

CITY OF ISSAQUAH
City Council Regular Meeting

7:00 PM
 February 3, 2020

MINUTES

Council Chambers
 135 E. Sunset Way

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers:

Barbara de Michele
 Stacy Goodman
 Zach Hall
 Victoria Hunt
 Tola Marts
 Chris Reh
 Lindsey Walsh

Administration/Staff:

Mary Lou Pauly, Mayor
 Wally Bobkiewicz, City Administrator
 Jim Haney, City Attorney
 Tisha Gieser, Deputy City Clerk

CALL TO ORDER

Mayor Pauly called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Mayor Pauly led the Pledge of Allegiance.

AUDIENCE COMMENTS

The following individuals spoke regarding concerns with pedestrian crossings at the intersection of 2nd Ave. SE and Bush St.:

- Tanya Hansen, 4441 190th Ave. SE
- Avery Finerty, 423 SE Clark St.
- Heather Finerty, 423 SE Clark St.
- Malia Greening, 575 SE Bush St.
- Mary Lynch, 2690 NW Oakcrest Dr., also spoke regarding concerns for areas around other schools in Issaquah
- David Kappler, 255 SE Andrews St.

The following individuals provided other comments:

- Larry Franks, representing the Friends of the Issaquah Salmon Hatchery (FISH), spoke regarding the need to do something different to increase salmon returns.
- Cyrus Krohn, Olde Town, encouraged assistance in creating an opportunity to do a volunteer clean up in the area of the potential Evergreen Ford Lincoln Auto Dealership project area.

Kurt Seemann, Interim Public Works Engineering Director, announced an upcoming open house on traffic calming in the Olde Town neighborhood on Feb. 12, 2020.

COMMITTEE / REGIONAL REPORTS*Councilmember Walsh:*

- Greater Issaquah Chamber of Commerce – Announced upcoming meeting.
- PSRC Economic Development District Board – Announced upcoming meeting.

Councilmember Goodman:

- Title 18 Land Use Code Ad Hoc Committee – Made report. Announced upcoming meeting.
- Eastside Fire & Rescue Finance & Administration Committee – Made report. Announced upcoming meeting.
- Eastside Fire & Rescue Board – Made report.

Councilmember Marts:

- PSRC Growth Management Policy Board – Announced upcoming meeting.
- SCA Public Issues Committee – Announced upcoming meeting.

Council President Hunt:

- Cascade Water Alliance – Made report. Announced upcoming meeting.

MAYOR'S REPORT

An executive session will not be held this evening.

The Mayor spoke on the following topics:

- SE 43rd Way Signalization Project Contract Award
- Transit-Oriented Development - Opportunity Center

INFORMATIONAL UPDATESa) **ID 0583 - Washington State Creative District Designation**

An informational presentation was provided by Amy Dukes, Arts Coordinator.

CONSENT CALENDAR

Items listed were distributed to Councilmembers in advance for study and were enacted with one motion.

IT WAS MOVED BY HUNT, SECONDED BY REH; MOTION CARRIED (7-0), TO APPROVE THE CONSENT AGENDA AS PRESENTED.

- a) **ID 0536 - Accounts: Payables and Payroll of Feb. 3, 2020, \$4,658,095.69;** Approved.
- b) **Minutes: City Council Regular Meeting, Jan. 21, 2020;** Approved.
- c) **AB 7915 - Bid Award SE 43rd Way Signalization Project;** Awarded the construction contract for the SE 43rd Way Signal Improvements Project to Rodarte Construction, Inc. in the amount of \$5,916,078.65.

- d) **AB 7922 - Cascade Water Alliance Board of Directors Representation**; Approved Resolution No. 2020-02, designating Mayor Pauly as primary representative and Councilmember Hall as alternate representative to the Cascade Water Alliance Board.

REGULAR BUSINESS - None.

GOOD OF THE ORDER

Councilmembers Goodman & Reh:

Eastside Fire & Rescue Governance Changes - Clarified that Council input would be sought at a later date, and Council action would be required to authorize any changes.

Mayor Pauly:

Voting - Encouraged all to vote in the Feb. Special Election.

Council President & Mayor Pauly:

Council President/Mayor Appointments - Announced 2020 regional appointments.

Mayor Pauly:

Upcoming Council Meetings - Announced anticipated agenda items.

EXECUTIVE SESSION - None.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:20 PM.

Tisha Gieser, Deputy City Clerk

Mary Lou Pauly, Mayor



**King County Radio End User Service Level Agreement Proposed Council Action:
Authorize**

DEPARTMENT OF	Police Department Chris Wilson
COUNCIL LIAISON	n/a
OTHER COUNCIL MEETINGS	Dec. 1, 2014 (AB 6917); March 16, 2015 (AB 6974)
COMP PLAN POLICY NOS.	n/a
OTHER POLICIES	n/a
EXHIBITS	A. Radio End User Service Level Agreement

SUMMARY STATEMENT

Introduction

This agenda bill seeks authorization to enter into a Radio End User Service Level Agreement with King County for the Puget Sound Emergency Radio Network (PSERN) radio replacement program.

Background

PSERN was established by King County to ensure First Responders and Government agencies have an up to date, standardized and reliable communication network. In Aug. 2018, the City entered into an interlocal agreement with the King County PSERN for the planning, procurement, financing and implementation of the new PSERN system (Implementation ILA).

Proposal

The Radio End User Service Level Agreement (Exhibit A) is the next stage of the project where agencies will begin to receive radio equipment from PSERN. The Agreement is intended to ensure that expectations and requirements for equipment management and participation in the emergency radio network is clear and that the City's radio users (Police Officers, Corrections Officers, 911 Dispatchers, Public Works) meet necessary maintenance and network participation.

PSERN is doing a one-for-one exchange of portable radios that police officers and public works utilize in the field and vehicle radios at no costs. The implementation of the radios is expected to occur from April 2020 through the end of the 2020.

Next Steps

King County will be meeting with partner agencies and the City of Issaquah over the next year to implement and test the new radios.

Financial Information

Currently, the City pays a fee of \$25 per month per radio to utilize the PSERN system. On average, this equates to approximately \$1890 per month depending on the number of radios in service. In the first or second quarter of 2021 new PSERN rates will be set. Estimates range from \$27-29 per month per radio. The new rate increases can be accommodated within the approved 2020 IPD budget.

There is no financial impact to the City for the new radio equipment. The new radios will be exchanged for the City's current radio equipment at no cost.

Administration's Recommendation

The Administration recommends authorizing the Mayor to enter into and execute the Radio End User Service Level Agreement with King County for the Puget Sound Emergency Radio Network (PSERN) radio replacement program.

Update

n/a

Alternative(s)

None. Participation in the radio replacement program is necessary to ensure the City's radio equipment does not become obsolete.

RECOMMENDATION

Administration / Police Department:

MOVE TO: Authorize the Mayor to enter into and execute the Radio End User Service Level Agreement with King County for the Puget Sound Emergency Radio Network (PSERN) radio replacement program.

RADIO END USER SERVICE LEVEL AGREEMENT

This agreement between agency radio users and King County is intended to ensure that expectations and requirements for equipment management and participation in the radio network are clear, and that agency radio users meet necessary maintenance and network participation standards that will support the successful functioning of the Puget Sound Emergency Radio network, avoiding unnecessary costs and disruptions for the many network participants. This agreement is in accordance with the Puget Sound Emergency Radio Network Implementation Period Interlocal Agreement of 2015.

City of Issaquah Police Department ("End User Agency") and King County ("County") (individually, a "Party" and collectively, the "Parties") enter this Radio End User Service Level Agreement ("Agreement") on this ____ day of _____, 20____. In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Words and terms shall be given their ordinary and usual meanings except as provided in this section or in parentheses following the definition of a particular term.

1.1.1 **Accessory** means all materials, special tools and any other items necessary to secure, install, operate and maintain Subscriber Equipment including: device cradles; mounting and installation hardware; power, Ethernet and any other wiring or cables and connectors; strain-relief materials; wire ties; cable labels; pre-assembled wiring harnesses of prescribed length for each vehicle type; fuses and circuit breakers; seals; adhesives; screws, bolts, washers, nuts and grommets; special tools; power supply and power conditioning devices; antennas; microphones; speakers; chargers; and holsters that are purchased by the PSERN Project for the End User Agency. [this is opposed to an accessory (lower case) that is something not provided by PSERN and which is an optional addition purchased at the expense of the End User Agency]

1.1.2 **Advanced System Key** means hardware attached to a computer to enable critical parameters to be programmed in subscriber equipment.

1.1.3 **Confidential Information** means any information in written, graphic, verbal, or machine-recognizable form that is: (a) related to the PSERN System; (b) provided to the End User Agency by the Contractor, the Service Provider, or the Service Provider's contractor; and (c) marked or identified as "confidential," "proprietary," "trade secret" or similar designation.

1.1.4 **Contract (or Vendor Contract)** means the County's contract with Motorola Solutions, Inc., King County Contract Number 5729347.

1.1.5 **Control Station** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for control stations.

1.1.6 **Contractor** means Motorola Solutions, Inc. the company hired by King County to provide services for the construction, operation, maintenance or other support of PSERN.

- 1.1.7 **Emergency** means an unforeseen circumstance that causes or may reasonably be expected to cause a decrease or loss in network clarity, capacity, coverage, reliability, security, features, or functions.
- 1.1.8 **End User Agency** in the singular means the entity that is a party to this Agreement with the County. In the plural, **End User Agencies** means all entities that are parties to agreements with the County with terms substantially similar to terms in this Agreement.
- 1.1.9 **Equipment** means all components of the radio system infrastructure including the land mobile radio equipment and software, DC power equipment and software, site video and alarming equipment and software, backhaul equipment and software, and console system equipment and software owned by the County or PSERN Operator and used by the End User Agency pursuant to this Agreement. The term does not include Subscriber Radios. [NOTE: When the lower case word, "equipment," is used in this Agreement, that use is not intended to be the defined use of the term "Equipment."]
- 1.1.10 **Field Servicer (Servicer)** means a PSERN Operator employee, contractor, or subcontractor whose job duties include traveling to sites to repair site electronics that cannot be repaired remotely.
- 1.1.11 **Full System Acceptance (FSA)** means the determination issued to the Contractor upon satisfactorily completing the final system acceptance phase milestone.
- 1.1.12 **Government Approvals** means all necessary federal, state and local licenses, permits, and approvals for the improvements needed for the construction, Equipment installation, and operation of PSERN.
- 1.1.13 **Implementation Period** means the period of time defined as such in the Implementation Period ILA.
- 1.1.14 **Implementation Period ILA** means the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement.
- 1.1.15 **Joint Board** means the PSERN Project governing board formed under the Implementation Period ILA.
- 1.1.16 **KCERCS** means the County-wide Emergency land mobile radio system established under the King County Emergency Radio Communication System Interlocal Agreement.
- 1.1.17 **Master Advanced System Key** means a device used to create and configure an Advanced System Key.
- 1.1.18 **Mobile Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract requirements for the mobile radios.

- 1.1.19 **Monitoring** means real-time fault checking on a continuous basis using tools for remote checking and event characterization.
- 1.1.20 **Monthly Fee** (or Fee) means the monthly charge paid by the End User Agency to the Service Provider after FSA for the Service Provider's operation and maintenance of PSERN and for the End User Agency's use of PSERN.
- 1.1.21 **Mutual Aid Radios** means an end user radio from a foreign system ID which may include a Mobile, Portable or Control Station radio which has been authorized and programmed to operate on the PSERN System in only a mutual aid capacity.
- 1.1.22 **Operations Period** means the period of time as defined as such in the Operations Period ILA.
- 1.1.23 **Operations Period ILA** means the Puget Sound Emergency Radio Network Operations Period Interlocal Cooperation Agreement as executed and amended.
- 1.1.24 **Part 90** means Part 90 of Title 47 of the Code of Federal Regulations (CFR).
- 1.1.25 **Portable Radio** means all Equipment and Software provided under the Contract that is required to meet the Contract specifications for the portable radios.
- 1.1.26 **Premises** means the areas near and in the End User Agency's location: the area used for staging and construction; the area Equipment will be installed and occupy inside the End User Agency's location; the area between the right-of-way and Equipment the Service Provider will use for access to the Equipment; and the area between the right-of-way and Equipment to be used for the installation and maintenance of utilities, if any.
- 1.1.27 **PSERN Board** means initially the Joint Board formed under the Implementation Period ILA, and later the board of directors for the PSERN Operator when it is formed and assumes the ownership, operations, and governance of PSERN.
- 1.1.28 **PSERN Project** means all authorized activities relating to the planning, analysis, design, development, acquisition, site development, installation, testing, training, and operation of the PSERN until FSA, starting-up a new Service Provider, transferring the PSERN to same, and any decommissioning, contract close-out and other project completion activities.
- 1.1.29 **PSERN Operator** means the agency that will be established by the parties to the Implementation Period ILA under chapter 39.34 RCW to take over PSERN's ownership, operation, and governance after FSA.
- 1.1.30 **Radio Shop** means a facility that is authorized by Contractor to perform installation, maintenance, programming and repair work on Subscriber Radios.