

**CITY OF ISSAQUAH  
City Council Regular Meeting**

7:00 PM  
July 10, 2023

**MINUTES**

Council Chambers  
135 E. Sunset Way

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

*Councilmembers:*

Barbara de Michele  
Zach Hall  
Victoria Hunt  
Russell Joe  
Tola Marts  
Chris Reh  
Lindsey Walsh

*Administration/Staff:*

Mary Lou Pauly, Mayor  
Wally Bobkiewicz, City Administrator  
Andrea Snyder, Deputy City Administrator  
Rachel Bender Turpin, City Attorney  
Tisha Gieser, 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.

**SPECIAL BUSINESS**

**a) ID 1504 - Swearing In of Police Commander**

Chief of Police Paula Schwan introduced incoming Police Commander Casey Allred. Mayor Pauly swore in Commander Allred.

**b) ID 1469 - Independent Salary Commission Findings**

Salary Commission Chair John Traeger, Commission member Victor Bello, and Chief of Staff Tina Eggers presented the Commission's findings.

**AUDIENCE COMMENTS**

The following individual provided public comment:

- Steve Pereira, resident, made comments regarding community meals program; spoke regarding concerns with agenda item, AB 8481 - Greater Issaquah Chamber of Commerce Lease; and spoke regarding concerns with the Salary Commission's report.

**CONSENT CALENDAR**

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

*Mayor Pauly made comments regarding agenda item "h", AB 8622, Central Issaquah Multimodal I-90 Crossing Planning Contract.*

Councilmember Hunt, Chair of the Planning, Development and Environment Committee, shared that agenda item "e", ID 1435, Informational Update: Capital Project Communication was a follow up to the Committee's recommendation regarding contractor codes of conduct.

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

- a) **ID 1475 - Accounts: Payables and Payroll of July 10, 2023, \$ 2,059,831.06;** Approved.
- b) **Minutes: City Council Committee of the Whole Meeting, March 13, 2023;** Approved.
- c) **Minutes: Special City Council Meeting, March 13, 2023;** Approved.
- d) **Minutes: City Council Regular Meeting, April 3, 2023;** Approved.
- e) **ID 1435 - Informational Update: Capital Project Communication;** Received Report.
- f) **AB 8481 - Greater Issaquah Chamber of Commerce Lease Amendment;** Authorized the Mayor to enter into and execute a lease amendment with the Greater Issaquah Chamber of Commerce.
- g) **AB 8602 - Strategic Small Capital Projects (TR 058);** Awarded the construction contract for the Strategic Small Capital Projects (TR 058) in the amount of \$1,088,756.00 (including sales tax) to Laser Underground & Earthworks, Inc.
- h) **AB 8622 - Central Issaquah Multimodal I-90 Crossing Planning Contract;** Authorized the Mayor to enter into and execute a professional services contract for an engineering planning study for the Central Issaquah Multimodal I-90 Crossing project with Jacobs Engineering Group Inc. in the amount of \$825,000.18.
- i) **AB 8635 - Amendments to IMC 5.40, Salmon Days - Expression Areas;** Approved Ordinance No. 3028, amending portions of Chapter 5.40 of the Issaquah Municipal Code (IMC) relating to free expression at the Salmon Days festival.
- j) **AB 8639 - Interagency Agreement with Department of Enterprise Services for Energy Savings Performance Contracting;** Authorized the Mayor to enter into and execute the Interagency Agreement with the Washington State Department of Enterprise Services – Energy Program.
- k) **AB 8647 - 2023 Concrete Maintenance Program High Edge Mitigation (TR 054-2) Project;** Awarded the construction contract for the 2023 High Edge Mitigation Project (TR 054-2) in the amount of \$530,000.00 (including sales tax) to Precision Concrete Cutting; and authorize the Mayor to enter into and execute the related agreement.
- l) **AB 8649 - 2023 Maintenance Overlay-Signal Detection Installation (TR 030-2) Project;** Awarded the construction contract for the 2023 Signal Detection Installation Project (TR 030-2) in the amount of \$99,400.00 (including sales tax) to Prime Electric, LLC; and authorize the Mayor to enter into and execute the related agreement.

- m) **AB 8652 - Department of Ecology Water Quality Stormwater Capacity Grant Amendment;** Authorized acceptance of additional Water Quality Stormwater Capacity Grant funds in the amount of \$25,000 for a total grant award of \$75,000 and execution of the grant amendment with the Department of Ecology; and authorized the inclusion of revenues and related expenditures in a subsequent 2023-24 budget amendment, if needed.

## PUBLIC HEARING

- a) **AB 8454 - Street Standards Update**

Introduced by Mayor Pauly and presented by Transportation Engineering Manager John Mortenson.

Mayor Pauly opened the public hearing at 7:47 PM.

Linda Bailey, resident, spoke regarding traffic safety concerns along East Sunset Way and 2nd Avenue, particularly regarding cyclists.

The public hearing was closed at 7:50 PM.

This item is scheduled to return to the City Council for action at the July 24, 2023, City Council meeting.

## REGULAR BUSINESS – None.

## COMMITTEE / REGIONAL REPORTS

### *Councilmember Joe:*

Cascade Water Alliance Finance Committee - Announced upcoming meeting.

Cascade Water Alliance Board - Announced upcoming meeting.

### *Councilmember Hunt:*

Kokanee Interlocal Management Group - Made report.

WRIA8 Salmon Recovery Council - Announced upcoming meeting.

Planning, Development and Environment Committee - August meeting is canceled.

### *Councilmember Reh:*

Mobility and Infrastructure Committee - Announced upcoming meeting.

### *Councilmember Marts:*

Sound Cities Association Public Issues Committee - Announced upcoming meeting.

Services, Safety and Parks Committee - Announced upcoming meeting.

### *Deputy Council President Hall:*

Eastside Fire & Rescue Board - Announced upcoming meeting.

### *Council President Walsh:*

Puget Sound Regional Council Growth Management Policy Board - Made report. Announced upcoming meeting.

Issaquah School District and City of Issaquah Leadership Meeting - Made report.

**MAYOR'S REPORT**

The Mayor reported on the following topics:

- Executive Session: The Executive Session initially scheduled for tonight's meeting has been rescheduled to the July 24 City Council meeting.
- Sister Cities Commission Update
- Parks & Community Services Proclamation
- Upcoming Community Events

**GOOD OF THE ORDER**a) **2024-2029 Capital Improvement Plan Council President Letter**

Council President Walsh summarized the main points of the letter.

b) **City Council Travel Authorization**

Council President Walsh shared that this year's National League of Cities (NLC.org) annual conference, City Summit, is scheduled Nov. 15-18, in Atlanta, Georgia. Registration and travel costs are estimated at \$2500/per person. To be attended by: Councilmembers Hall, Hunt and de Michele. Per Council Policy Resolution No. 2008-15, Council action is sought. There being no objection, the travel was approved.

*Council President Walsh:*

July 24 BBQ - Reminded Councilmembers there will be a dinner prior to the next City Council meeting.

*Deputy Council President Hall:*

Boards & Commissions - Reminded City Councilmembers to sign up to thank the boards and commissions.

*Mayor Pauly:*

Upcoming Council Meetings - Announced anticipated agenda items.

**EXECUTIVE SESSION**

The Executive Session initially scheduled for tonight's meeting has been rescheduled to the July 24 City Council meeting.

**ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 8:06 PM.

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Mary Lou Pauly, Mayor

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Tisha Gieser, City Clerk



CITY COUNCIL
AGENDA BILL

City Council Regular Meeting - Nov 06 2023

NEW
AB 8698 -
Consent Calendar

Puget Sound Emergency Radio Network (PSERN)
Service Level Agreement

Proposed Council Action:
Authorize

DEPARTMENT OF
OTHER COUNCIL MEETINGS
COMP PLAN POLICY NOS.
OTHER POLICIES
EXHIBITS

Administrative Services Department Kevin Tam
July 6, 2020 (AB 7958)
n/a
n/a
A. Proposed Agreement
B. Previous Agreement
C. CIP Project Summary

SUMMARY STATEMENT

Introduction

This agenda bill seeks City Council authorization for the Mayor to enter into and execute a Radio End User Service Level Agreement (SLA) (Exhibit A) with Puget Sound Emergency Radio Network (PSERN). This expands an existing agreement to include Public Works and other general government radio, as City of Issaquah previously entered into a similar agreement for its Police Department radios in 2020. This new agreement will supersede the existing agreement.

Background

The City of Issaquah has operated its own two-way radio system for Public Works for the last 15+ years. The existing system and associated technology is now becoming obsolete. Many of its components are now unsupported by the manufacturer. Listed as EQ 015 - PWO Field Radio Replacement in the Capital Improvement Plan (CIP), this project will replace the existing system with digital, two-way radio service that provides superior service.

A cross-departmental project team evaluated a City-built solution versus the PSERN subscription service. The team recommended proceeding with PSERN for the following reasons:

- 1. PSERN provides superior, redundant coverage compared to what Issaquah can build on its own, as PSERN is designed to serve all of King County's emergency radio needs. A recent radio signal test validates that PSERN radios provide better coverage than the current system.
2. PSERN is already used by Issaquah Police, Eastside Fire and Rescue, and many other public safety agencies in the region. This enables the City to have improved intra- and inter-agencies communication.
3. Cities including Bellevue, Redmond, Kirkland, and many others use PSERN for their Public Works and other general government purposes. The City of Issaquah is not unique enough to warrant its own custom two-way radio system.
4. Because PSERN is a regional system across King County, staff members can operate radio outside of the City limits, unlike the City-built system that operates within City limits only. This provides added potential flexibility to coordinate communication during regional emergencies.
5. PSERN is technically more advanced (800 MHz) and more robust (public safety grade, managed by radio professionals, etc.) than what Issaquah can build and support.

Proposal

The Administration requests City Council authorization for the Mayor to enter into and execute a Radio End User Service Level Agreement (SLA) (Exhibit A) with Puget Sound Emergency Radio Network (PSERN).

The proposed SLA expands the current agreement with PSERN's predecessor (King County Emergency Radio Communications) beyond the current scope of Police Department only to include general government purpose.

One-time costs to set up the PSERN system are estimated at \$469,000, versus a City-operated solution of \$603,000. Ongoing maintenance costs are estimated at \$65,000/year for PSERN, versus \$49,000/year for a City system in constant dollar. When comparing these estimated costs out across the expected life of the system (8-10 years), the cost difference is minimal.

The proposed agreement covers the general working relationship, expectation, and obligation between PSERN and City of Issaquah under the terms of the agreement. The SLA will take effect after it is signed. It will be effective until such time it is superseded by a new agreement, or either party choose to end the agreement pursuant to the term of the agreement.

**Next Steps**

If the City Council's approves the proposed new SLA, it will be executed by the Mayor, and the Administration will proceed with the radio transition for general government.

**Financial Information**

This project was included in the 2024-2029 Capital Improvement Plan as Project EQ 015, POW Field Radio Replacement (Exhibit C). The estimated one-time cost of \$469,000 and ongoing cost of \$65,000/year are included in the Adopted 2023-24 Budget as part of EQ 015 - PWO Field Radio Replacement. The total 2023-2024 budget for this project is \$731,500 (\$360,500 in 2023 and \$371,000 in 2024).

The budget, however, anticipated that these would all be one-time costs. Administration proposes shifting the ongoing cost of the proposed PSERN Service Agreement from EQ 015 to the Information Technology operating budget and utilizing anticipated underspend to cover the annual ongoing cost of the service agreement. As noted in the summary section of this Agenda Bill, the long term financial impact of this shift is minimal.

Future rates (2025 and beyond) are subject to change, as those rates are reviewed and set by the PSERN Board on a regular cadence outside of the Service Level Agreement process.

**Administration's Recommendation**

The Administration recommends authorizing the Mayor to enter into and execute the Service Level Agreement with Puget Sound Emergency Radio Network to include General Government usage, in addition to currently authorized Police Department's usage.

**Update**

n/a

**Alternative(s)**

- 1) Do not approve the SLA, and retain current system. (Impact: Since the City's current system is at its end of life, with many components no longer serviceable, this runs the risk of system failure.)
- 2) Do not approve the SLA, and build a new two-way radio system. (Impact: System would not be as robust or reliable at PSERN.)

**RECOMMENDATION**

*Administration / Administrative Services Department:*

MOVE TO: Authorize the Mayor to enter into and execute the Service Level Agreement with Puget Sound Emergency Radio Network.

## 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 ("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 parentheticals 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.

- 1.1.31 **Rate Stabilization Allocation** means those funds in the PSERN Project budget totaling \$2,619,406 earmarked to offset rate increases for End User Agencies and to be distributed via a formula determined by the PSERN Board.
- 1.1.32 **Resolution Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives the repair request and the time the Service Provider deems that it has fixed the problem and notified the End User Agency of the resolution.
- 1.1.33 **Response Time** means the period measured between the earlier of the time when the Service Provider learns of a problem or receives a repair request for a problem, and the time the Service Provider has begun actively working on the service request.
- 1.1.34 **Service Provider (or Operator)** means the County during the Implementation Period and up until the transfer of ownership, operation, and governance of PSERN to the PSERN Operator. After the transfer, Service Provider means the PSERN Operator who is responsible for the day-to-day operation and maintenance of PSERN. Service Provider also includes the Service Provider’s employees, agents, consultants, contractors, subcontractors, permittees, successors and assigns.
- 1.1.35 **Subscriber Radios** means paying End User Agency radios whose home system is PSERN and includes Mobile (vehicular), Portable (handheld), Control Station or consolette radios which have been authorized and programmed to operate on the System and are owned by the End User Agencies.
- 1.1.36 **Update** means revisions as required for the continued operation and maintenance of the Equipment software including error corrections, bug fixes, work-arounds, patches, anti-virus definitions, intrusion detection sensor signatures, changes in third party software or changes to software and Equipment required to accommodate such third party software changes and any other fixes and changes not constituting an Upgrade.
- 1.1.37 **Upgrade** means migrating to a new platform or adding features through changes to equipment and/or software.
- 1.1.38 **User** means an employee, agent, or volunteer of an organization authorized to use PSERN.
- 1.1.39 **Warranty Period** means the period beginning when the Equipment is made operational by the Contractor and extending for two (2) years after Full System Acceptance, as defined in the Contract.
- 1.1.40 **Template** means a master codeplug for a specific set of radios that is used to create an Equipment codeplug with the specific radio information required for the configuration of a Portable, Mobile or Control Station Radio. The Template includes ergonomic settings, PSERN radio system information, and Mutual Aid Radio systems information that is programmed into the radio to allow operations on PSERN, KCERCS or other radio systems.