Ordinance No. 124687

Council Bill No. 118298

AN ORDINANCE relating to the future operation of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Department of Information Technology to execute for and on behalf of the City of Seattle a memorandum of agreement between the City of Seattle, King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton and Tukwila for the purpose of establishing key terms for a future interlocal agreement to create a non-profit corporation, as provided under RCW 39.34.030, to manage, operate, and maintain a future regional emergency radio communication system.

Related Legislation File:

Date Introduced and Referred: 1/5/15	To: (committee): Public Safety, Civil Rights, and Technology
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 1/12/15	Date Presented to Mayor: 1/13/15
Date Signed by Mayor: 1/16/15	Date Returned to City Clerk: 1/16/15
Published by Title Only X Published in Full Text	Date Vetoed by Mayor:
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: Bruce A. Harrell

Committee Action:

Date	Recommendation	Vote
1/7/~~2014~~ 2015	Pass	BH, SB

This file is complete and ready for presentation to Full Council.

Full Council Action:

Date	Decision	Vote
1/12/15	Passed	9-0

Law Department

CITY OF SEATTLE

ORDINANCE 124687

COUNCIL BILL 118298

AN ORDINANCE relating to the future operation of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Department of Information Technology to execute for and on behalf of the City of Seattle a memorandum of agreement between the City of Seattle, King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton and Tukwila for the purpose of establishing key terms for a future interlocal agreement to create a non-profit corporation, as provided under RCW 39.34.030, to manage, operate, and maintain a future regional emergency radio communication system.

WHEREAS, the City of Seattle owns, operates, and maintains its existing emergency radio communication system in cooperation with other jurisdictions within King County under the Emergency Radio Communication System Interlocal Cooperation Agreement authorized by Ordinance 116797; and

WHEREAS, the existing countywide voice radio system is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software, and repairs; and

WHEREAS, elected officials and representatives from the City of Seattle, King County, and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton and Tukwila (the "Parties") formed a steering committee to address the need to replace the existing emergency radio communication system; and

WHEREAS, the Parties and the steering committee have been working collaboratively since 2012 and have determined that it is in the public interest to procure and implement a new emergency radio communication system to be referred to as the "Puget Sound Emergency Radio Network System" or "PSERN System"; and

WHEREAS, the Parties are entering into a separate agreement titled the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation 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 by the Parties; and

WHEREAS, in the future, the Parties also wish to create a new non-profit corporation to assume the ownership, maintenance and operation of the PSERN System at completion of the activities under the Implementation Period ILA, and thereafter throughout the useful life of the PSERN System; and

CITY CLERK

WHEREAS, the Parties mutually desire to commit to the formation of the non-profit corporation, its governance structure, and other material terms regarding the future operation of the PSERN System while allowing the flexibility to work in good faith toward a more complete agreement for the incorporation of the non-profit and the future operation of the PSERN System; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Chief Technology Officer of the Department of Information Technology ("CTO"), or his designee, is authorized to execute for and on behalf of the City of Seattle a memorandum of agreement substantially in the form of the Memorandum of Agreement Regarding Future Operation of Puget Sound Emergency Radio Network ("MOA") by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila (the "Parties"), attached hereto as Attachment 1, with such minor additions, deletions, or modifications as the CTO deems necessary or advisable in order to carry out the intent of this ordinance.

Section 2. As provided for under the MOA, the CTO will negotiate and work with the other Parties to finalize a draft interlocal agreement establishing more complete terms for creating a non-profit corporation under RCW 39.34.030 to operate and maintain a future regional emergency radio communication system; provided, however, that any future interlocal agreement developed under the MOA must be authorized by a future Seattle City ordinance.

DPS CITY CLERK

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 12th day of January, 2015, and signed by me in open session in authentication of its passage this 12th day of January, 2015.

President _____ of the City Council

Approved by me this 16 day of January, 2015.

Edward B. Murray, Mayor

Filed by me this 16th day of January, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Memorandum of Agreement Regarding Future Operation of Puget Sound Emergency Radio Network

DOS CITY CLERK

Memorandum of Agreement Regarding Future Operation of The Puget Sound Emergency Radio Network

This Memorandum of Agreement Regarding Future Operation of Puget Sound Emergency Radio Network ("MOA") is entered into 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

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, and uniformly high-quality emergency radio communications. This new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

The Parties are entering into a separate agreement titled the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation 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 by the Parties.

The Parties also wish to create a new non-profit corporation to assume the ownership and control of the PSERN System at completion of the activities under the Implementation Period ILA, and thereafter throughout the useful life of the PSERN System.

The Parties mutually desire to commit to the formation of the non-profit corporation, its governance structure, and other material terms regarding the future operation of the PSERN System while allowing the flexibility to work in good faith toward a more complete agreement for the incorporation of the non-profit and the future operation 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 as follows:

2015 CITY CLERK

1. Effective Date and Term

This MOA shall be effective on the date it is last signed by an authorized representative of each the Parties, and shall remain in effect until the earlier of the following events: (i) the Implementation Period ILA is terminated or (ii) this MOA is superseded by the interlocal agreement described in Sections 3 and 4.

2. Incorporation of PSERN Operator

The Parties hereby agree to create a non-profit corporation, as authorized under RCW 39.34.030, to be incorporated in Washington State for the purpose of owning, operating, maintaining, managing and providing ongoing upgrading and replacement of the PSERN System throughout its useful life. The future non-profit corporation to be created by the Parties is referred to herein as the "PSERN Operator".

3. Interlocal Agreement; Material Terms

The Parties agree to work in good faith and use best efforts to negotiate and enter into a future interlocal agreement that will establish the terms and conditions applicable to the future operation of PSERN and the incorporation of the PSERN Operator. The Parties commit and agree that the following terms and conditions are material to the future interlocal agreement and shall be included:

a. The affairs of the PSERN Operator shall be governed by a board of directors (the "Board") that shall act on behalf of all Parties and as may be in the best interests of the PSERN System.

b. The governance and voting structure of the Board shall be as provided under Sections 4.1 through 4.3 of the Draft Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement ("Draft Operations Period ILA") attached as Exhibit 1 and made a part of this MOA.

c. Agencies using the PSERN System shall pay the PSERN Operator user fees as provided for in the Implementation Period ILA and based on the cost allocation model attached as Exhibit 4 to the Implementation Period ILA.

4. Additional Terms and Conditions of Interlocal Agreement

In addition to the material terms and conditions in Section 3 above, the Parties shall continue to work in good faith to supplement, negotiate, amend and finalize the Draft Operations Period ILA, resulting in a final Operations Period ILA, which shall include additional mutually agreed upon terms regarding the incorporation and transfer of operations to the PSERN Operator, which are anticipated to include terms regarding transfer of employees to PSERN, insurance and

CITY CLERK

liability requirements, and service levels for the PSERN System user agreements. With the exception of the material terms and conditions in Section 3 above, the Draft Operations Period ILA attached as Exhibit 1 is not intended to be legally binding but is attached for illustrative purposes only. The Parties commit to working to finalize the Draft Operations Period ILA in a timeframe that will allow it to be presented to the Parties' respective authorizing bodies for approval in a time and manner that will enable the PSERN Operator to be fully functioning no later than full system acceptance as defined under the Implementation ILA.

2015 CITY CLERK

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

KING COUNTY

_____

Name _____

Title _____

Date _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

CITY OF AUBURN

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____
City Attorney

CITY OF BELLEVUE

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____
City Attorney

CITY OF FEDERAL WAY

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____
City Attorney

DIS CITY CLERK

CITY OF ISSAQUAH

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____
City Attorney

CITY OF KENT

_____

Name _____

Title _____

Date _____

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

DIS CITY CLERK

CITY OF REDMOND

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____
City Attorney

CITY OF RENTON

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____
City Attorney

CITY OF SEATTLE

_____

Name _____

Title _____

Date _____

CITY OF TUKWILA

_____

Name _____

Title _____

Date _____

Attest:

City Clerk _____

Approved as to Form:

_____
City Attorney

2015 CITY CLERK

Exhibit 1 to Memorandum of Agreement Regarding Future Operation of the

Puget Sound Emergency Radio Network

DRAFT PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (ILA) is entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) 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, and 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 will be financed by a voter approved funding measure.

D. The Parties have negotiated 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 Parties will create a new non-profit entity, formed under Chapter 24.06 RCW, to assume the ownership and control of the PSERN System following Full System Acceptance. This new entity, also referred to in the Implementation Period ILA and herein as the "PSERN Operator", is to be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

BOS CITY CLERK

F. The purpose of this Agreement is to establish the terms under which the Parties will form the new non-profit entity and 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 gender (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 the County, the due date shall be deemed to be the next Business Day.

1.1.9 Words not otherwise defined that have well-known technical industry meanings are used in accordance with such recognized meanings.

CITY CLERK

1.1.10 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.

1.1.11 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 shall be given their ordinary and usual meanings except that the following terms are defined for this Agreement as follows:

"Board of Directors" or "Board" means the board formed by the Parties to govern the PSERN Operator.

"AGREEMENT " means this Interlocal Cooperation Agreement.

"BUDGET" means the budget approved by the Board of Directors to pay for the anticipated costs of operating and maintaining the PSERN System.

"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, the Eastside Public Safety Communications Agency (EPSCA) and the Valley Communications Agency (ValleyCom), 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.

"COUNTY " means King County, Washington.

"EXECUTIVE DIRECTOR " means the individual selected by the Board of Directors to administer the PSERN Operator on a daily basis.

"FULL SYSTEM ACCEPTANCE" or "FSA" means the determination issued to the PSERN System Contractor upon satisfactorily completing the final system development phase milestone pursuant to Contract No. _____.

"KCERS" means the King County Emergency Radio Communication System.

CITY CLERK

"OPERATIONS PERIOD" means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

"PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR" or "PSERN Operator" means the non-profit corporation created pursuant to this Agreement and the Implementation Period ILA to be incorporated in Washington State for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

"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 to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s). "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).

"SERVICE RATE" means the rate or rates charged to User Agencies in accordance with the Rate Model appended hereto, or as it may be amended by action of the Board of Directors.

"SERVICES" means voice, data, video, or other services communication provided to User Agencies.

"USER AGENCY " means an entity that is authorized under a User Agency Agreement to use the PSERN System.

"USER AGENCY AGREEMENT" means an agreement executed between the County or the PSERN Operator, as appropriate, and a User Agency establishing the terms under which a User Agency is allowed to access and use the PSERN System.

2.0 DURATION OF AGREEMENT

2.1 Effective Date and Conditions

Except as provided herein, this Agreement shall be in effect on the date it is last signed by an authorized representative of each the Parties, and shall remain in effect until terminated as provided in Section 7. However, Sections 4, 5, and 6 of this Agreement shall not be effective until the date the articles of incorporation for the PSERN Operator are filed with the Washington Secretary of State pursuant to Chapter 24.06 RCW.

3.0 PURPOSE OF THE AGREEMENT

DIS CITY CLERK

Following completion of the Implementation Period ILA and Full System Acceptance, the purpose of this Agreement is to provide communication services to public safety users 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 authorize establishment of a non-profit entity pursuant to Chapter 24.06 RCW, which entity shall be known as the PSERN Operator, initially consisting of King County, and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The affairs of the PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to RCW 39.34.030(4) that shall act on behalf of all Parties and as may be in the best interests of PSERN. The Board of Directors is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3).

4.2 Composition of the Board of Directors

4.2.1 The Board of Directors shall be composed of four voting members: one member from King County, one member from the City of Seattle, one member representing the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, and one member representing the cities of Auburn, Federal Way, Kent, Renton and Tukwila. Each such member shall be the Chief Executive Officer of the political subdivision or municipal corporation from which the representative comes, or his/her designee. The Board of Directors Chair shall be elected from among its members. The Board of Directors shall also elect a Vice Chair from among its members to serve in the absence of the Chair. Each of the Parties shall provide written notice of their initial Board of Directors 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 shall be effective upon delivery of written notice by the Party to the Chair of the Board of Directors.

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussion 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.

CITY CLERK

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four Board members, subject to Section 4.3.9.

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 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, Users, 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.

4.3.3 The Board of Directors shall establish by-laws and procedures for its operations and meetings including the establishing of a regular meeting schedule and location and providing for the scheduling of special and emergency meetings.

4.3.4 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.

4.3.5 Board members must be present at a meeting to vote and may not vote by proxy, provided that if approved by the Board, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.6 Monthly meetings of the Board of Directors shall be scheduled provided that there shall be a minimum of two (2) meetings held each year. Other meetings may be held upon request of the Chair or any two members.

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

4.3.8 A designee attending Board of Directors meetings on behalf of a regular member of the Board shall be 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.

4.3.9 The Board of Directors may take action by three 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 in accordance with the by-laws and RCW 42.30, and (3) the same voting member failed to attend both meetings, failed to send a designee, and failed to provide written notice in advance of unavailability.

CITY CLERK

4.4 Board of Directors Actions

4.3.1 The Board of Directors shall oversee the operation and maintenance of the PSERN Operator. In furtherance of that oversight, the Parties confer upon the Board of Directors the authority to:

a. Amend this Agreement, subject to Section 11.10;

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. Approve contracts within the parameters of the established purchasing and contracting policies;

f. Direct and supervise the activities of the Operating Board and the Executive Director;

g. Hire, set the compensation for, and terminate the employment of the Executive Director. The Board shall evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;

h. Establish a fund or special fund or funds as authorized by RCW 39.34.030;

i. Establish Services Rates and terms of use for User Agencies;

j. Conduct regular and special meetings;

k. Approve PSERN operation and maintenance standards;

l. Determine the services the PSERN Operator shall offer and the terms under which they will be offered;

m. Approve agreements with third parties;

n. Incur debt in the name of the PSERN Operator to make purchases or contracts for services to implement the purposes of this Agreement;

THE CITY CLERK

o. 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;

p. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its property and assets;

q. Sue and be sued, complain and defend, in all court of competent jurisdiction;

r. Hold licenses for radio frequencies;

s. Recommend action to the legislative bodies of the Parties and User Agencies;

t. Delegate the Board of Directors' authority under this Agreement subject to such limitations and conditions as the Board of Directors may establish.

u. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements regarding procurement, employee benefits, and property leasing;

v. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties; and

w. Add parties to this Agreement and concurrently amend the membership and voting structure of the Board of Directors.

5.0 OPERATING BOARD

Creation of Operating Board

An Operating Board of radio users will be created by the Board of Directors for the purposes of providing advice and other duties as deemed appropriate by the Board of Directors.

6.0 EXECUTIVE DIRECTOR

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

6.1 Executive Director Duties

6.1.1 The Executive Director shall:

CITY CLERK

a. Schedule and manage the PSERN Operator's day-to-day activities in consistent with the policies, procedures, and standards adopted by the Board of Directors;

b. Hire, evaluate at least annually, and terminate staff in compliance with the PSERN Operator's budget;

c. Propose and administer Annual Budgets including its contingency;

d. Approve expenditures and sign contracts in amounts up to $100,000 that are included in the budget without additional approval of the Board of Directors;

e. Track the performance of PSERN systems and services;

f. Provide support to the Board of Directors;

g. Recommend policies, procedures, and standards, including changes to these policies, procedures, and standards;

h. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, system performance against targets, partial or full system outages, purchases equal to or greater than $10,000, and usage statistics;

i. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations; and

j. Perform other duties as assigned.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. The Executive Director is 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 be terminated from his or her position upon majority vote of the Board of Directors.

7.0 WITHDRAWAL AND REMOVAL

7.1 Withdrawal of a Party.

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6.1.1 In the event that a Party desires to withdraw from this Agreement, it shall give written notice to the Board before January 1st of the year prior to the year the withdrawal will be effective. The Party's withdrawal shall become effective on the last day of the year following delivery and service of appropriate notice to all other Parties.

6.1.2 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 _____ as surviving a withdrawal. A withdrawing Party shall be solely liable for any actual costs to the other Parties arising out of or resulting from the withdrawal. Any such costs or other amounts owed under this Agreement by a withdrawing Party shall be paid prior to the effective date of the withdrawal or, if such amounts are not then established, then within thirty (30) days after the amount is established.

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

7.2 Removal of a Party.

The Board of Directors may, for cause, remove a Party from this Agreement and terminate the Party's rights to participate in PSERN. Cause may include, but is not limited to, failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to approve and appropriate funds necessary to pay the Party's share of the costs under this Agreement.

8.0 DISSOLUTION AND TERMINATION

Three (3) or more Parties may, at any one time, by written notice provided to all Parties, call for a complete dissolution of the PSERN Operator and termination of this Agreement. Upon an affirmative majority vote by the Board of Directors and an affirmative majority vote of the legislative bodies of each of the Parties for such dissolution and termination, the Board of Directors shall establish a task force to determine how the PSERN System assets, liabilities and properties will be divided upon dissolution. Final approval of the disposition of the PSERN System assets shall require an affirmative majority vote by the Board of Directors. Upon an affirmative majority vote by the Board of Directors and upon an affirmative majority vote of the legislative bodies of each of the Parties, the PSERN Operator shall be directed to wind up business, and a date will be set for final termination, which shall be at least one (1) year from the date of the vote to dissolve and terminate this Agreement. Upon the final termination date, this Agreement shall be fully terminated.

9.0 LEGAL RELATIONS

9.1 Employees and No Third Party Beneficiaries

DNS CITY CLERK

9.1.2 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.

9.1.3 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.

9.2 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 negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each 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. The provisions of this Section shall survive the termination, expiration or withdrawal from of this Agreement.

10.0 PUBLIC RECORDS

10.1 Records Keeping Responsibilities.

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

10.1.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by state 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.

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10.1.3 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 Administration Board.

10.1.4 If a Party or the PSERN Operator or the Executive Director receives a public records request for records related to the PSERN System or the PSERN Operator, the recipient of that request shall promptly notify the other parties to this Agreement, Chair of the Administration Board and the Executive Director.

10.1.5 Absent agreement by the Parties or other arrangements, the recipient of that request shall remain responsible for responding to the requester. In the event a request for records is addressed to the PSERN Operator, the Executive Director or the Board of Directors but specifies records of a single Party, such Party shall assume responsibility for responding to the request. In the event a request for records is addressed to the Board of Directors but does not specify records of a single Party, PSERN shall assume responsibility for coordinating the Parties' response to the request.

11.0 GENERAL

11.1 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.

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11.2 Time of the Essence

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

11.3 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.

11.4 No Waiver

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

11.5 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.

11.6 Nondiscrimination

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

11.7 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 Administration Board.

11.8 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. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

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11.9 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.

11.10 Amendment Only In Writing

This Agreement may be amended by an affirmative majority vote the Board of Directors and unanimity of the Parties.

11.11 Notices

11.11.1 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, overnight 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.

11.11.2 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.

11.12 Conflicts

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

11.13 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.

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11.14 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.

11.15 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 8 Legal Relations

Section 10 Public Records

Section 11.13 Choice of Law; Venue

11.16 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.

11.17 Execution and Effective Date.

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.

End of Exhibit 1.

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Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Information Technology	Patti DeFazio 684-8033	Jennifer Devore 615-1328

Legislation Title:
AN ORDINANCE relating to the future operation of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Department of Information Technology to execute for and on behalf of the City of Seattle a memorandum of agreement between the City of Seattle, King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton and Tukwila for the purpose of establishing key terms for a future interlocal agreement to create a non-profit corporation, as provided under RCW 39.34.030, to manage, operate, and maintain a future regional emergency radio communication system.

Summary of the Legislation:
This legislation authorizes the Chief Technology Officer to enter into a memorandum of agreement (MOA) with King County and ten other cities within King County for future operation of the new countywide emergency radio system that will be implemented under the Puget Sound Emergency Radio Network (PSERN) project. The MOA commits the parties to forming a non-profit corporation that will operate, maintain, and manage the PSERN system; gives Seattle one of four votes on the board of directors that will govern the new non-profit corporation; and defines the initial rate structure for user fees.

The purpose for executing this MOA is to commit the parties to key principles for long-term operation of the future PSERN system before implementation begins while also allowing the parties flexibility to work in good faith towards a more complete agreement. After all details are finalized, future legislation will be submitted to authorize execution of a PSERN Operations Period Interlocal Agreement (Operations ILA) for incorporation of the non-profit corporation and long-term operation, maintenance, and management of the PSERN system.

Background:
The existing regional 800 MHz emergency radio system is used by first responders (police, fire, emergency medical and emergency management) and other government personnel for emergency and routine communications. It supports approximately 16,000 mobile and portable radios and 12 public safety dispatch centers. The system is connected to similar systems in Pierce and Snohomish Counties, allowing first responders to support each other throughout the central Puget Sound region.

The four entities that jointly own the system are: City of Seattle, King County, Eastside Public Safety Communications Agency (EPSCA) and Valley Communications Center. Each entity owns and operates the portion of the system within its designated geographic area and has a 25% interest in central equipment that ties the radio system together. An interlocal agreement defines

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governance and operation of the current system.

The system is nearly 20 years old and the manufacturer will cease all support for critical components at the end of 2018. In addition, the system has insufficient radio coverage and capacity in parts of the county due to population growth since the system was installed.

The co-owners have been working collaboratively since 2012 to plan a replacement radio system called the Puget Sound Emergency Radio Network System (PSERN System). Governance for the project to plan, finance, acquire and implement a new countywide emergency radio system is formalized in the PSERN Implementation Interlocal Agreement (Implementation ILA) that will be authorized under separate legislation. The Implementation ILA is only intended to be in effect until the PSERN System is fully operational. This legislation addresses the need for a future Operations ILA to cover the maintenance, operation, and management of the PSERN System following completion.

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2014 Appropriation	2015 Anticipated Appropriation
TOTAL				

**See budget book to obtain the appropriate Budget Control Level for your department.*

Appropriations Notes:

This memorandum of agreement commits the parties to completing a future PSERN Operations ILA which will have financial implications. Details will be provided when legislation is submitted to authorize the PSERN Operations ILA and addressed in future budgets.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2014 Revenue	2015 Revenue
TOTAL				

Revenue/Reimbursement Notes:

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: *N/A*

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Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2014 Positions	2014 FTE	2015 Positions*	2015 FTE*
TOTAL							

** 2015 positions and FTE are total 2015 position changes resulting from this legislation, not incremental changes. Therefore, under 2015, please be sure to include any continuing positions from 2014.*

Do positions sunset in the future?

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2014 Expenditures	2015 Anticipated Expenditures
TOTAL				

** See budget book to obtain the appropriate Budget Control Level for your department.*

Spending/Cash Flow Notes:

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
The legislation commits the co-owners of the existing regional 800 MHz system to forming a non-profit corporation that will be responsible for ownership, operations, maintenance, and ongoing upgrade and replacement of the new PSERN System for the anticipated useful life of the system.

b) **What is the financial cost of not implementing the legislation?**
If Seattle does not implement the legislation, the regional project to implement the new PSERN radio system may be delayed or cancelled. This MOA works in close conjunction with the PSERN Implementation ILA. The Implementation ILA require that all parties commit to key principles related to long-term operation of the future PSERN system before project implementation begins.

The existing 800 MHz radio system is fast approaching the end of its useful and supported life, and the risk of system failure is increasing rapidly. If the regional project is delayed, it will extend the duration of elevated risk, potentially impacting the safety of first responders, residents, and visitors to the city.

If the regional project is cancelled, Seattle and the other co-owners will need to act independently to fund and implement the replacement of their respective portions of the current radio system. These independent actions will be duplicative, and could jeopardize existing regional communications capabilities that allow first responders to offer mutual aid and work throughout the central Puget Sound region.

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c) **Does this legislation affect any departments besides the originating department?**
Yes. The 800 MHz radio system is the primary, mission-critical communications tool for Seattle Fire Department and Seattle Police Department. It is also used by City Light, Seattle Department of Human Resources, Department of Information Technology, Department of Planning and Development, Executive Department, Department of Finance and Administrative Services, Human Services Department, Legislative Department, Municipal Courts, Department of Parks and Recreation, Seattle Department of Transportation, Seattle Center and Seattle Public Utilities for emergency and routine communications.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
Seattle could act independently to replace its portion of the existing 800 MHz radio system. However, this could jeopardize the integrity of the regional communication system and significantly downgrade communications capability for regional first responders and other radio system users.

First responders in King County do not have a reasonable, technical alternative to using 800 MHz radios for emergency communications. The existing radio system is at the end of its lifecycle and must be replaced. Seattle's only alternatives are to collaborate and participate in the regional project or to go it alone. If Seattle goes it alone, it will need to independently fund, design, implement, operate, maintain and upgrade its portion of the 800 MHz radio system. There is a risk that Seattle first responders could lose some functionality and ability to communicate with other first responders in King County and the central Puget Sound region if Seattle's system were not fully-compatible and integrated with other radio systems in the region.

Is a public hearing required for this legislation?
No.

Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.

Does this legislation affect a piece of property?
No.

e) **Other Issues:**

List attachments to the fiscal note below:

N/A

DIS CITY CLERK

City of Seattle
Edward B. Murray
Mayor

December 23, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Ordinance regarding the future operation of a new regional 800 MHz emergency public safety radio communication system. This legislation authorizes the Chief Technology Officer of the Department of Information Technology to execute, on behalf of the City, a memorandum of agreement between the City, King County, and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton and Tukwila which commits the parties to key principles regarding operation of the future emergency radio communication system.

A separate proposed ordinance and interlocal agreement establishes the terms for the procurement and installation of the new regional 800 MHz emergency radio system, which will be used by police, fire, emergency medical, emergency management, and other government personnel for emergency and routine communications. The parties also wish to commit to key terms for a future interlocal agreement which will provide for the formation of a non-profit corporation to operate, maintain, and manage the emergency radio system after it is completed. The memorandum of agreement will formalize commitments while also allowing parties the flexibility to work in good faith toward a more complete agreement for incorporation of the non-profit and the future operation of the system.

Seattle is a strong supporter of the project as the 800 MHz radio system is critical to our first responders and to the safety of all residents and visitors to the city, and is a vital part of our infrastructure. Thank you for your consideration of this legislation. Should you have questions, please contact Patti DeFazio at 684-8033.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
600 Fourth Avenue
PO Box 94749
Seattle, Washington 98124-4749

Tel (206) 684-4000
Fax: (206) 684-5360
Hearing Impaired use the Washington Relay Service (7-1-1)

www.seattle.gov/mayor

2015 CITY CLERK

STATE OF WASHINGTON -- KING COUNTY

--ss.

320094 No.

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124684-688 TITLE ONLY

was published on

02/04/15

The amount of the fee charged for the foregoing publication is the sum of $108.50 which amount has been paid in full.

JENNIFER A. BORRETT
COMMISSION EXPIRES
NOTARY
STATE OF

Subscribed and sworn to before me on

02/04/2015

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on January 12, 2015, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124684

AN ORDINANCE relating to the City's criminal code; amending and adding to various sections and subsections in Chapters 3.33, 12A.06, 12A.08, 12A.10, 12A.14, 12A.16, 12A.20, 12A.24, 12A.28, 16.20 and 16.64 and repealing sections 2.20.010 and 2.20.020 of the Seattle Municipal Code.

ORDINANCE NO. 124685

AN ORDINANCE relating to the implementation and operation of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Department of Information Technology to execute for and on behalf of the City of Seattle an interlocal agreement between the City of Seattle, King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton and Tukwila for the purpose of planning, financing, procuring and implementing a new 800 MHz emergency radio communication system to be funded through a separate King County property tax ballot measure; and ratifying and confirming prior acts.

ORDINANCE NO. 124686

AN ORDINANCE relating to the City's traffic code; amending various sections and subsections in and adding sections to Chapters 11.22, 11.31, 11.34, 11.56, 11.57, 11.64, 11.66 and 11.82 and repealing sections 11.66.060, 11.66.080 and 11.66.100 of the Seattle Municipal Code to conform with changes in state law.

ORDINANCE NO. 124687

AN ORDINANCE relating to the future operation of a new regional 800 MHz emergency public safety radio communication system; authorizing the Chief Technology Officer of the Department of Information Technology to execute for and on behalf of the City of Seattle a memorandum of agreement between the City of Seattle, King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton and Tukwila for the purpose of establishing key terms for a future interlocal agreement to create a non profit corporation, as provided under RCW 39.34.030, to manage, operate, and maintain a future regional emergency radio communication system.

ORDINANCE NO. 124688

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, February 4, 2015.

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