: Data Governance Presentation Transcript](#)
Department: Technology and Information Services, 10 minutes
Requested Action: Informational
2. 2026 Technology and Information Services (TIS) Customer Care Update [CM 26-281](#)
Department: Technology and Information Services, 10 minutes
Requested Action: Informational
3. Budget Process Update: Long-Range Financial Strategy, Fiscal Policies, and Community Engagement [CM 26-243](#)
Department: Finance, 10 minutes
Requested Action: Informational

E. Read Only - N/A

ADJOURNMENT

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



Memorandum

Date: 5/12/2026

File No. CM 26-263

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Yuni Yu	Executive Department Supervisor
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TITLE:

2026 Federal Lobbyist Update with Manatt

OVERVIEW STATEMENT:

Federal Lobbyist Manatt’s Government Advocacy & Contracting Managing Director, Leslie Pollner will provide a general update to the City of Redmond’s Councilmembers on federal activities and issues of interest to the City.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
N/A
- Required:
N/A
- Council Request:
April 2026
- Other Key Facts:
N/A

OUTCOMES:

Federal Lobbyist Manatt’s Government Advocacy & Contracting Managing Director, Leslie Pollner will brief the City of Redmond’s Councilmembers on recent developments at the federal level, including updates on congressional activity and initiatives affecting the local level. The presentation will include an overview of Manatt’s advocacy on behalf of the City of Redmond.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

N/A

Funding source(s):

Mayor's Budget

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/4/2025	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Date: 5/12/2026

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 26-263

Type: Committee Memo

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 5/12/2026

File No. CM 26-273

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, COO	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Eastside Public Safety Communications Agency (EPSCA) Amended Interlocal Agreement (ILA)

OVERVIEW STATEMENT:

The City of Redmond is a member of the Eastside Public Safety Communications Agency (EPSCA), a non-profit entity providing emergency radio capabilities to Redmond, Issaquah, Mercer Island, Bellevue and Kirkland. The entity existed to maximize the availability and effectiveness of emergency radio communications at minimum cost. In 2015, the voters of King County passed a property tax levy funding the formation of the Puget Sound Emergency Radio Network (PSERN) supplanting the need for EPSCA to maintain the original 800 MHz radio system. With the successful implementation of PSERN the relationship between the five cities has changed from operating an 800 MHz emergency radio system to participating on the governing board of PSERN. The interlocal agreement attached (Attachment A) is a successor agreement to memorialize the changes in the EPSCA member duties and responsibilities.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
EPSCA operates as a governmental entity formed as a non-profit corporation under RCW 39.24 and 24.06
- **Required:**
Per City policy, Council is responsible for approving interlocal agreements
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Since 1992, the City of Redmond has been a part of the Eastside Public Safety Communications Agency (EPSCA) operating and maintaining a regional 800 MHz trunked radio communication system in East King County. In 2015, King County voters passed a property tax levy to form a regional program to consolidate four 800 MHz systems into one regional system for emergency communications. The four entities included EPSCA, King County, City of Seattle, and Valley Communications Center (Valley Com). In 2020, the member agencies signed an interlocal cooperation agreement (Attachment B) and formed the Puget Sound Emergency Radio Network (PSERN). In December 2023, PSERN became the sole entity responsible for ongoing ownership, operations, maintenance, management, and upgrading/replacing of equipment for the regional 800 MHz emergency radio system. More information on PSERN can be found at PSERN.org.

In 2023, the EPSCA Board of Directors voted to dissolve EPSCA as a non-profit corporation and form a joint board to exercise their rights and responsibilities under the PSERN interlocal cooperation agreement. However, dissolution would only occur after the new emergency radio system was operational for one full year. The PSERN emergency radio system has been operating successfully since mid-2024 which precipitated a change in the joint agreement between the EPSCA cities. The ILA in Attachment A creates a successor to the EPSCA Joint Board for purposes of exercising the rights and responsibilities under the PSERN agreement, including:

- Operation of the new EPSCA Joint Board
- Appointment of a Board Member and Alternate to serve on the Governing Board of PSERN
- Allocation of costs incurred, if any
- Termination of the agreement
- Terms of intergovernmental cooperation

Approval of the amended ILA would appoint the Mayor or her designee to the EPSCA Joint Board and potentially to the PSERN Governing Board should the rest of the EPSCA Board Members choose Redmond as a representative.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

There is no cost associated with the EPSCA ILA. The City of Redmond pays radio fees into PSERN for operations and maintenance of the emergency radio system.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Date: 5/12/2026

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 26-273

Type: Committee Memo

Budget Priority:

Safe and resilient.

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/19/2026	Business Meeting	Approve

Time Constraints:

Delay in the approval of the interlocal agreement will delay the selection of a member of EPSCA to the Governing Board of PSERN.

ANTICIPATED RESULT IF NOT APPROVED:

If the ILA is not approved, Redmond would no longer be a part of EPSCA and would not have a seat on the Governing Board of PSERN.

ATTACHMENTS:

Attachment A: EPSCA Amended Interlocal Agreement

Attachment B: PSERN Interlocal Operating Agreement

Attachment A
Successor EPSCA Interlocal Agreement

**EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY
JOINT BOARD INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland, and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs, the Principals developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) as part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County; and

WHEREAS, in March 2013, the Principals entered into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under Chapters 39.24 and 24.06 RCW; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, known as the “Puget Sound Emergency Radio Network System” or “PSERN System”; and

WHEREAS, in 2020, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies” entered into the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”), which created a separate governmental agency (the “PSERN Agency”), under authority of Chapters 39.34 and 24.06 RCW, to assume ownership and control of the PSERN System following the construction and full acceptance of such system; and

WHEREAS, the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”) on behalf of all Principals, as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, thereafter, the Principals entered into the Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (“2021 Agreement”) adding processes for jointly exercising their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the PSERN system was constructed and full system acceptance of the system by the PSERN Agency occurred in December of 2023, at which point the EPSCA System was fully replaced and no longer in use; and

WHEREAS, on October 23, 2023, the EPSCA Board of Directors (“Board of Directors”) voted to dissolve EPSCA as a nonprofit corporation and terminate the Second Amended and Restated Agreement at the point the dissolution activities are completed and to thereupon create a joint board through which the Principals will thereafter jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals have approved this Eastside Public Safety Communications Agency Joint Board Agreement (“EPSCA Joint Board Agreement”) as a successor agreement to the 2021 Agreement, in order to continue to facilitate the joint exercise of their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals intend that this EPSCA Joint Board Agreement go into effect immediately upon the dissolution of EPSCA as a separate nonprofit corporation and the termination of the Second Amended and Restated Agreement; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act chapter 39.34 of the Revised Code of Washington;

WHEREAS, all Principals retain the responsibility and authority for their operational departments with respect to any activities related to public safety radio dispatch and related services, and nothing within this agreement is intended to alter or modify those responsibilities or authority.

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF EPSCA JOINT BOARD.

The Principals hereby create the **Eastside Public Safety Agency Joint Board (“Joint Board”)** for the purpose of serving as the group through which the Principals determine to jointly exercise their rights under the PSERN Operator ILA as authorized by the Interlocal Cooperation Act (ch. 39.34 RCW). The Joint Board is not formed as a separate legal entity. The Joint Board is the successor administrative entity to EPSCA for purposes of facilitating the performance by the Principals of their rights and responsibilities under the PSERN Operator ILA to appoint a PSERN Board Member and Alternate and any other joint rights and responsibilities under the PSERN Operator ILA.

SECTION 2. EFFECTIVE DATE AND TERM OF AGREEMENT.

This Agreement shall be deemed adopted and effective as of the last date signed below, subject to the Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement. This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 2021 Agreement, which shall be of no further force or effect.

SECTION 3. DEFINITIONS.

a) Administrator. The “Administrator” is the Principal designated from time to time by the Joint Board, to undertake all administrative functions on behalf of the Joint Board. The Administrator shall be selected by the Joint Board by simple majority vote.

b) Chief Executive Officer or CEO. For purposes of this Agreement, “Chief Executive Officer” or “CEO” with respect to any Principal is the city manager for a city with a council manager form of city government, or the mayor or city administrator for a city with a council-mayor form of city government.

c) EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency, which was dissolved as a separate nonprofit corporation as of the effective date of this Agreement. The Joint Board is the successor to EPSCA.

d) EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the Joint Board pursuant to Section 6 of this Agreement to represent the Principals on the PSERN Board.

e) Joint Board. The “Joint Board” is the body established by Section 1 of this Agreement.

f) Member. A “Member” or “Joint Board Member” is the individual representing a Principal on the Joint Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.

g) Principal. A “Principal” is a general-purpose municipal corporation formed as a city under the laws of the state of Washington that has accepted the terms of and is a party to this Agreement. The original Principals are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PERSN Board Representative.

h) PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

i) PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, established 2021.

j) PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

k) PSERN Board. The “PSERN Board” is the four-member executive board governing operations of the PSERN Agency.

l) Simple Majority Vote. A “Simple Majority Vote” of the Joint Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

m) Supermajority Vote. A “Supermajority Vote” means Joint Board approval of an item accomplished by securing affirmative votes of not less than two-thirds (66%) of all Members of the Joint Board in number.

SECTION 4. JOINT BOARD POWERS.

The Joint Board shall have all powers allowed by law for a joint board administrative agency created under RCW 39.34.030, as it may be amended, in furtherance of the purpose of the Joint Board as set forth in Section 1.

SECTION 5. JOINT BOARD COMPOSITION AND OPERATION.

a) Composition. The Joint Board shall be composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal

or his/her alternate as provided in Section 5.d. Such representatives are referred to as a Member or Members of the Joint Board.

b) Conditions for Serving on Joint Board. All Members and their alternates shall serve without compensation from the Joint Board. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

c) Powers. The Joint Board shall have final decision-making authority upon all policy issues and shall exercise the powers described in Section 4. The Joint Board may delegate responsibility for execution of Joint Board policies and directives and for administrative decision-making to the Administrator.

d) Alternates. Each Member of the Joint Board may designate one alternate to serve on the Joint Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency. Such alternate shall have the authority to bind the Principals when acting in the Member's stead.

e) Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 9 has given notice of withdrawal or has which been terminated by vote of the Joint Board) shall constitute a quorum of the Joint Board for purposes of doing business on any issue.

f) Voting. The Joint Board shall strive to operate by consensus. Except as otherwise described herein, all Joint Board decisions require a Simple Majority Vote for approval. A Member, or their alternate, may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal, or which has been terminated by vote of the Joint Board shall be authorized to cast votes at the Joint Board only on those matters defined in Section 8 and subject to Section 9.

g) Officers. The Joint Board shall have two officers: a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the Joint Board. The Vice-Chair shall assume this role in absence of the Chair.

a. At the first meeting of the Joint Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 202_, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Joint Board shall elect a new Chair and Vice-Chair for one-year terms commencing each June 1.

b. 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 position, the Joint Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.

c. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1).

d. The Board shall appoint persons to serve as Secretary and Treasurer of the Joint Board, provided that such persons shall not be Members of the Joint Board.

h) Staffing. The Administrator shall assign agency staff to support the Joint Board as it deems appropriate.

i) Meetings. The Joint Board shall meet as often as it deems necessary and not less than once every six (6) months, at a time and place designated by the Chair of the Joint Board or by a majority of its Members. Not less than fourteen (14) calendar days' advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members

upon giving all other Members not less than ten (10) calendar days' prior notice. In an emergency, the Joint Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Joint Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

j) Joint Board Meeting Procedures. Unless otherwise approved by vote of the Joint Board, upon the request of any Member of the Joint Board, Robert's Revised Rules of Order shall govern any proceeding of the Joint Board.

SECTION 6. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

a) Selection of EPSCA PSERN Board Member, Designee and Alternate. The Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Principals agree to exercise this right as follows:

- i. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Principals.
- ii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three (3) consecutive terms.
- iii. Powers. The EPSCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- iv. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep Joint Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Joint Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Joint Board meetings as they deem appropriate.
- v. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Joint Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Joint Board meeting, whichever is sooner, the Chair shall convene the Joint Board for the purpose of filling any such vacancy.
- vi. Appointment and Removal Process. Except as otherwise provided in Section 6.b, the Principals representatives on the Joint Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Principals' Joint Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Principals' Board Members at a duly noticed Joint Board meeting.

b) Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Principals are responsible to determine what constitutes legislative approval

or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Principals remaining party to the PSERN Operator ILA.

SECTION 7. COST ALLOCATION; PAYMENT.

a) Cost Allocation. The Administrator, with prior approval of the Joint Board, shall as necessary contract with appropriate third parties for any facilities and services necessary to the operation of the Joint Board. Any necessary expenses of the Joint Board shall be approved by a supermajority vote of the Joint Board, shall be allocated equally between all Principals unless otherwise agreed to by all Principals, and shall not exceed \$500 in a calendar year.

b) Payment and Delinquencies. Payments shall be made within 45 days of invoice by the Administrator, and any payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. Withdrawal from this Agreement does not extinguish the obligation to pay the Joint Board for services, together with interest.

SECTION 8. RETAINED POWERS OF PARTICIPATING AGENCIES. Each Principal shall retain the responsibility and authority for its operational departments with respect to any activities related to public safety radio dispatch and related services.

SECTION 9. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a) Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Joint Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b) Time is of the essence in giving notice of termination or withdrawal.

c) The termination or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations under this Agreement.

d) A Joint Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Joint Board, which termination is effective at a future date, shall be authorized to cast votes at the Joint Board only on budgets items to be implemented prior to the withdrawal or termination date.

e) Effect of Withdrawal of an original Principal. If an original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal may no longer participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Joint Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original Principal's Joint Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

SECTION 10. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Joint Board, except that any amendment affecting the terms and conditions of membership on the Joint Board, voting rights of Joint Board members, powers of the Joint Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration,

termination or withdrawal, expansion of the scope of services provided by the Joint Board (Sections 1 and 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals.

SECTION 11. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a) This Agreement may be terminated upon the Supermajority Vote of Principals. The termination shall be by direction of the Joint Board wind up business by a specified date which date shall be at least ninety (90) days from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b) Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Joint Board shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Joint Board liabilities, shall be distributed to those Principals still participating in Joint Board on the day prior to the termination date and shall be apportioned equally between the Principals.
- ii. In the event outstanding liabilities of the Joint Board exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.

c) Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain. Nothing precludes the remaining Principles from entering into a new agreement to exercise their rights under the PSERN Operator ILA.

d) Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of the Joint Board unless provision is made for those obligations.

SECTION 12. DISPUTE RESOLUTION.

a) Whenever any dispute arises between the Principals or between the Principals and the Joint Board (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b) The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Joint Board and a representative(s) of the Principal(s) involved in the dispute.

c) If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

d) If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and

the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

SECTION 13. INTERGOVERNMENTAL COOPERATION. The Joint Board shall cooperate with local, state, and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

SECTION 14. INDEMNIFICATION AND HOLD HARMLESS.

a) Each Principal shall defend, indemnify, and hold harmless the Joint Board, other Principals, and such Principals' officers, officials, employees, agents, and volunteers from any and all claims, injuries, damages, losses, or suits (including attorney fees) arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal or the Joint Board.

b) It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.

c) The provisions of this Section shall survive the expiration or termination of this Agreement.

d) Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

SECTION 15. NOTICE.

Notices required to be given to the Joint Board under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Joint Board
c/o his/her/their Principal agency's address

Notices to Principals or Members required hereunder may be given by mail or email (with confirmation of transmission), or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Joint Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 16. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

SECTION 17. FILING.

As required by RCW 39.34.040, this Agreement shall be listed by subject on a Principal's website or other electronically retrievable public source.

SECTION 18. NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 19. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section, or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

SECTION 20. RATIFICATION.

All prior acts taken by the Principals and the Joint Board consistent with this Agreement are hereby ratified and confirmed.

SECTION 21. EXECUTION AND COUNTERPARTS.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

Attachment B

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT

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

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system’s equipment, software and related repairs.

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

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

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

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

F. The purpose of this Agreement is to create the new governmental agency to be known as the “PSERN Operator” and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

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

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

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

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

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

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

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

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

1.1.9 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

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

1.2 Definitions

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

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

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

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

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

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

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

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

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

1.2.9 KCERS means the King County Emergency Radio Communication System.

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

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a

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

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

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

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

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

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

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

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

2.0 DURATION OF AGREEMENT

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

3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES

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

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

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

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

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

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The Board’s composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator’s articles of incorporation or bylaws.

4.2 Composition of the Board of Directors

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

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

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

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

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

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

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

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

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

4.3 Quorum and Meeting Procedures

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

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

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

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

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

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

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

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in

Board meetings and may vote on Board issues via telephone or other electronic voice communication.

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

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

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

4.4 Board of Directors Actions

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

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;
- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;
- g. Direct the activities of the Executive Director;
- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the

compensation for, and be authorized to terminate the employment of the Executive Director.

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

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

4.5 Impasse Resolution Procedure

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

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

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

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the

mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of the invoice.

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

5.0 OPERATING BOARD

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

6.0 EXECUTIVE DIRECTOR

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

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

6.1 Executive Director Duties

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;

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

6.2 Qualifications and Status of the Executive Director

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

7.0 EMERGENCY PROCEDURES

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency

determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

8.0 PSERN OPERATOR EMPLOYMENT

8.1 Employees Generally

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

8.2. Employment of Current Regular Employees

8.2.1 Offer of Employment

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

8.2.1.2 Directly Hired Employees

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

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

8.2.1.3 Agency-Provided Employees

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

8.2.2 Retirement Benefits

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

8.3 Temporary Employment of PSERN Transitional Employees

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

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

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

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

8.4 No Third-Party Beneficiaries.

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

9.0 Service Level Requirements

9.1 Contractor Services

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

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

9.2 Minimum Performance

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

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

10.0 RESERVED

11.0 WITHDRAWAL AND REMOVAL

11.1 Withdrawal of a Party

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

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

11.1.3 Costs of Withdrawal

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

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

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

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

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

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board

member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

12.0 DISSOLUTION AND TERMINATION

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

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

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

13.0 LEGAL RELATIONS

13.1 Employees and No Third Party Beneficiaries

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

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

13.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's willful or negligent acts or

omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

13.3 Insurance

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

14.0 PUBLIC RECORDS

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

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

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

15.0 GENERAL

15.1 RESERVED

15.2 Filing of Agreement

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

15.3 Time of the Essence

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

15.4 Compliance with Laws

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

15.5 Specific Performance

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

15.6 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

15.7 Parties Not Relieved of Statutory Obligation

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

15.8 Nondiscrimination

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

15.9 No Assignment

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

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

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

15.11 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

15.12 Entire Agreement

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

15.13 Amendments

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

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.

- b. The composition of the Board of Directors.
- c. Addition of new Parties.
- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

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

15.14 Notices

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

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

15.15 Conflicts

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

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

15.16 Choice of Law; Venue

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

15.17 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be

invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.18 Survival Provisions

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

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

15.19 Counterparts

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

15.20 Execution

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

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

KING COUNTY

CITY OF AUBURN

Name _____

Title _____

Date _____

Name _____

Title _____

Date _____

Attest:

Approved as to Form:

Deputy Prosecuting Attorney

City Clerk

Approved as to Form:

City Attorney

CITY OF BELLEVUE

CITY OF FEDERAL WAY

Name _____

Title _____

Date _____

Attest:

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

CITY OF KENT

Name _____

Title _____

Date _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

DocuSigned by:


Name Angela Birney

Title Mayor

CITY OF RENTON

Name _____

Title _____

Date 8/24/2020

Date _____

Attest:

Attest:

DocuSigned by:
Cheryl Xanthos
E728E589816E4E1...
City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:
Jim Haney
85394CE968994B5...
City Attorney

City Attorney

CITY OF SEATTLE

CITY OF TUKWILA

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Attest:

Approved as to Form:

Approved as to Form:

City Attorney

City Clerk

City Attorney

Exhibit A

Cost Allocation Model

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

Division of Budget Between Radios and Consoles

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

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

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

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

Public Safety and Other Radio Rates

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

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

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

Console Rates

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

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

END OF EXHIBIT A.

Exhibit B Polygon Coverage Areas with Added Signal



Puget Sound Emergency Radio Network
May 17, 2019



0 1 2 Miles

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

PSERN 2018
BSEPN-10-Building-001-2018 Baseline
TBDH48
TBDH48-ZBK15G3
Pricing 7-1

Motorola Solutions Confidential Restricted

Certificate of Completion

Envelope Id: 0D097FE1CC9E4D058DC9EC19E92A8302

Status: Completed

Subject: PSERN Interlocal Agreement

Source Envelope:

Document Pages: 28

Signatures: 8

Envelope Originator:

Certificate Pages: 2

Initials: 0

Debbie Keranova

AutoNav: Enabled

15670 Ne 85th St

Envelopeld Stamping: Enabled

Redmond, WA 98052

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

dkeranova@redmond.gov

IP Address: 73.225.237.79

Record Tracking

Status: Original

Holder: Debbie Keranova

Location: DocuSign

8/21/2020 11:49:53 AM

dkeranova@redmond.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Redmond, WA

Location: DocuSign

Signer Events

Signature

Timestamp

Debbie Keranova

Completed

Sent: 8/21/2020 11:59:10 AM

dkeranova@redmond.gov

Viewed: 8/21/2020 11:59:26 AM

Fiscal Services Manager

Signed: 8/21/2020 12:44:30 PM

City of Redmond

Using IP Address: 73.225.237.79

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Malisa Files (Director)

DocuSigned by:
Malisa Files (Director)
5D93498632E44CA...

Sent: 8/21/2020 12:49:52 PM

mfiles@redmond.gov

Viewed: 8/21/2020 1:54:40 PM

Finance Director

Signed: 8/21/2020 1:55:00 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.152.61.20

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Haney

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Jim Haney
85394CE968994B5...

Sent: 8/21/2020 1:55:04 PM

jhaney@omwlaw.com

Viewed: 8/21/2020 3:35:46 PM

Security Level: Email, Account Authentication
(None)

Signed: 8/21/2020 3:36:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 137.117.8.24

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Malisa Files

DocuSigned by:
Malisa Files
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Sent: 8/21/2020 3:36:15 PM

RiskContracts@redmond.gov

Viewed: 8/24/2020 8:40:10 AM

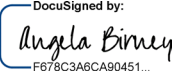
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(None)

Signed: 8/24/2020 8:40:25 AM

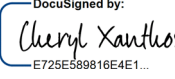
Signature Adoption: Pre-selected Style

Using IP Address: 204.152.61.20

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Angela Birney abirney@redmond.gov Mayor Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.152.61.20	Sent: 8/24/2020 8:40:31 AM Viewed: 8/24/2020 8:41:08 AM Signed: 8/24/2020 8:42:00 AM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheryl Xanthos ClerksContracts@redmond.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.81.166.86	Sent: 8/24/2020 8:42:05 AM Viewed: 8/24/2020 4:47:59 PM Signed: 8/24/2020 5:10:02 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Debbie Keranova dkeranova@redmond.gov Fiscal Services Manager City of Redmond Security Level: Email, Account Authentication (None)	 Using IP Address: 73.225.237.79	Sent: 8/21/2020 12:44:35 PM Viewed: 8/21/2020 12:45:17 PM Completed: 8/21/2020 12:49:51 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/24/2020 8:42:05 AM
Certified Delivered	Security Checked	8/24/2020 4:47:59 PM
Signing Complete	Security Checked	8/24/2020 5:10:02 PM
Completed	Security Checked	8/24/2020 5:10:02 PM

Payment Events	Status	Timestamps
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Memorandum

Date: 5/12/2026

File No. CM 26-283

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Human Resources	Cathryn Laird	425-556-2125
Technology and Information Services	Michael Marchand	425-556-2173

DEPARTMENT STAFF:

Technology and Information Services	Courtney Miller	Technology Project Manager
Human Resources	Kseniya Daly	Deputy HR Director
Technology and Information Services	Carmen Hall	Project Mgmt Office Manager

TITLE:

UKG Pro and Microsoft Dynamics 365 Finance & Operations (D365 F&O) - Bidirectional Integrations

OVERVIEW STATEMENT:

Engaging a partner to develop bi-directional integrations between UKG Pro and the City’s existing ERP, Dynamics 365 F&O, reducing manual processes and ensuring system alignment. This Statement of Work expands the City’s partnership with Protiviti to provide additional technology resourcing and support.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2025/2026 BTIP
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

UKG Pro and D365 F&O integration benefits include:

- Consistent data alignment across core HR and Finance systems
- Increased frequency of integrations that protect operational continuity
- Error-handling and notification capabilities to reduce failures and keep teams informed
- Scalable integration design documentation to support future growth and integrations

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

The agreement is structured as a time and materials contract with a total value of \$78,676 plus tax. A previously executed discovery phase contract for \$20,800 reduces the remaining approval amount to \$57,876 plus tax.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

362 - BTIP

Budget Priority:

Strategic and Responsive

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

Annual support cost \$12,000

Funding source(s):

Costs associated with the implementation will come from the 2025/2026 BTIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date: 5/12/2026

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 26-283

Type: Committee Memo

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/19/2026	Business Meeting	Approve

Time Constraints:

UKG Pro estimated go live Q4 2026.

ANTICIPATED RESULT IF NOT APPROVED:

Continue using the manual file-based integration process developed by the City, updated to reflect UKG Pro mapping requirements.

ATTACHMENTS:

Attachment A: Protiviti Scope of Work

STATEMENT OF WORK

Check one

Project **Staff Augmentation**

This is a Statement of Work referred to in the Master Services Agreement (the “**Agreement**”) dated February 13, 2026, by and between City of Redmond, WA (“**Client**”) and Protiviti Inc. (“**Protiviti**”). This Statement of Work shall be effective upon the first to occur of (i) the date Protiviti commences providing the Services or (ii) the date it is signed by both parties.

- **Engagement Overview**
 - This SOW covers the Build Phase of the UKG Pro ↔ Microsoft Dynamics 365 Finance & Operations (D365 F&O) integration program.
 - This phase will execute upon the approved outputs of the Discovery Phase, including finalized integration requirements, architecture, and data mapping specifications. Protiviti will design, build, test, deploy, and stabilize all in-scope integrations as defined in the Discovery deliverables and attached as appendices to this SOW.
- **Name of Project:** City of Redmond UKG Integration
- **Client’s Project Manager:** Courtney Miller
- **Objectives**
 - Implement secure, reliable, and scalable integrations between UKG Pro and D365 F&O
 - Ensure accurate and auditable data movement aligned with City governance standards
 - Deliver tested, production-ready integrations with operational monitoring and support readiness
 - Transition integrations to steady-state support following go-live
- **Scope of Services:**

Overview:	This Statement of Work covers the Build Phase of the City of Redmond UKG Pro ↔ Microsoft Dynamics 365 Finance & Operations (D365 F&O) Integration Program.
In-Scope Integrations	<p>Based on Discovery outcomes, the following integrations will be implemented:</p> <p>Worker / Employee Master (UKG → D365) Job / Position Master (UKG → D365) Payroll Cost / GL Distribution (UKG → D365) Financial Dimensions (D365 → UKG) Position / Organizational Updates (D365 → UKG) Integration monitoring, error handling, and alerting</p> <p>Integration will be a file based integration with a report delivered by UKG onto azure blob storage for processing.</p> <p>*Final integration list, frequency, and triggers will be governed by the approved Integration Requirements Document (IRD). **As the IRD document is still being created, if there are material changes, Protiviti will evaluate to see if there is any change in effort required. If material</p>

	effort changes are required, Client and Protiviti will agree on a change order in alignment with the change in effort.
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<p>Integration Design & Build</p>	<p>Protiviti will:</p> <ul style="list-style-type: none"> ○ Finalize technical design specifications for each integration ○ Configure Azure integration components including: ○ Logic Apps ○ Azure Functions ○ Azure Data Factory (if applicable) ○ Secure Blob Storage / SFTP endpoints ○ Build transformation logic per approved mapping specifications ○ Develop logging, monitoring, and error-handling frameworks.
<p>D365 F&O Configuration</p>	<ul style="list-style-type: none"> ○ Configure and/or extend applicable Data Management Framework (DMF) entities ○ Configure data import/export frameworks as required ○ Validate financial dimension alignment and master data dependencies
<p>Testing</p>	<p>Protiviti will support and execute:</p> <ul style="list-style-type: none"> ● Unit Testing <ul style="list-style-type: none"> ○ Validate individual integration components and transformations ● System Integration Testing (SIT) <ul style="list-style-type: none"> ○ End-to-end validation across UKG → Azure → D365 ○ Error-handling and recovery validation ● User Acceptance Testing (UAT) Support <ul style="list-style-type: none"> ○ Defect resolution support ○ Technical clarification and troubleshooting ○ Retesting of fixes
<p>User Acceptance Testing (UAT) Roles and Responsibilities</p>	<p>City of Redmond is responsible for:</p> <ul style="list-style-type: none"> ○ Own and manage the UAT process and schedule ○ Define UAT scenarios, test cases, and acceptance criteria ○ Execute functional and business validation testing ○ Provide test data and validate payroll and financial results ○ Log, triage, and prioritize defects in an agreed tracking tool ○ Meet agreed testing timelines and provide timely feedback ○ Provide formal UAT sign-off

	<p>Protiviti is responsible for:</p> <ul style="list-style-type: none"> ○ Provide technical support during UAT ○ Analyze and remediate confirmed integration defects attributable to the build ○ Provide clarification on integration behavior and data flows ○ Support re-testing of resolved defects ○ Advise on technical feasibility and root cause analysis
Defect Severity Definitions	<p>Critical: An issue that causes a complete failure of an in-scope integration or materially prevents core business operations. No viable workaround exists.</p> <p>High: An issue that significantly impacts processing accuracy or timeliness but has a viable workaround. Core business operations can continue with mitigation.</p> <p>Medium: An issue that does not prevent processing and has minimal business impact. Workarounds are available with low operational risk.</p> <p>Low: Cosmetic, informational, or enhancement-related issues with no impact to integration functionality or business operations.</p>
Deployment & Cutover	<ul style="list-style-type: none"> ○ Develop deployment and cutover strategy ○ Support lower-environment deployments ○ Execute production deployment ○ Validate production data flows and job scheduling ○ Support initial payroll and financial cycles, if applicable.
Documentation & Knowledge Transfer	<ul style="list-style-type: none"> ○ Finalized integration design specifications ○ Final data mapping documents ○ Knowledge transfer session for City technical staff

<p align="center">Hypercare & Warranty</p>	<p>Hypercare (30 Days Post Go-Live)</p> <ul style="list-style-type: none"> ○ Production issue resolution ○ Performance tuning ○ Monitoring oversight <p>Warranty Period (Additional 30 Days)</p> <ul style="list-style-type: none"> ○ Defect remediation related to integration build ○ No additional cost for warranty-covered issues
<p align="center">Hypercare Exit Criteria</p>	<p>Critical: No open Critical issues attributable to Protiviti integration build.</p> <p>High: No open High issues without an agreed workaround.</p> <p>Medium: May remain open and transition to Warranty or standard support, if documented and agreed.</p> <p>Low: Acceptable and do not prevent Hypercare exit.</p>

• **Deliverables:**

Deliverable	Description
Final Integration Design Documents	Detailed technical designs per interface
Azure Integration Components	Production-ready Logic Apps / Functions
Configured DMF Entities	D365 import/export artifacts
Test Evidence	Unit & SIT results
Deployment & Cutover Plan	Approved execution approach
Knowledge Transfer Session	Recorded and Documented

• **Out of Scope:**

<p align="center">The following items are explicitly out of scope for this SOW</p>	<ul style="list-style-type: none"> ○ Changes to UKG Pro application configuration or UI ○ Custom UKG Pro development ○ Real-time API integrations (file-based only) ○ Historical payroll data migration ○ Report development in either system ○ Ongoing managed services beyond warranty period
<p align="center">Warranty Scope Clarification</p>	<p>During the Warranty Period, Protiviti will remediate defects attributable to the integration build that were not evident or reproducible during UAT. Warranty does not include enhancements, new requirements, or issues caused by source system changes, data anomalies, or third-party configuration changes.</p>

- **Responsibilities:**

<p style="text-align: center;">Protiviti Responsibilities</p>	<ul style="list-style-type: none"> ○ Integration architecture and development ○ Azure and D365 F&O configuration ○ Testing execution and defect remediation ○ Deployment and go-live support ○ Documentation and knowledge transfer
<p style="text-align: center;">City of Redmond Responsibilities</p>	<ul style="list-style-type: none"> ○ Provide timely access to UKG and D365 environments ○ Provide test data and payroll validation ○ Participate in UAT and sign-offs ○ Approve deliverables and deployment milestones

- **Assumptions & Dependencies**

<p style="text-align: center;">Assumptions</p>	<ul style="list-style-type: none"> ○ Discovery deliverables are approved prior to build start ○ Required environments are available and stable ○ UKG extract formats remain consistent with Discovery outputs ○ No material scope changes without formal change control ○ UKG and D365 Finance and Operations will stay on the same version throughout the implementation. If any changes happen that change the level of effort, a change order may be required.
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• **Fees:**

Level	Billing Rate
Managing Director	\$470
Senior Director/Director	\$470
Associate Director	\$345
Senior Manager	\$310
Manager	\$280
Senior Consultant	\$250
Consultant	\$175
Offshore – Associate Director	\$111
Offshore – Manager	\$51
Offshore – Deputy Manager	\$42

In addition to professional fees, out-of-pocket expenses incurred (including reimbursement for use of software and research tools), and billing processing fees (e.g. VMS), a 6% charge for technology and knowledge capital usage (applied to professional fees) will be billed to Client.

Resource Type	Role	Hours	Rate	Total	Comments
Quality Review – US Onshore	Managing Director	10	\$470	\$4,700.00	QA
Technical – US Onshore	Senior Manager	40	\$265	\$12,400.00	Governance + QA
Functional	Associate Director	60	\$111	\$6,660.00	Functional documentation / Testing
Technical	Associate Director	60	\$111	\$6,660.00	Solution Design, Architecture, Integration Patterns
Technical - Integration	Manager	260	\$51	\$13,260.00	Integration Development, Testing, Deployments
Technical – Integration	Deputy Manager	260	\$42	\$10,920.00	Integration Development, DMF Packages, Support
TOTAL:		690		\$54,600	

Executed this day of April 27th, 2026.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI INC.

CITY OF REDMOND, WA

By: _____
Kevin McCreary
 Managing Director

By: _____



Memorandum

Date: 5/12/2026

File No. CM 26-282

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Technology and Information Services	Michael Marchand	425-556-2173
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DEPARTMENT STAFF:

Technology and Information Services	Melissa Brady	Enterprise Data and GIS Manager
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TITLE:

2026 Aerial Photography, Lidar, and Supplementals

OVERVIEW STATEMENT:

We propose to participate in a regional aerial imagery and LiDAR acquisition through the eGovCity Alliance. Participating collaboratively allows us to share costs while ensuring consistent, high-quality data across jurisdictions.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies: N/A
- Required: N/A
- Council Request: N/A
- Other Key Facts: N/A

OUTCOMES:

This effort will provide updated high-resolution imagery and elevation data to support the development of contours, impervious surface, tree canopy analysis, and building height information. These datasets are foundational to a wide range of City functions, including planning, infrastructure management, and environmental analysis.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Work will be complete in the Summer of 2026.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$94,764

Approved in current biennial budget: **Yes** **No** **N/A**

Budget Offer Number:
Environmental Sustainability

Budget Priority:
Healthy and Sustainable, BTIP

Other budget impacts or additional costs: **Yes** **No** **N/A**

If yes, explain:
N/A

Funding source(s):
Stormwater Utility Funds
BTIP - Environmental Sustainability Data and Tools

Budget/Funding Constraints:
The funds are earmarked for Environmental Sustainability work

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/19/2026	Business Meeting	Approve

Date: 5/12/2026

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 26-282

Type: Committee Memo

Time Constraints:

The aerials and lidar are being scheduled with the larger consortium for the summer of 2026.

ANTICIPATED RESULT IF NOT APPROVED:

The City will continue to work with outdated tree canopy and impervious surface imagery.

ATTACHMENTS:

Attachment A: GeoTerra Proposal

Proposal for Aerial Mapping Services

Submitted to: **Nate Fears, Sr. GIS Analyst**
City of Redmond, WA
15670 NE 85th St
PO Box 97010
Redmond, WA 98073
nfears@REDMOND.GOV

Project Name: **2026 Redmond eCityGov Supplementals**
 Location: **Redmond, WA**

Lidar / Impervious / Summer Orthos
Acquire new Lidar at a minimum density of 16 pts/m² during summer leaf-on conditions. Calibrate and adjust to existing control. Deliver classified Lidar, DEM / DSM / CHM rasters, tree canopy polygons, 1-foot contours with supporting terrain. **Collect new impervious surfaces** using stereo imagery flown for the 2026 eCityGov project. **Fly new summer 4-band aerial imagery** suitable to produce 0.5' pixel orthophotography.

Specifications	Notes
Project Type	Lidar / Impervious / Orthos
eCityGov Alliance Base Products	7cm stereo imagery
Aerial Topographic Lidar	22,970 acres
Terrestrial Lidar Sensor	Optech Galaxay T2000
Time of Flight	Leaf-on season
Pulse Density	16 pts/m ²
Swath-Swath Overlap	≥ 50%
Classification	Yes
Hydro-flattened	Yes
Survey Data	Existing Control
Vertical Accuracy	RMSEz ≤ 0.1 m (0.33 ft)
Accuracy Validation Points	Existing Data
Impervious Features	11,486 acres
Collection Method	Photogrammetric
Map Scale	1" = 100'
Topology	Validated
Preferred Schema	Yes
Summer Orthophotography	22,970 acres
Flight	Leaf-on season
Resolution	0.5' pixel
Delivery via	HDD / FTP / OneDrive

- Summer Lidar Deliverables:**
- * Leaf-on Aerial Lidar at > 16 pts/m² density, with classification, LAS v1.4
 - * 3' DEM (Bare Earth) Hydro-flattened raster data in GeoTIFF format
 - * 3' DSM (Highest Hit) raster data in GeoTIFF format
 - * 3' CHM (Canopy Height Model) raster data in GeoTIFF format
 - * Tree canopy polygons (≥ 10' in height and ≥ 5' in diameter) in ESRI geodatabase format
 - * 1' Contours with terrain surface, in ArcGIS geodatabase format.
 - * Flight Index in geodatabase format
 - * Lidar Report in PDF format
 - * Project metadata in FGDC-compliant XML format
- Impervious Deliverables:**
- * Impervious feature polygons, including building elevation and heights, in ArcGIS geodatabase format using city-supplied schema.
 - * Project metadata in FGDC-compliant XML format
- Summer Ortho Deliverables:**
- * 0.5' pixel RGB-Nir Ortho Tiles in uncompressed GeoTIFF and 10:1 compressed SID/SDW formats
 - * Flight Index in geodatabase format
 - * Project metadata in PDF format
 - * Project metadata in FGDC-compliant XML format

(Cost Table shown on page 2)

Submitted by: **Leanne Mitchell**
 Project Coordinator
 GeoTerra, Inc.
lmitchell@geoterra.us
 541-914-1582

Total cost approved by City of Redmond for supplemental products to include with 2026 eCityGov Alliance contract =

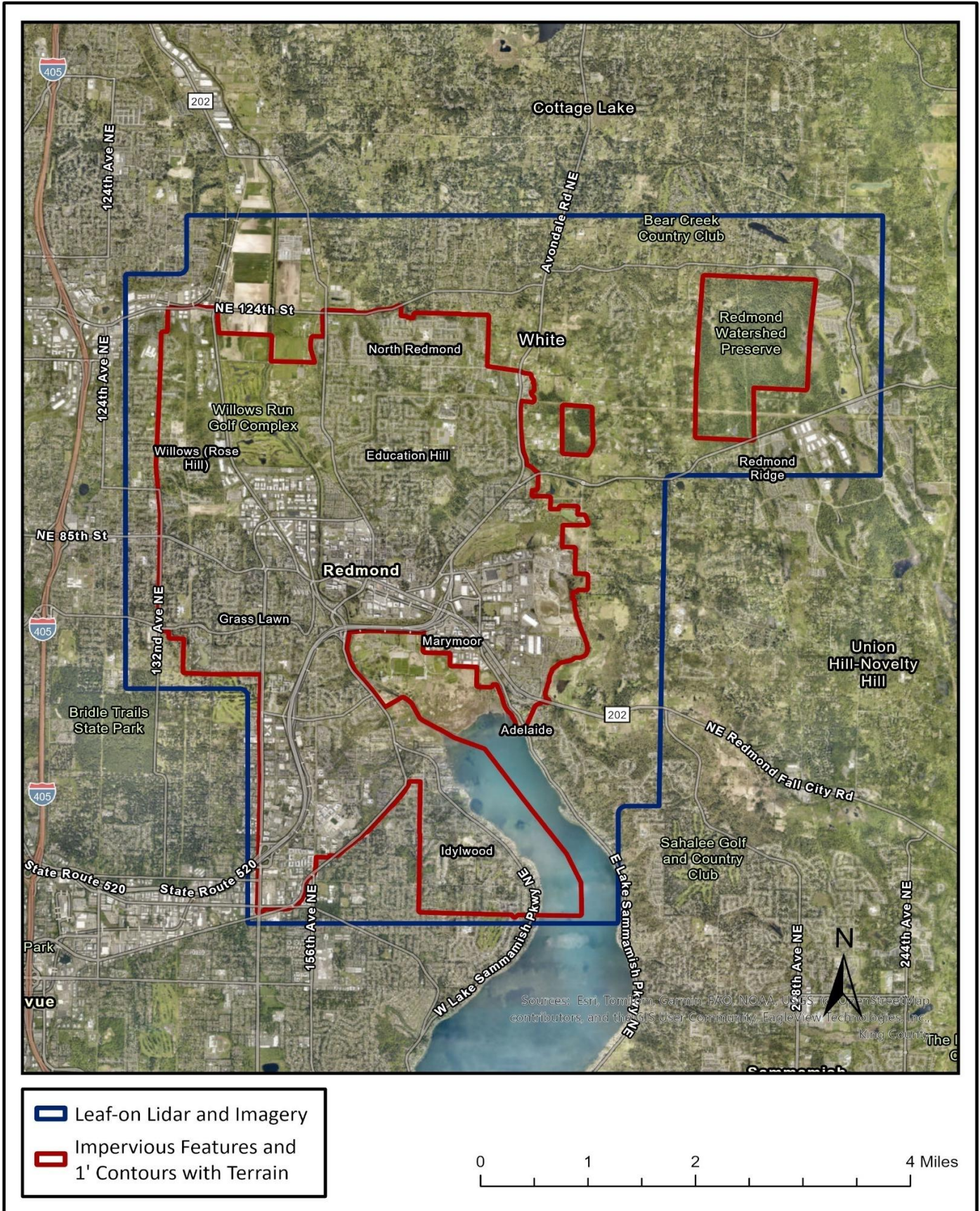
Approved By: _____

Signature: _____

Date: _____

Product	COST	Notes
16 ppsm Aerial Lidar	\$36,650	Flown during early summer leaf-on conditions with focus on tree canopy returns. Includes: calibration, classificatio; terrain and 1' contours; tree canopy polygons; and DEM, DSM and CHM raster models.
New Impervious Features	\$39,800	Includes topology-corrected polygons and buildings attributed with roof elevation, floor elevation, and height. Data delivered in ArcGIS geodatabase format using the city's supplied data schema
Option 1 - Stand Alone Summer 0.5' Pixel Orthos	\$9,450	Includes <i>solo</i> summer flight of 4-band (RGB-Nir) aerial imagery and production of 0.5'-pixel orthophotography
Option 2 - <i>Shared</i> Summer 0.5' Pixel Orthos	\$3,685	Total cost assuming imagery flight and production of orthophotography is <i>performed with Sammamish</i> .
Additional 5 tiles of 0.25'-pixel Leaf-off Orthos for eCityGov Alliance	\$1,040	Cost to flight and produce 5 additional 3000'x3000' 4-band leaf-off ortho tiles that were not included in the final 2026 contract.

2026 City of Redmond - eCityGov Supplemental Data



Proposed Lidar Classification Scheme	
LAS Classification	Description
01_Unclassified	Non-ground points
02_Ground Points	Bare earth points
04_Tree Canopy	Trees ≥ 10 ft in height
06_Building Points	All returns on buildings at least > 100 ft ² in size
07_Low Noise	Anomalous points below ground – flagged as withheld
09_Water	Point returns found on water
17_Bridge	Point returns on bridge decks
18_High Noise	Anomalous points above ground – flagged as withheld
20_Ignored Ground	Near breaklines

Proposed Impervious Features
<p>Impervious Features will be delivered in the City's Data Shema as shown in Attachment A.</p>

Project Methodology

Summary

Several aerial mapping products are included in this proposal to support the City's interest in impervious features, forest canopy metrics, summer imagery, and terrain products. Boundaries for each area of interest are shown on page 3. Impervious features will be produced using the 2026 eCityGov Alliance's 0.25'-pixel leaf-off imagery. New aerial Lidar and imagery will be flown during the early summer leaf-on timeframe to support urban forest canopy assessment. The key to Lidar acquisition and processing is to allow consistent repeatability every one to two years to account for changes in forest canopy over time.

Leaf-on Aerial Lidar Acquisition

Lidar will be acquired using an Optech Galaxy T2000 sensor mounted in a fixed-wing aircraft for an AOI of 22,970 acres; see map on page 3. The Galaxy is designed to achieve up to 8 returns for each pulse emitted. Data will be captured at a pulse density of at least 16 pts/m² during the summer leaf-on season using a fixed-wing aircraft. The summer timing of flight, point density, and returns per pulse will ensure a robust canopy definition. Planned point density will be achieved by acquiring at > 55% lateral overlap between swaths. This acquisition strategy reduces "laser shadows" by allowing at least two sensor angles to assist with better definition of both vegetation, features, and ground. At least one cross flight will be flown at 90-degrees across all main flight lines and used to assist with calibration and adjustment.

Survey Control for Lidar Adjustment

As a substantial cost savings measure, existing or historical control will be used to adjust the calibrated Lidar data to ground coordinates. As additional savings, data accuracy will be validated using existing Lidar sources as a relative comparison with results reported in the final Lidar report. Final data will be produced to meet ASPRS Positional Accuracy standards for a 0.33-foot RMSEv Non-Vegetated Accuracy (NVA) Class.

Unless otherwise requested, data will be delivered in the following coordinate system:

- Washington State Plane, North Zone
- Horizontal datum: NAD83(HARN)
- Vertical datum: NAVD88, Geoid 12B
- Unit of Measure: US Survey Feet

Lidar Calibration and Processing

A rigorous calibration of all Lidar swaths will be performed using *TerraMatch* software to achieve a tight relative fit of all data (+/- 8cm). Once calibration is achieved, Lidar returns will be auto classified using *TerraScan* software with algorithms specifically designed for the type of terrain and above ground features found within the AOI. For this project, the focus will be on identifying tree canopy returns for urban forest analysis and ground points for creating terrain and 1' contours. After calibration and autclassification, data will be adjusted to the project coordinate system using historical ground control. Lidar returns will be classified using the scheme shown in the table on page 4 and delivered in LAS v1.4 format in an edge-matched tile scheme that is georeferenced to the project coordinate system.

Terrain and Contours

Contours will be created for 11,486 acres using the aerial Lidar; see boundary on page 3. Ground classified Lidar returns will be filtered into a limited set of Model Key Points (MKP) and used as the basis of terrain. 3D breaklines will be collected along significant sharp breaks in terrain such as bridge abutments where needed to improve terrain definition. The final terrain will be hydro flattened using 3D vectors collected at the edges of lakes and ponds greater than 2 acres in size and along the edges of creeks and rivers greater than 100 feet in width. The resulting MKP, breaklines, and hydro features will be combined into a terrain surface and used to create 1-foot contours with delivery in geodatabase format. Final data will be

Vegetation Metrics

Processed Lidar will be used to create additional products for use in forest metrics for the Lidar AOI shown on page 3. Highest hit returns will be used to create a Digital Surface Model (DSM). Ground returns will be used to create a Digital Elevation Model (DEM). A Canopy Height Model (CHM) will be created by subtracting the DEM from the DSM. The DEM, DSM, and CHM raster data will be delivered at a 3-foot resolution in GeoTIFF format for 22,970 acres; see map on page 3.

Canopy polygons will be created using classified pulse returns on trees ≥ 10 -foot in height and greater than 5-feet in diameter or the equivalent of 20 ft². For large canopy polygons, openings less than 10 ft² in size will be eliminated to provide a “cleaner” data set. All processes used to create the final data will be carefully noted and archived with the project to allow consistent repeatability for future Lidar flights and products.

Impervious Feature Collection

Impervious features will be photogrammetrically collected for 11,486 acres within the City Limits using the spring leaf-off 0.25'-pixel imagery collected for the 2026 eCityGov Alliance project; see map on page 3. Data will be provided in polygon format, and topology checks will be performed to identify and correct any gaps or overlapping data. Each building polygon will be attributed with the following: highest elevation; estimated elevation at floor level; and height. Resulting data will be suitable for a 1" = 100' mapping scale and produced to meet a final horizontal accuracy of $RMSE_H = 1.4'$. A proposed impervious feature list is provided on page 4. Delivery will be provided in ESRI geodatabase format in the city's provided schema.

Leaf-on 4-Band Orthophotography

Aerial imagery will be flown using a large format digital camera with gyro mount and coupled with Airborne GPS and IMU. Imagery will be captured during the early summer months to support urban forest health evaluation. Raw data will be radiometrically adjusted and color balanced on a project-wide basis. Resulting photography will be aerially triangulated using existing control and rectified to a suitable terrain surface to correct for horizontal displacement.

Resulting rectified photos will be mosaicked together to produce 4-band (RGB-Nir) orthophotography at a pixel resolution of 0.5'. Horizontal accuracy will meet $RMSE_H = 1.39'$. The orthophotography will be delivered in edge-matching tiles and georeferenced to the project coordinate system. The final product will be delivered in GeoTIFF format as tiles and in a 10:1 compressed MrSID format for tiles and mosaic(s).



Memorandum

Date: 5/12/2026

File No. CM 26-287

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Technology and Information Services	Michael Marchand	425-556-2173
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Data Governance Program Update

OVERVIEW STATEMENT:

Follow up on Council’s request for additional information about the City’s Data Governance Program. Attachment A is a transcript from Melissa Brady’s presentation on March 10, 2026, as requested by Council.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
The Council requested additional information on the City’s Data Governance Program.
- **Other Key Facts:**
N/A

OUTCOMES:

N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
#294

Budget Priority:
Strategic & Responsive

Other budget impacts or additional costs: Yes No N/A

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/10/2026	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

Date: 5/12/2026

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 26-287

Type: Committee Memo

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Data Governance Presentation Script

FAC: City Council 3/10/2026 Data Governance Program Update Melissa Brady

Enterprise Data Governance Program

Good afternoon Council. My name is Melissa Brady and I serve as the City's Enterprise Data and GIS Manager. Thank you for the opportunity to provide a brief update on the City's Data Governance Program.

The last time we met, Council approved a consulting agreement to conduct a **Data Governance Assessment and Strategy** for the City.

Tonight I will provide a short overview of:

- What we learned from the assessment
- The areas we are focusing on moving forward
- Progress the City has made so far
- Our next steps in strengthening how the City manages and uses data

2025 Data Governance Assessment

In 2025 the City completed a **current-state assessment of data governance practices** across departments.

The assessment included:

- Review of existing data processes and practices against industry best practices
- Evaluation of the City's overall **data governance maturity**
- Interviews with leaders and staff across City departments
- Review of key data systems and major data domains used by the City
- Identification of data-related challenges and opportunities
- Development of a roadmap outlining **future governance capabilities and priorities**

This work provided the City with a **clear understanding of our current capabilities and opportunities for improvement.**

Assessment Insights and Future Focus

The assessment helped the City better understand how data is currently managed across departments and where we have opportunities to strengthen practices as our systems and data needs continue to grow.

Assessment Insights

Across departments, several common themes emerged.

These included opportunities:

- to strengthen how we protect and retain sensitive data,
- improve how departments share information across systems,
- clarify ownership of key datasets,
- expand training and standard practices for working with data,
- make City data easier to find and understand,
- and continue improving data quality while reducing manual processes and duplicate work.

Future Program Focus

To address these opportunities, the City's Data Governance Program is focusing on six key areas:

Data Governance Operating Model

Establish a stewardship framework, governance structure, and departmental data stewards to ensure accountability and coordination across the City.

Data Sharing and Access

Improve how departments securely share and access trusted data across systems.

Data Classification and Sensitivity

Implement consistent data classification and protection standards based on data sensitivity and risk.

Metadata and Data Catalog

Develop a centralized catalog and metadata standards to make City data easier to discover, understand, and trust.

Data Literacy and Training

Provide staff training and guidance to support consistent data practices across departments.

Data Platform and Integration

Strengthen integration between systems and support centralized reporting and analytics capabilities.

Progress to Date

Over the past year, the City has begun building the foundation for a coordinated data governance program.

Key accomplishments include:

- Established a **Data Governance Council** with cross-department representation
- Developed **draft operational governance practices, standards, and guidelines**, including:
 - Enterprise Data Governance
 - Data Stewardship
 - Data Access and Sharing
 - Metadata Standard
 - Data Architecture Standard
 - Data Classification Guideline
- Initiated a **Data Governance Literacy Program** to help staff understand their role in managing and protecting City data
- Developing a **standardized onboarding process** to ensure datasets are documented and governed consistently

Next Steps – Moving from Framework to Implementation

The next phase focuses on applying these processes in practice.

Upcoming activities include:

- Piloting the **data onboarding process** with selected datasets
- Testing governance processes and standards in real operational scenarios
- Refining processes based on staff feedback and implementation results
- Expanding stewardship practices across additional departments and datasets

This approach allows the City to **implement governance thoughtfully and ensure processes are practical for staff and are meeting our expectations for results.**

Long-Term Benefits

Strengthening data governance will help the City:

- Improve the reliability and consistency of information used for decisions
- Reduce redundant work and manual data processes
- Improve collaboration and data sharing across departments
- Strengthen security and responsible management of sensitive data
- Support modern analytics, reporting, and emerging technologies

Value to the City and Community

Strong data governance helps ensure the City can:

- Deliver services more efficiently
- Make informed policy and investment decisions
- Improve transparency and accountability
- Support long-term planning and growth
- Protect resident and City information

Ultimately, this work helps the City **use data more effectively to serve the Redmond community.**

Thank you and are there any questions.



Memorandum

Date: 5/12/2026

File No. CM 26-281

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Technology and Information Services	Michael Marchand	425-556-2173
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DEPARTMENT STAFF:

Technology and Information Services	Cody Maginnis	TIS Customer Care Manager
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TITLE:

2026 Technology and Information Services (TIS) Customer Care Update

OVERVIEW STATEMENT:

Technology and Information Services (TIS) Customer Care will update City Council with a brief overview of the responsibilities and operations of the Customer Care group and the services it provides to the City.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

Provide Direction

Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
TIS provide periodic updates to the Mayor and Council on work happening within the Department
- **Other Key Facts:**
N/A

OUTCOMES:

N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
#294

Budget Priority:
Strategic & Responsive

Other budget impacts or additional costs: Yes No N/A

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:
N/A

Date: 5/12/2026

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 26-281

Type: Committee Memo

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 5/12/2026

File No. CM 26-243

Meeting of: Committee of the Whole - Finance, Administration, and Communications

Type: Committee Memo

TO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
Finance	Hailey Zurcher	Financial Planning Manager

TITLE:

Budget Process Update: Long-Range Financial Strategy, Fiscal Policies, and Community Engagement

OVERVIEW STATEMENT:

During the April 14, 2026, study session, Council was presented with the latest drafts of the updated Long-Range Financial Strategy and Fiscal Policies documents. Both documents are being refreshed as part of the 2027-2028 budget process, and the updated versions will be adopted with the 2027-2028 biennial budget in late 2026. Council is being provided a framework for reviewing these draft documents.

Additionally, Council requested an update regarding community engagement for the 2027-2028 budget.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

Provide Direction

Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - City of Redmond Long-Range Financial Strategy
 - City of Redmond Fiscal Policies
- **Required:**
 - City policies require routine updates to the Long-Range Financial Strategy
 - City and State policies require routine updates to Fiscal Policies
- **Council Request:**
 - During the April 14, 2026, study session, Council discussed the need for a formal plan for reviewing the Long-Range Financial Strategy and the Fiscal Policies.

- During the April 14, 2026, FAC Committee of the Whole meeting, Council requested follow-up discussions regarding community outreach and engagement for the 2027-2028 biennial budget.
- **Other Key Facts:**

The review and update process for the Long-Range Financial Strategy and Fiscal Policies is included in the biennial budget process. The current update is significant, and it is important to review the recommended changes with City Council.

OUTCOMES:

Council's review of the Long-Range Financial Strategy and Fiscal Policies documents will be conducted via the Council SharePoint site. Each Councilmember will have their own copy of each document where they can provide feedback and suggestions in track changes. Completing the review process in separate documents will ensure that a serial meeting will not occur. Council will be emailed when the documents and supporting materials have been posted for their review. Once Council's review is complete, Council's feedback regarding content edits will be compiled into a matrix that will be shared with Council.

For community engagement regarding the 2027-2028 budget, Finance staff met with Communications staff about opportunities for expanded engagement. A robust communications plan is being developed in partnership with Finance and Communications for major budget milestones and engagement opportunities. Highlights of this plan are noted below in the Community/Stakeholder Outreach and Involvement section.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

2027-2028 Budget Outreach and Engagement

Previous

 - The City partnered with Fulcrum Strategy Group to hold two focus groups on March 31, 2026. Participants shared general community perspectives and then progressed to targeted feedback on budget priorities and outcomes.

Planned

 - The May 21 Council Conversations is being promoted with budget-focused messaging as an opportunity to engage with the City regarding the budget.
 - A Let's Connect Redmond page dedicated to 2027-2028 budget engagement is being developed and is scheduled to go live by July 1.
 - The page will highlight all the outreach efforts and engagement opportunities, including public hearings, Items from the Audience, the budget@redmond.gov <mailto:budget@redmond.gov> email address for sending budget suggestions and feedback to the City, and other options currently being explored.
 - The budget questionnaire is being developed and will also be launched by July 1, which is earlier than normal, and will be accessible via the Let's Connect Redmond budget page.
 - Engagement regarding the 2027-2028 budget will be highlighted in the summer Focus newsletter (anticipated to arrive in mailboxes July 6), and will include a link to the Let's Connect Redmond budget engagement webpage.
 - Communications staff is developing a specific plan to highlight the following:
 - Public Hearings
 - Preliminary Budget Presentation
 - Budget Adoption

- Outreach and engagement opportunities
- **Outreach Methods and Results:**
 Various communications channels will be utilized to communicate budget engagement opportunities and milestones. These channels will include:
 - News releases on redmond.gov
 - eNews
 - Social Media
 - Focus Newsletter
- **Feedback Summary:**
 - The summary report from the March 31 focus groups will be shared with Council during the July 28, 2026, study session. (Please note this date change from May 12 to July 28.)
 - Feedback from other outreach and engagement efforts will be shared as it is available.

BUDGET IMPACT:

Total Cost:

\$40,000 (Fulcrum Strategy Group focus groups)

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

297 (Fiscal Accountability)

Budget Priority:

Strategic & Responsive

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/12/2025	Study Session	Receive Information
4/14/2026	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Date: 5/12/2026

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 26-243

Type: Committee Memo

4/14/2026	Study Session	Receive Information
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/9/2026	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Time Constraints:

The Long-Range Financial Strategy and the Fiscal Policies will be proposed for approval as part of the budget adoption packet in November. Council’s review and feedback is requested in mid-2026 so there is adequate time to incorporate edits.

ANTICIPATED RESULT IF NOT APPROVED:

If updated versions of the Long-Range Financial Strategy and Fiscal Policies are not updated, the City will continue to utilize the existing strategies and policies.

ATTACHMENTS:

N/A