



AGENDA
PSERN OPERATOR BOARD OF DIRECTORS MEETING
October 23, 2025

Location: PSERN Conference Room 19717 62nd Ave S, E102, Kent, WA 98032

Virtual meeting: Microsoft Teams (details below)

Date: Thursday, October 23, 2025

Time: 2:30 p.m. – 3:30 p.m.

Microsoft Teams Meeting: Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-323-433-2132 Meeting ID: 547299182#.

Directors: Kurt Triplett, Chair, Jacob Adams, Undersheriff Jesse Anderson, Commissioner Chris Elwell, Vonnie Mayer, Chief Dan Yourkoski

Alternates: Diane Carlson, Jake Hammond, Chief Ian Huri, Kristin Meitzler

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|----|--------------------------------|------------------|
| 1. | Call to Order – Meeting Chair | 2:30 p.m. |
| 2. | Roll Call – Tracey Doss | 2:30 p.m. |
| 3. | Public Comment – Meeting Chair | 2:31 – 2:32 p.m. |

Board Chairperson to open floor for public comment. Members of the public are invited to address the Board of Directors for a period not to exceed three minutes.

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| 4. | Executive Session | 2:32 – 2:52 p.m. |
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Closed session to discuss the IBEW Local 77 collective bargaining agreement pursuant to RCW 42.30.140(4)(b).

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| 5. | Consent Agenda – Meeting Chair | 2:52 – 2:55 p.m. |
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Note: Directors can request to have any item removed from the consent agenda.

- a. Approve September 25, 2025, Meeting Minutes
- b. Approve Accounts Payable Detail
- c. Approve Payroll & Benefits Detail

d. Approve the IBEW Local 77 Collective Bargaining Agreement

(Decision: Approve the Consent Agenda)

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|-----|---|------------------|
| 6. | Action Register Review – Meeting Chair | 2:55 – 2:57 p.m. |
| 7. | Executive Director Report – Mike Webb | 2:57 – 3:05 p.m. |
| 8. | 3rd Quarter 2025 Financial Results – Tracy Plouse | 3:05 – 3:10 p.m. |
| 9. | PSERN Board Workplan Update – Mike Webb | 3:10 – 3:15 p.m. |
| 10. | Executive Director Recruitment Update – Andy Kancel | 3:15 – 3:25 p.m. |
| 11. | Operations Committee Report – Assistant Chief Lombard | 3:25 – 3:30 p.m. |
| 12. | Board of Directors Report - Board Officers | 3:30 - 3:32 p.m. |
| 13. | Review New Action Items - Meeting Chair | 3:32 - 3:35 p.m. |
| 14. | Executive Session | 3:35 – 3:45 p.m. |

Executive Director Performance Review pursuant to RCW 42.30.140(1)(g).

Adjourn

Next Meeting: December 11, 2025 @ 2:30



PSERN Board of
Directors Agenda Item
#5

Title: Consent Agenda

PSERN Operator Board of Directors Meeting Date: October 23, 2025

PSERN Staff Contact: Tracey Doss, Administrator

Appendix A – September 25, 2025, Meeting Minutes

Appendix B – Accounts Payable Detail

Appendix C – Payroll & Benefits Detail

Appendix D - IBEW L77 Collective Bargaining Agreement

9/17/2025 - 10/09/2025	Paid from Checking 7919 Accounts Payable (Appendix C)	\$250,873.57
	Paid from Checking 0447 Payroll & Benefits (Appendix D)	\$326,495.03
	TOTAL	\$577,368.60

MOTION: Approve the Consent Agenda.



MINUTES
PSERN OPERATOR BOARD OF DIRECTORS MEETING
September 25, 2025

Location: PSERN Conference Room 19717 62nd Ave S, E102, Kent, WA 98032

Virtual meeting: Microsoft Teams (details below)

Date: Thursday, September 25, 2025

Time: 2:30 p.m. – 3:30 p.m.

Microsoft Teams Meeting: Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-323-433-2132 Meeting ID: 547299182#.

Directors: Vonnie Mayer, Chair, Jacob Adams, Undersheriff Jesse Anderson, Diane Carlson in for Kurt Triplett, Commissioner Chris Elwell, Chief Dan Yourkoski

Attendees: Tom Bloomingdale, Felix Corcoro, Daydra Denson, Creighton Donovan, Tracey Doss, Sean Douglas, Jonathan Finch, Matt Fuller, Jake Hammock, Julia Holden, Hank Krajewski, Dino Lamanna, Anne Lasswell, Assistant Chief Lombard, Laura Marungo, Tony Minor, Tracy Plouse, Alex Rampley, Josh Saran, Mike Webb, Ned Worcester

- | | | |
|----|--------------------------------|------------------|
| 1. | Call to Order – Meeting Chair | 2:30 p.m. |
| 2. | Roll Call – Tracey Doss | 2:30 p.m. |
| 3. | Public Comment – Meeting Chair | 2:31 – 2:32 p.m. |
| | No public comments. | |
| 4. | Consent Agenda – Meeting Chair | 2:32 – 2:33 p.m. |

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

- a. Approve June 26, 2025, Meeting Minutes
- b. Approve August 28, 2025, Special Meeting Minutes
- c. Approve Accounts Payable Detail
- d. Approve Payroll & Benefits Detail

Motion to approve the Consent Agenda was made by Undersheriff Jesse Anderson. Second by Jacob Adams. Members unanimously approved the motion.

5. Action Register Review – Meeting Chair 2:33 – 2:35 p.m.

Mike Webb gave an update on the status of the three action items.

6. 2026 Board of Directors Regular Meeting Schedule – Mike Webb 2:35 - 2:38 p.m.

Mike Webb commented that the proposed 2026 meeting dates are the same as they were in 2025.

Motion to adopt Resolution 25-03, approving the 2026 Regular Meeting Schedule, was made by Undersheriff Jesse Anderson. Second by Jacob Adams. Members unanimously approved the motion.

7. Executive Director Report – Mike Webb 2:36 – 2:49 p.m.

Mike Webb updated the Board on the operations, activities, initiatives and projects of the PSERN Operator since the last regular meeting in June.

8. 2nd Quarter Financial Results – Tracy Plouse 2:49 – 2:57 p.m.

Tracy Plouse reported on the PSERN Operator's 2nd quarter 2025 financial results.

9. Maloney/Sobieski and McDonald Power Improvements – Mike Webb 2:57 – 3:00 p.m.

Mike Webb provided an update on the power improvement work at the Maloney, Sobieski, and McDonald sites. A procurement to find a contractor to do the work resulted in only one bid which was higher than the Board had previously authorized for this work.

Motion to approve the revised not-to-exceed cost of \$650,000 plus taxes for site power capabilities made by Undersheriff Jesse Anderson. Second by Diane Carlson. Members unanimously approved the motion.

10. 2026 Capital Expenditure Plan – Mike Webb 3:00 – 3:18 p.m.

Mike Webb gave an overview of PSERN's 2026 Capital Expenditure Plan.

Diane Carlson commented that the situation the organization is in financially going forward is an orange flag for discussion by the Board about plans for future capital and a longer-term plan.

Motion to adopt a general capital expenditure budget and plan for 2026 of \$1,550,000 was made by Undersheriff Jesse Anderson. Second by Diane Carlson. Members unanimously approved the motion.

Motion to authorize the Executive Director to proceed with the design and implementation work to construct a new RF site at Lake Washington Institute of Technology at a not-to-exceed cost of \$2.5M, including the purchase of the required RF equipment from WCCCA was made by Jacob Adams. Second by Undersheriff Jesse Anderson. Members unanimously approved the motion.

11. Genesis Network Management Software – Alex Rampley 3:18 -3:27 p.m.

Alex Rampley provided an overview of the Genesis Network Management software which will allow analysis and storage of radio system data.

The Chair commented that the PSAP Directors agree that the Gensis software is important and will help determine needs such as adding more consoles or personnel.

Undersheriff Jesse Anderson and Jacob Adams both concurred that the software was important.

Motion to authorize the Executive Director to purchase and implement the Genwatch ATIA software and hardware as described at a not-to-exceed cost of \$400,000 plus taxes was made by Undersheriff Jesse Anderson. Second by Jacob Adams. Members unanimously approved the motion.

12. Operations Committee Report – Assistant Chief Lombard 3:27 – 3:29 p.m.

Assistant Chief Lombard gave an update on the work of the Operations Committee, primarily on the PSERN encryption project.

The Operations Committee has also logged some issues to bring forward when the PSERN Executive Director and staffing changes.

13. Board of Directors Report - Board Officers 3:29 - 3:30 p.m.

On behalf of Kurt Triplett, Vonnie Mayer gave a brief discussion of the Executive Director recruitment process and the hiring of Strategic Government Resources (SGR) for recruitment consulting services. Eighteen stakeholders will meet with SGR to provide input on the requirements and qualifications of a new Executive Director. These meetings will be scheduled over the next 2-3 weeks. Once completed, the position will be posted by SGR, and an interview panel will need to be identified by the Board. Kurt has recommended the same panel that selected the consultant be used for the candidate selection. A second round of interviews for shortlisted candidates will be held with an expanded panel. This second panel will need to be identified, and it is requested that PSERN staff be included.

Mike Webb commented that assuming the stakeholder meetings happen soon, SGR will be able to post the job around mid to late October. The Board will need to decide how they want to run the selection and who they want to participate. The topic will be on the agenda for the October Board meeting.

14. Review New Action Items - Meeting Chair 3:30 p.m.

The Chair noted no action items for PSERN but that the Board members should come prepared to discuss the Executive Director recruitment at the next regular Board meeting.

Adjourn 3:33 p.m.

Next Meeting: October 23, 2025 @ 2:30

Appendix B - Accounts Payable Detail

PSERN Operator

Check Register - Consent Agenda
Check Issue Dates: 9/17/2025 - 10/14/2025Page: 1
Oct 14, 2025 10:38AM

Check Issue Date	Check Number	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
09/23/2025	1783	City of Bellevue	City of Bellevue	4,534.20	APRIL CITY HALL LEASE	April 2025 Lease	GASB 87 Clearing - Leases
09/23/2025	1783	City of Bellevue	City of Bellevue	4,534.20	53456	September 2025 Lease	GASB 87 Clearing - Leases
09/23/2025	1783	City of Bellevue	City of Bellevue	1,210.00	53457	September 2025 Lease	GASB 87 Clearing - Leases
09/23/2025	1784	FPI	FPI	523.01	103355	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	919.73	103356	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103357	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	919.73	103358	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	516.84	103359	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103360	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	144.00	103361	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103362	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103363	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	105.00	103364	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103365	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103366	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103367	Fire Suppression	Fire Suppression
09/23/2025	1784	FPI	FPI	523.01	103368	Fire Suppression	Fire Suppression
09/23/2025	1785	King County Finance	King County Finance	1,125.00	11016209	KCIT iNet Other Misc Svc	Fiber/Backhaul Services
09/23/2025	1786	LDC Inc	LDC Inc	9,628.00	39258	T25-9021 - Electric Design	Set-Aside Services
09/23/2025	1787	Lumen	Lumen	2,394.86	752216038 J6HY	backhaul fiber	Fiber/Backhaul Services
09/23/2025	1787	Lumen	Lumen	1,672.23	752233756 LGZ4	Network IT Services	IT Network Services - Kent Ofc
09/23/2025	1788	Mission Critical Partners, L	Mission Critical Partners, L	23,243.03	25726	Project 24-254	Set-Aside Services
09/23/2025	1788	Mission Critical Partners, L	Mission Critical Partners, L	23,254.00	25844	Project 25-212 Work order	Set-Aside 2024 Op Res Svcs
09/23/2025	1789	Spirit 105.3	Spirit 105.3	396.28	57016-50	site utilities August 2025	Utilities - Sites
09/23/2025	1790	Washington State Ferries	Washington State Ferries	88.65	RK447706	Travel - Ferries	Parking, Tolls, Carwash
09/23/2025	1791	Washington State Patrol	Washington State Patrol	6,008.59	00185667	PSERN-27 King Lake Sep	GASB 87 Clearing - Leases
10/02/2025	1792	Quality Collision Pacific No	Quality Collision Pacific No	15,333.23	24278017-C11065	Ford F250 Repairs - Claim	Vehicle Maintenance
10/02/2025	1792	Quality Collision Pacific No	Quality Collision Pacific No	-15,333.23	24278017-C11065	Ford F250 Repairs - Claim	Vehicle Maintenance
10/07/2025	1793	Lumen	CenturyLink	27,713.91	752637439 3340	backhaul fiber	Fiber/Backhaul Services
10/07/2025	1794	Northwest Tower Engineeri	Northwest Tower Engineeri	3,500.00	6100	Tower Inspection & Report	Tower Inspection Services
10/07/2025	1795	PetroCard Inc.	PetroCard Inc.	199.95	0561140.1	Fuel / Diesel Delivery	Fuel/Diesel - Sites
10/07/2025	1796	South King Fire & Rescue	South King Fire & Rescue	2,011.36	OCTOBER2025	Lease October 2025	GASB 87 Clearing - Leases
10/07/2025	1797	Spirit 105.3	Spirit 105.3	505.66	57016-51	site utilities September 202	Utilities - Sites
10/07/2025	1797	Spirit 105.3	Spirit 105.3	2,838.23	61474-7	Lease - July 2025	GASB 87 Clearing - Leases
10/07/2025	1798	Tessco Technologies, Inc	Tessco Technologies, Inc	119.87	9400463672	Weather Boot for Cable wit	Site Parts/Supplies
10/07/2025	1798	Tessco Technologies, Inc	Tessco Technologies, Inc	62.63	9400463673	Cable Tie,8 x 1/8 in, Black,	Tools & Supplies
09/23/2025	20250442	American Tower	American Tower	9,880.81	413868784	September 2025 Lease - N	GASB 87 Clearing - Leases
09/23/2025	20250443	United Rentals	United Rentals	665.34	251893979-001	Generator Maintenance	Generator Rental
09/23/2025	20250444	United Rentals	United Rentals	959.61	251892847-001	Generator Maintenance	Generator Rental
09/23/2025	20250445	United Rentals	United Rentals	959.61	251894076-001	Generator Maintenance	Generator Rental
09/23/2025	20250446	SPECTRASITE COMMUNI	SPECTRASITE COMMUNI	8,234.01	154963267	September 2025 Lease	GASB 87 Clearing - Leases

Check Issue Date	Check Number	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
09/23/2025	20250447	American Tower	American Tower	6,492.20	413869210	September 2025 Lease - Ir	GASB 87 Clearing - Leases
09/25/2025	20250448	Caselle Inc	Caselle Inc	2,263.28	INV-10526	September 2025 Invoice	Software Related - Admin
09/25/2025	20250449	Puget Sound Energy	Puget Sound Energy	421.78	7206 SEP 2025	Utilities	Utilities - Sites
09/25/2025	20250450	Puget Sound Energy	Puget Sound Energy	486.40	2022 AUG 2025	Utilities	Utilities - Sites
09/25/2025	20250451	Puget Sound Energy	Puget Sound Energy	175.57	1636 AUG 2025	Utilities	Utilities - Sites
09/25/2025	20250452	Puget Sound Energy	Puget Sound Energy	506.92	6979 AUG 2025	Utilities	Utilities - Sites
09/25/2025	20250453	Puget Sound Energy	Puget Sound Energy	625.49	6745 SEP 2025	Utilities	Utilities - Sites
09/25/2025	20250454	Puget Sound Energy	Puget Sound Energy	329.98	1628 SEP 2025	Utilities	Utilities - Sites
09/25/2025	20250455	Puget Sound Energy	Puget Sound Energy	262.78	6935 SEP 2025	Utilities	Utilities - Sites
09/25/2025	20250456	Puget Sound Energy	Puget Sound Energy	253.85	1354 SEP 2025	Utilities	Utilities - Sites
09/25/2025	20250457	Snohomish County PUD	Snohomish County PUD	238.15	0839 AUG 2025	Sites Utilities	Utilities - Sites
09/25/2025	20250458	Snohomish County PUD	Snohomish County PUD	292.61	0847 SEP 2025	Sites Utilities	Utilities - Sites
09/30/2025	20250459	WFT Company Two LLC	WFT Company Two LLC	9,374.00	OCTOBER 2025	Kent Facility Lease	GASB 87 Clearing Kent Office
09/30/2025	20250459	WFT Company Two LLC	WFT Company Two LLC	3,426.45	OCTOBER 2025	CAM Charge 2025	Utilities - Kent Office
09/30/2025	20250460	CDW Government	CDW Government	3,870.69	AF7QC1S	AXIS Q3628-VE 8MP DOM	Site Parts/Supplies
09/30/2025	20250461	United Rentals	United Rentals	5,342.93	239291533-012	Generator 45-49 KVA Tier	Generator Rental
09/30/2025	20250462	United Rentals	United Rentals	3,968.95	241846361-013	Generator 40-44 KVA Tier	Generator Rental
09/30/2025	20250463	United Rentals	United Rentals	5,692.93	249106772-003	Generator 45-49 KVA Rent	Generator Rental
09/30/2025	20250464	Comcast	Comcast	664.44	001002650893 1342	Ethernet	Fiber/Backhaul Services
09/30/2025	20250464	Comcast	Comcast	665.05	001002650893 1342	Ethernet	Fiber/Backhaul Services
09/30/2025	20250464	Comcast	Comcast	21.22	001002650893 1342	Ethernet	Fiber/Backhaul Services
09/30/2025	20250465	Richard J Busch	Richard J Busch	2,400.00	199166	Legal - Leases	Legal Serv - Leases/Subleases
09/30/2025	20250465	Richard J Busch	Richard J Busch	2,000.00	199166	Legal - Sublease	Legal Services - Subleases
10/03/2025	20250466	Puget Sound Energy	Puget Sound Energy	568.88	1792 SEP 2025	Utilities	Utilities - Sites
10/03/2025	20250467	Puget Sound Energy	Puget Sound Energy	3,645.46	8846 SEP 2025	Utilities	Utilities - Sites
10/03/2025	20250468	Puget Sound Energy	Puget Sound Energy	586.67	6901 SEP 2025	Utilities	Utilities - Sites
10/03/2025	20250469	Puget Sound Energy	Puget Sound Energy	526.18	1594 SEP 2025	Utilities	Utilities - Sites
10/03/2025	20250470	Puget Sound Energy	Puget Sound Energy	522.75	1271 SEP 2025	Utilities	Utilities - Sites
10/03/2025	20250471	Puget Sound Energy	Puget Sound Energy	971.47	1115 SEP 2025	Utilities	Utilities - Sites
10/10/2025	20250472	AWC Employee Benefit Tru	AWC Employee Benefit Tru	51,224.07	74298	Benefits October 2025 / mi	Benefits
Grand Totals:				250,873.57			

Appendix C - Payroll Benefits

9/25/2025	PERS Payment	19,231.47
9/25/2025	Payroll and Taxes	138,688.77
10/9/2025	PERS Payment	28,488.33
10/9/2025	Payroll and Taxes	140,086.46
		326,495.03

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

PUGET SOUND EMERGENCY RADIO
NETWORK OPERATOR

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
AFL-CIO LOCAL NO. 77

Date of Ratification – December 31, 2027

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ARTICLE 1 RECOGNITION

1.1 Puget Sound Emergency Radio Network Operator (“PSERN” or “Employer”) recognizes the International Brotherhood of Electrical Workers AFL-CIO Local No. 77 (“Union”) as the exclusive bargaining representative for all regular full and part-time employees in the classifications listed in Appendix A in accordance with PERC Decision 13793.

1.2 If a new classification is created and the parties disagree regarding its representation status, either party may submit the matter to the Public Employment Relations Commission.

ARTICLE 2 NON-DISCRIMINATION

2.1 It is mutually agreed that neither the Employer nor the Union will discriminate against any employee or applicant for employment in violation of any applicable State or Federal Law.

2.2 Employees are encouraged to utilize internal complaint mechanisms in accordance with the Employee Handbook in addressing issues around discrimination prior to accessing the grievance process.

ARTICLE 3 UNION MEMBERSHIP AND DUES DEDUCTION

3.1 Membership Rights. All bargaining unit employees can choose whether to become a Union member or a nonmember within thirty-one (31) days following entry into the bargaining unit or within thirty-one (31) days of employment, whichever is later.

3.2 Payment Authorization. Employees who elect union membership will enter a separate dues checkoff agreement to be supplied by Local 77.

3.3 Collective Support. Employees understand that dues and/or fees paid to Local 77 are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the union to improve wages and working conditions generally. Unit employees collectively agree that financial support to Local 77 is fair, necessary, and integral to the success of this Agreement.

3.4 Payroll Deduction, Reoccurring Dues, and Initiation Fees. The Employer agrees to make payroll deductions for: (1) initiation fees; (2) regular monthly union membership dues; and (3) an assessment to a fund established by the Union. The Union will provide at least thirty (30) calendar days’ notice of the amounts to be deducted. The Employer will make these payroll deductions upon receipt of written authorization from the employee on the form supplied by Local 77. The Employer will submit deductions with itemization to include the employee name,

employee identification number, and amount of deduction. This information will be forwarded to Local 77 along with payment each month.

3.5 Revocation of Authorization. Any employee desiring to resign union membership with Local 77 or otherwise cease payment of deductions must provide a signed, written, notice to Local 77. The Union will establish a prescribed method for receipt of a written resignation. After the Employer receives confirmation from Local 77 that the employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation, in accordance with RCW 41.56.110.

3.6 PAC Contributions. The Employer agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to a PAC identified by the Union. The Union will provide a copy of written authorization for deductions to the Employer showing the amounts authorized by each contributing employee to be deducted from their paycheck. The Employer shall send the Union on a monthly basis, the total amount deducted by employees, along with the name of each employee on whose behalf a deduction is made and the amount deducted from each paycheck. Contributions made by employees under this Section are entirely voluntary. Employees may revoke authorization for deductions to a PAC by written notice to the Employer; deductions will end no later than the second payroll following revocation. By agreeing to this provision, the Employer does not endorse or condemn any particular political views associated with any PAC.

3.7 Employment Information. The Employer agrees to send a list of all employees in the bargaining unit at a regularly established time each month during the calendar year. This list will include the employee name, job classification, residence address, personal email, and personal phone number.

3.8 Access to New Members. The Employer will provide Local 77 access to all newly hired employees and/or persons entering the bargaining unit within sixty (60) days of such hire or entry into the unit. The Employer will allow Local 77 up to one (1) hour to meet with such newly hired employees and/or workers entering the bargaining unit. The access can occur either during orientation or at a mutually agreed upon time between the Employer and Local 77. Local 77's right to meet with newly hired employees and/or persons entering the bargaining unit shall occur during the employee's normal working hours and at their usual worksite or a mutually agreed upon location.

3.9 Notification of Records Request. Upon receipt of a request for personnel records under the Public Records Act, the Employer will comply with RCW 42.56.250(2) as it currently exists or is hereafter amended.

3.10 Severability. If any provision of this article is deemed legally invalid or unenforceable by judicial decree or legislation, the remaining provisions will remain in full force and effect.

3.11 Hold Harmless. The Union agrees to indemnify and hold the Employer harmless from any and all liabilities that arise or by reason of actions taken by the Employer pursuant to this Article, including reimbursement of any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or liability asserted against the Employer in connection with this

Article. If the Employer fails to end a deduction as required by Article 3.5 or 3.6, then this Hold Harmless provision does not apply.

ARTICLE 4 UNION BUSINESS

4.1 Conduct of Union Business. Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, may be conducted on the Employer's premises provided that such business does not interfere with the Employer's operations. Employees desiring to use work time for Union business will request permission from their supervisor in advance. Union business shall not affect an employee's ability to accomplish assigned duties.

4.2 Union Training. During each year of this agreement, the Union's principal officer may request that Union Stewards be provided with up to one working day of release time without pay for Union training sponsored by the Union. The Union shall submit the time off request at least two (2) weeks prior to the training. The approval of such time off shall not be unreasonably denied.

4.3 Paid Release Time for Bargaining. Two (2) bargaining unit employees may be on regular paid status for any bargaining session occurring during the employees' scheduled hours of work. If the employee is not on duty during bargaining, the employee will not be paid by the Employer. The Union may request attendance of other Union members on regular paid status to provide subject matter knowledge, which will not be unreasonably denied.

4.4 Bulletin Boards. The Employer shall provide bulletin board space in a non-public area which may be used by the Union for Union-related business.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 In General. Employees are encouraged to attempt to resolve complaints through informal discussions with the Employer and any applicable supervisors. If a grievance cannot be resolved informally, the grievance will be settled according to the procedure provided below.

5.2 Definition of Grievance. A grievance is a dispute between the Employer and the Union, on the Union's own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement.

5.3 Election of Remedies. The Employer and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The Employer and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, the Union and/or the

employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

5.4 Time Limits. To timely initiate the grievance process, a party must initiate a Step 1 Grievance by sending an email requesting a Grievance meeting within fifteen (15) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance.

For purposes of this Article, “working day” shall be defined as Monday through Friday, excluding holidays recognized by the Employer. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit. The day after the event, act, or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day.

Time limits within the grievance procedure may be waived or extended by the mutual written agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance may proceed to the next step of the grievance procedure.

5.5 Required Content of Grievance.

A grievance must satisfy the following conditions:

1. Be submitted in writing.
2. Describe the nature of the grievance with sufficient particularity to permit the Employer to understand the nature of the grievance.
3. Identify the provision(s) of the Agreement allegedly violated.
4. Identify the aggrieved employee(s).
5. Identify the remedy sought.
6. Be signed and dated by the Union representative or Shop Steward and/or the affected employee(s).

5.6 Grievance Procedure

1. **Step 1** – As the initial step, the grievance shall be verbally presented by the employee or a Union Steward or other designee to the employee's immediate supervisor (who is outside of the Bargaining Unit). An email will be sent to the immediate supervisor requesting a Step 1 discussion in advance. If an employee presents a grievance directly at Step 1, the Union shall be provided notice and afforded the opportunity to attend the Step 1 meeting. Any adjustment made must be consistent with the terms of this Agreement.

2. **Step 2** - If no resolution is arrived at in Step 1, the grievance may be referred in writing by the Union Business Representative, Shop Steward or designee to the employee's Department Head. The grievance must be delivered within fifteen (15) working days from the date of the Step 1 discussion. Within fifteen (15) working days, the Department Head will schedule a Step 2 meeting. The Department Head shall respond in writing to the Union within fifteen (15) working days following the Step 2 meeting.
3. **Step 3** – If the grievance is not resolved at Step 2, then within fifteen (15) working days of the Step 2 response, a Step 3 grievance signed by the Union must be delivered to the Executive Director. Within fifteen (15) working days, the Executive Director shall schedule a step 3 meeting. The Executive Director shall respond in writing to the Union within fifteen (15) working days following the Step 3 meeting.
4. **Step 4** – If the grievance is not resolved at Step 3, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process.
 - a. **Notice** – Within twenty (20) working days following receipt of the Employer's Step 2 response, the Union shall notify the Employer, in writing, of its intent to proceed with arbitration.
 - b. **Arbitrator Selection** – After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) working days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators. The list will be provided by the Public Employment Relations Commission (PERC). Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.
 - c. **Decision, Time Limit** – The arbitrator will meet and hear the matter at the earliest possible date after the selection process. After completion of the hearing, a written decision shall be issued within thirty (30) working days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.
 - d. **Jurisdiction of Arbitrator** – The grievance submitted to the arbitrator shall be the original written grievance unless the Employer and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Union agree otherwise. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the Employer or the Union.

- e. **Final Binding Award** – The arbitrator’s written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator’s authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. **Costs, Fees, and Expenses** – Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case, including attorney’s fees. The parties agree to equally share in the costs and expenses charged by the arbitrator.
- g. **Challenges to Arbitrability** - Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in an arbitration proceeding separate from and prior to arbitration on the merits of the grievance. If arbitration is required to determine the procedural arbitrability of a grievance, then the selection of the arbitrator and arbitration procedure shall be based on the steps stated in this section. Within twenty (20) working days following receipt of an arbitrator’s award ruling that a challenged grievance is subject to arbitration, the parties will begin the process to select an arbitrator to rule on the merits of the grievance.

ARTICLE 6 MANAGEMENT RIGHTS

The management of PSERN and the direction of the workforce is vested exclusively in PSERN unless otherwise limited by the terms of this Agreement. The Employer retains all rights, powers and duties of management which include, but are not limited to, the right to:

- A. Determine the Employer’s functions, programs, organizational structure and use of technology;
- B. Determine and amend the Employer’s budget and budgetary priorities;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the functions of the Employer during an emergency;
- E. Determine the Employer’s mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine the location of operations, offices, work sites, including permanently moving or temporarily moving operations in whole or in part to other locations;
- H. Contract for provision of goods or services, other than those customarily and historically performed by bargaining unit employees;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, evaluate, retain, promote, and layoff employees;
- L. Discipline and discharge non-probationary employees for just cause;

- M. Develop classifications and determine, prioritize and assign the work to be performed as appropriate for those classifications.

Nothing herein shall be construed as a waiver of the Union's right to bargain the impacts on wages, hours, and working conditions of the Employer's exercise of its management rights.

ARTICLE 7 LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a Labor Management Committee (LMC). The purpose of the LMC is to discuss matters of concern to either party. Meetings shall be scheduled quarterly unless mutually agreed otherwise. Each side will be allowed up to three (3) representatives unless otherwise agreed upon in advance. Meetings shall be scheduled during regular working hours. Any agenda items not shared at least one week in advance may be tabled by the other party. The committee shall be considered a consultative body.

ARTICLE 8 SENIORITY

8.1 Definitions. PSERN seniority is defined as the length of continuous employment with the Employer in a bargaining unit position. Seniority within a Classification is defined as the length of continuous employment within a particular job classification in Appendix A. In the event of a tie, it will be broken by the Union Business Representative utilizing a neutral tie-breaking method. An initial seniority list shall be established during the ratification process of this first Agreement, which shall be provided by the Union to the Employer for review and verification. Future seniority lists shall be provided to the Union upon request.

8.2 Part-Time Employees. Regular part-time employees earn seniority on a prorated percentage of regular full-time employees.

8.3 Probation. Upon hire, new employees are subject to a probationary period of six (6) months. The probationary period automatically extends for any period of absence in excess of fourteen (14) consecutive calendar days. The probationary period may be extended up to an additional six (6) months for a total of twelve (12) months, at the discretion of the Employer. The Union will be notified of probationary period extensions. Probationary employees may be terminated without cause or advance notice, which may not be grieved. Probationary employees shall not have seniority. Upon completion of the probationary period, the employee's most recent date of hire with the Employer shall be the employee's PSERN seniority date.

8.4 Promotional Trial Periods. Employees who are promoted or transferred into a new position are subject to a six (6) month trial period. The Employer reserves the right to remove an employee during the trial period for unsatisfactory performance, which may not be grieved. If an employee does not successfully complete their trial period they will be returned to their previously held position, provided it is vacant. A promoted employee may voluntarily return to their previously held position during the promotional trial period, provided it is vacant or has been less than 60 days. If a promoted employee returns to their previously held position, the time

served in the promotional position shall be included in their seniority for the previously held position.

8.5 Breaks in Seniority. Seniority shall be broken by resignation, discharge, retirement, layoff of more than twenty-four (24) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority.

ARTICLE 9 SAFETY

All work shall be done in a competent and safe manner, and in accordance with the State of Washington safety codes. Where higher standards are specified by the Employer than called for as minimum by state codes, Employer standards shall prevail. All employees are encouraged to report any safety concerns immediately to their supervisor or another member of management. Employees shall not be subject to discipline for reporting safety concerns to management.

9.1 Uniforms. The Employer may assign uniforms and identification tags to employees. Upon issue, uniforms are the responsibility of the employee for maintenance and care. Normal wear and tear is expected, with replacements issued by the Employer on an as-needed basis. Employees are free to change into their work uniforms while at home, or they may store their uniforms at the Employer. The uniforms remain the property of the Employer and must be returned to the Employer at the end of employment.

9.2 Tools, Equipment, and PPE. The Employer will provide employees with all required tools, equipment, winter wear, and personal protective equipment (PPE) necessary to complete the job safely. Employees who do not believe they have the proper tools and equipment to safely perform a work assignment shall immediately notify a supervisor. Employees are responsible for the reasonable care of all tools and equipment issued to them. The Employer will repair or replace any tools or equipment that have become worn out or damaged in connection with work duties. All tools and equipment remain the property of the Employer and shall be returned at the end of employment.

9.3 Protective Footwear. Certain positions are required to wear protective boots, which must meet L&I safety standards (WAC 296-800-16060 and ASTM F-2412-2005). On an annual basis, the Employer provides a voucher to all employees who are regularly assigned to work in the field; and every other year for staff who may be assigned to work in the field, with the rate set annually by the Executive Director or designee. Any unused voucher amount does not rollover from one calendar year to the next.

9.4 Safety Committee. A safety committee shall be established and meet monthly. The committee shall be comprised of at least 2 bargaining unit members and at least 1 management representative.

9.5 Safety. The Union and the Employer have a mutual interest in providing a safe work environment. The Employer will provide a work environment in accordance with safety and health standards established by WAC and the Department of Labor & Industries. Employees will

comply with safety and health practices and standards established by the Employer. The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner. The Safety Committee will consider options for satellite phone technology and AED kits and make a recommendation to the Employer.

9.5.1 Employees dispatched to a remote site (e.g., locations off forest roads or other remote locations that could be adversely affected by adverse weather conditions) during periods of adverse conditions will not be alone. Every vehicle has a first aid kit.

9.5.2 High Sites will be equipped with emergency supplies for a 2-person crew for 72 hours (for example, latrine, food, water, cot, and sleeping bags.)

ARTICLE 10 HOURS OF WORK

10.1 FLSA Workweek. The standard FLSA workweek begins on Sunday at 12:01 a.m. and ends the following Saturday at 12:00 a.m. (midnight). If an employee is approved to work a 9/80 schedule, the FLSA workweek begins halfway through the employee's 8-hour shift.

10.2 Full Time Work Schedule. The work schedule for full-time employees is 40 hours per week. Employees will be assigned to a standard work schedule by their supervisor.

10.3 Work Schedule. The normal work schedule for this Agreement is Monday through Friday with consecutive days. Effective the first full pay period after ratification of this Agreement by both parties, the work schedule for all employees will be 7:30 am to 4:00 pm. Employees and the Employer may agree to alternative start and end times. Alternative schedules (i.e. 4x10, 9/80) are subject to Employer approval.

The Employer reserves the right to modify an employee's work schedule for a minimum of two consecutive weeks with at least 14 days' advance written notice, provided that if the new schedule includes hours (i) between 6 pm and 6 am and/or (ii) on Saturday or Sunday; then the employee will receive a premium of 15% of their base wage for hours in (i) and/or (ii). The Employer recognizes occasions may arise where an employee requests to "flex" their daily schedule to account for personal commitments or appointments. Any such requests to "flex" a schedule must be communicated to a supervisor and approved in advance.

- a. Employees in the Field Service or Senior Field Service classifications will continue to have a take home vehicle for the duration of the Agreement (through December 31, 2027).
- b. "Take Home Vehicle" is a PSERN vehicle that is authorized for use by an employee for PSERN business and operational purposes.
- c. Employees with a take home vehicle residing outside of the boundary created by the following: in King County, West of State highways 203, 202, 18 to the Auburn Black Diamond Rd Exit, South to the County Line and East of Puget Sound (excluding Vashon Island) shall have their workday begin when they cross such boundary or upon arrival at the first site of the day, whichever is closer and conclude when they cross the aforementioned boundary on the return trip or arrive home whichever is closer.

- d. Employees residing inside this boundary with a take home vehicle shall have their workday begin when they depart their home and conclude when they arrive home.
- e. On a weekly basis employees may be required to report to Kent HQ to begin their shift. Additionally, management may assign specific days to report to the headquarters for activities such as training, warehouse support or equipment readiness. On these assigned days, the workday commences at HQ and concludes at HQ if they are not deployed to another worksite.
- f. PSERN Vehicle Usage Policy is adopted effective the first pay period after ratification of this Agreement by both parties.

10.4 Exempt Employees. Exempt employees are expected to work the hours needed to perform the duties of their respective positions. Full-time positions have been established with the expectation it will take most employees approximately 40 hours per week to complete assigned duties, although the actual time needed to complete the job may vary from week to week. Working irregular hours, evenings, and/or weekends may be required as a condition of employment. Exempt employees are afforded discretion over their specific working hours, but are generally expected to closely align their schedules with the Employer's daily business hours. In addition, certain positions may require adherence to fixed scheduling expectations (for example, pre-scheduled client visits, supervisory duties, attendance at Board meetings, etc.). Exempt employees are expected to use good judgment in managing their workloads, meeting service needs, and providing supervisory responsibilities. Any substantial or recurring variations from the Employer's core business hours should be discussed with and approved by the exempt employee's supervisor or Executive Director.

10.5 On-Call and Call-Out Duties. Certain categories of employees are subject to on-call and call-out duties while on-call as a condition of employment. When placed on-call, an employee is subject to return to work ("call out") outside of the employee's regular work shift and is paid 12.75% of their straight time rate on an hourly basis. For a call-out that can be handled remotely outside of the employee's regular work shift between 6 am and 9 pm, the employee will be paid a minimum of one (1) hour of overtime or the actual time worked if greater. For all other call-outs, the employee will be paid a minimum of three (3) hours at the overtime rate.

10.6 Call-Back. When an employee is called to work outside of their regular work shift and is not on-call, the employee will be paid a minimum of three (3) hours of overtime for the call-back. Scheduled overtime is not call-back. Employees called back, who do not have a take home vehicle, to report to a worksite during an off-duty time or day to respond to an immediate or emergent issue shall be reimbursed at the IRS rate for mileage incurred for travel between home and work and the return trip, if not at the end of their regular work day.

10.7 Meal and Rest Periods. The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 pursuant to RCW 49.12.187.

10.7.1 Meal and Rest Periods for Non-Exempt Employees. Non-exempt employees are allowed to take a paid break of 15 minutes for every four hours of worked time. Employees are

entitled to an unpaid meal period for every five hours of worked time. The meal period shall be roughly at the midpoint of the employee's shift. The length of the meal period shall be either 30 or 60 minutes, depending on the position held by the employee and the operational needs of the Employer. Employees who are unable to take a meal or break period must promptly notify their supervisor. Employees may not use their meal or rest breaks for the purpose of arriving late or leaving early.

10.7.2 Meal and Rest Periods for Exempt Employees. Exempt employees are not required to adhere to any specific meal and rest breaks. Assuming work and business needs are met, exempt employees have discretion over the timing and frequency of their meals and breaks.

10.8 Rest Between Shifts. An employee who has less than eight (8) continuous hours off between shifts shall be permitted paid release time for their regularly scheduled work hours until the eight (8) hours off has been met. This provision shall not apply during emergencies. During emergencies where 8 hours rest is not attainable, the affected employees shall remain on the overtime rate of pay until such time as they have 8 consecutive hours off.

ARTICLE 11 OVERTIME

11.1 Nonexempt Employees. Nonexempt employees are subject to the overtime pay requirements of state and federal wage and hour laws. These laws generally require nonexempt employees be paid overtime wages equal to one and one-half times (1.5x) the regular rate of pay for any hours worked beyond 40 hours in a designated FLSA workweek. In addition, the Employer pays overtime when nonexempt employees work in excess of their regularly scheduled workday. For purposes of calculating overtime, the usage of accrued paid leave (vacation, sick, holiday, compensatory time) constitutes hours worked towards 40 in a workweek, or towards an employee working in excess of their regularly scheduled workday.

11.2 Approval and Documentation. Absent an emergency or being on call, employees are required to obtain supervisor approval before working overtime. All time worked shall be entered into the Employer's timekeeping system.

11.3 Compensatory Time. Employees may request to earn compensatory time off in lieu of overtime. The accrual of compensatory time off shall be at the discretion of the supervisor. A maximum of one hundred and twenty (120) hours of leave may be accumulated at any time. The use of compensatory time must be requested at least forty-eight (48) hours in advance and will be granted at the discretion of the supervisor. Any accrued and unused compensatory time remaining at the end of the calendar year will be cashed out on the employee's final paycheck of the year.

11.4 Assignment of Scheduled Overtime. The Employer will assign scheduled overtime in an equitable manner to qualified employees, understanding that assignments are made based on skill sets, availability, and other operational need. Issues arising regarding the distribution of Overtime shall be dealt with in the Labor Management Committee.

11.5 Exempt Employees. Exempt employees are not eligible for overtime.

ARTICLE 12 WAGES

12.1 Wages. Wages for bargaining unit positions shall be as set forth in Appendix A to this Agreement. Step increases are granted: (i) at the successful conclusion of probation; and (ii) every twelve (12) months thereafter, provided the employee has received a satisfactory performance evaluation. An employee's step anniversary date resets upon a change in job classification.

**All PSERN employees hired on January 1, 2024 will receive a step increase effective on the first day of the first full pay period after this Agreement is ratified by both parties and will receive a second step, if eligible, on January 1, 2026, and every twelve (12) months thereafter. Employees hired after January 1, 2024 will receive a step increase per Article 12.1 or effective the first day of the first full pay period after this Agreement is ratified by both parties, whichever is later, and will receive a second step increase on their 24-month anniversary date, and every twelve (12) months thereafter.*

12.2 Correction of Payroll Errors. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods. In the event of an overpayment, the Employer will notify the employee and, within thirty (30) calendar days of the notice, the employee must choose to repay the overpayment by either a voluntary wage deduction or by personal check. The employee will have the option to repay the amount over a period of time equal to the number of pay periods during which the overpayment was made. If the employee fails to choose an option, the Employer will deduct the overpayment from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made. Any overpayment outstanding at separation of employment will be deducted from the employee's final paycheck. If a current employee can demonstrate hardship with the above repayment timeframes, an alternative repayment schedule may be negotiated.

12.3 Wage Increases.

Effective the first day of the first full pay period after ratification of this Agreement by both parties, wages will be increased by 3.6%. Conditioned on the Union ratifying this Agreement by October 15, 2025, each employee employed on October 15, 2025 will receive a ratification incentive in an amount equal to a 3.6% wage increase retroactive to January 1, 2025.

Effective January 1, 2026, or the first full pay period after ratification of this Agreement by both parties if later, wages will be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W, June 2024 to June 2025, with a minimum of 1% and a maximum of 3%, plus one percent (1%), for a total of 3.7%.

In addition, effective January 1, 2026, the following position grades will be adjusted:

Field Service Technician, Engineering Technologist, Technical Specialist will move from Grade 29 to Grade 31. Senior Field Service Technician will move from Grade 31 to Grade 33. System Administrator will move from Grade 31 to Grade 33. Project Manager will move from Grade 36 to Grade 38. Business

Support Specialist will move from Grade 20 to Grade 22. Employees will remain on the same step; for example, an employee on Grade 29 Step 5 will move to Grade 31 Step 5.

Effective January 1, 2027, or the first full pay period after ratification of this Agreement by both parties if later, wages will be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W, June 2025 to June 2026, with a minimum of 2% and a maximum of 4%.

ARTICLE 13 HOLIDAYS

13.1 Recognized Holidays. All bargaining unit employees will receive paid time off for the following recognized holidays:

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holidays (2 per calendar year)	Dates Selected by the Employee

13.2 Eligibility. For regular full-time employees, each holiday is eight (8) hours of paid leave. Regular part-time employees are eligible for prorated holiday leave and floating holidays. To be eligible for holiday pay, an employee must be in a paid status on the workday before or the workday after the observed holiday.

13.3 Observance and Scheduling. Holidays are normally observed on their actual date. However, should a holiday fall on a Saturday, it will be observed by the Employer on the preceding Friday. Should a holiday fall on a Sunday, it will be observed by the Employer on the following Monday. In certain situations, employees may be assigned alternative work schedules, with regular days off falling between Mondays and Fridays. In such situations, should the Employer observe a holiday on an employee's regular day off, the employee shall observe the holiday on the closest adjacent workday.

13.4 Floating Holidays. Each employee shall receive two (2) floating holidays per calendar year. Floating holiday leave requests are approved by supervisors, taking into consideration the preferences of employees and the business needs of the Employer. Floating holidays must be

scheduled and used in half or full day increments, have no cash value upon separation, and must be used in the calendar year they are accrued.

Employees hired before May 1 receive two (2) floating holidays for the calendar year. Employees hired on or between May 1 and September 30 are eligible for one (1) floating holiday for the calendar year. Employees hired after September 30 do not receive floating holidays for the calendar year. Newly hired employees are permitted to use floating holidays during their probationary periods.

13.5 Exempt employees may occasionally be required to work more than 40 hours per workweek. Such extended working hours may be attributed to special projects, coverage for an absent coworker or during a job vacancy, in response to an emergency, or for other necessary business purposes. Where a supervisor observes an exempt employee has been required to perform duties substantially beyond a normal full-time schedule, the supervisor may recommend a discretionary allotment of executive leave. Where an exempt employee presents a request based on demonstration of a body of work substantially beyond the normal workload to the supervisor or management representative, the management team may subsequently recommend a discretionary allotment of executive leave. This may include, as examples, additional personal days off or a reduced work schedule for a specific period to offset extended hours. All allotments of executive leave or reduced work schedules are approved at the discretion of the Executive Director or designee. When granted, executive leave has no cash value upon separation and must be scheduled and used within the timeframe established by the Executive Director or designee (normally within the same calendar year). Absent exceptional circumstances, exempt employees are limited to a maximum of 80 hours of executive leave per calendar year.

ARTICLE 14 VACATION

14.1 Vacation Accrual. The Employer provides paid vacation leave to all regular full-time employees and any regular part-time employees scheduled to work 20 or more hours per week. Employees accrue vacation based on their completed years of service with the Employer:

Completed Years of Service	Annual Vacation Hours
Upon hire through end of Year 5	96
Beginning of Year 6	120
Beginning of Year 7	128
Beginning of Year 8	136
Beginning of Year 9	144
Beginning of Year 10	152
Beginning of Year 11	160
Beginning of Year 17	168
Beginning of Year 18	176
Beginning of Year 19	184
Beginning of Year 20	192

Beginning of Year 21	200
Beginning of Year 22	208
Beginning of Year 23	216
Beginning of Year 24	224
Beginning of Year 25	232
Beginning of Year 26 and beyond	240

Vacation leave begins accruing on an employee's first day of employment with the Employer and is available for use in the pay period after it is earned. Vacation leave is accrued on a per pay period basis, as reflected on employee paystubs. Vacation leave does not accrue during periods of unpaid leave. Vacation accruals are pro-rated for part-time employees. The Employer has discretion to consider prior years of related service for newly hired employees when initially placing them on the accrual chart.

14.2 Scheduling and Usage. Vacation leave should be scheduled at times mutually agreeable to the employee and the Employer. The Employer reserves the right to deny vacation leave requests when the absence would interfere with business needs. Employees generally are not permitted to take vacation leave until the time has been approved, with exceptions evaluated on a case-by-case basis.

14.3 Deductions and Time Tracking. Non-exempt employees are expected to deduct vacation leave based on actual leave used, in increments of 15 minutes, consistent with the Employer's timekeeping system. Exempt employees who are absent for four (4) or more hours during a workday are required to deduct vacation leave based on actual leave used, in increments of one (1) hour, rounded to the nearest hour. For example, an exempt employee who works for two (2) hours, and then takes six (6) hours, should deduct six (6) from the employee's vacation balance. Exempt employees who are absent for less than four (4) hours during a workday are not required to deduct from their vacation leave balances.

14.4 Balances and Carryover. At the end of each calendar year, employees may carry over a certain portion of their unused vacation leave into the new year, up to a carryover cap of 320 hours of accrued vacation leave. Employees are expected to responsibly manage and schedule their vacation leave to remain within the annual carryover limits. At the end of a calendar year, any vacation accruals beyond the carryover maximum will be forfeited. In limited situations, where the Employer's business needs make it impossible for an employee to schedule and use vacation leave, the Executive Director or designee may authorize a temporary exception to the accrual and carryover limits. Employees requesting an exception should submit their request to the Executive Director before reaching the maximum limits. If employees do not request approval to carry over excess vacation leave or the request is denied, employees forfeit the excess leave.

14.5 Cashout Upon Separation. Accrued but unused vacation leave will be paid to an employee upon separation from employment with the Employer at the employee's final rate of pay and included in an employee's final paycheck.

ARTICLE 15 SICK LEAVE

15.1 Sick Leave Accrual. Sick leave accruals begin upon hire and are eligible for use in the pay period following accrual. Regular full-time employees accrue sick leave at the rate of at least eight (8) hours for each month, accrued at the rate of 3.7 hours of sick leave per pay period, provided the employee is in a paid status for at least one day during the pay period. Regular part-time employees accrue sick leave on a prorated basis. In no instance will any employee earn less than one (1) hour of sick leave for every 40 hours worked.

15.2 Authorized Purposes. Sick leave may be used for any purpose authorized by Employer policy or Washington State law.

15.3 Scheduling. When the need for sick leave is foreseeable, employees should submit written notice at least 10 calendar days in advance or with as much advance notice as otherwise possible under the circumstances. When the need for sick leave is unforeseeable, employees must provide notice to their supervisor as soon as possible before the start of their scheduled workday. If it is not possible or practicable for an employee to provide notice before their workday, then the employee should provide notice as soon as possible after the workday has begun. If necessary, employees may have a friend, family member, or other trusted resource provide notice to their supervisor on their behalf.

15.4 Verification. The Employer may require documentation regarding the use of sick leave after three consecutive days of sick leave use in accordance with Employer policy, where permissible by state law.

15.5 Carryover. Employees may carry over a maximum of 1,040 hours of accrued sick leave from one calendar year to the next. Any hours beyond 1,040 are surrendered at the end of each calendar year.

15.6 Cash Out Upon Separation. Upon PERS retirement, employees who separate from the Employer are eligible for cash out of 25% of their unused sick leave hours, at the employee's base rate of pay on the separation date. The cash out will be deposited into a VEBA account. Should an employee be rehired within 24 months, their sick leave balance will be reinstated upon rehire, less the hours previously cashed out.

15.7 Paid Family Medical Leave. Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A et seq. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees pay through payroll deductions the maximum allowable charges for both family leave and medical leave premiums, as stated by RCW 50A.10.030 and updated annually by the Employment Security Department. The Employer shall pay any remaining portions as required by law.

ARTICLE 16 OTHER LEAVE

16.1 Bereavement Leave. In the event of the death of an employee's family member, an employee may receive up to five (5) days of paid bereavement leave. All bereavement leave is approved by the Executive Director or designee. Once approved, bereavement leave must be used within twelve(12) months from the date of death. The Executive Director or designee may approve additional bereavement leave through the usage of sick, vacation, floating holiday, or executive leave. For purposes of bereavement leave, "family member" means a spouse, registered domestic partner, child, parent, grandparent, grandchild, and sibling or relations of this kind of employee's spouse or registered domestic partner. In addition, the Executive Director retains the discretion to approve additional close familial relationships existing between an employee and a deceased relative (for example, where an employee had a close relationship with an aunt, uncle, cousin, in-law, romantic partner, or other individual residing with the employee). The Employer retains the discretion to request verification of the family relationship or death.

16.2 Jury Duty. The Employer provides employees with reasonable leave for jury service. An employee must provide the Employer with a copy of the jury duty summons as soon as possible after receiving it. For each summons, employees are eligible to receive up to ten work days of paid jury duty leave. For extended jury service beyond ten work days, additional paid jury duty leave is subject to approval by the Executive Director or designee. To be eligible for jury duty pay, the employee must surrender payment provided by the court, excluding expense reimbursement (such as mileage). Upon completion of jury duty, the employee is required to promptly contact their supervisor for instructions regarding reporting to work, and must provide the Employer with proof of completed jury service.

ARTICLE 17 HEALTH AND WELFARE BENEFITS

17.1 Health and Welfare Benefits. The Employer offers health, dental, and vision insurance coverage through the Association of Washington Cities (AWC). Enrollment options include both a preferred provider organization (PPO) and a health maintenance organization (HMO). To help pay for healthcare costs, employees are offered enrollment in Flexible Spending Accounts (FSAs), which serve as a vehicle to pay out-of-pocket costs using pre-tax dollars. Through various carriers, the Employer also offers life insurance, long-term disability, and accidental death and dismemberment insurance.

17.2 Eligibility. Health and welfare benefits coverage becomes effective the first day of the month following hire. All regular full-time and regular part-time employees regularly scheduled to work 30 or more hours per week are eligible to enroll. When covered, employees may also enroll their eligible dependents, such as spouse and children.

17.3 Terms and conditions. Terms and conditions regarding plan benefits, enrollment, and coverage are established by the applicable insurance carrier and will be communicated to employees upon hire or prior to open enrollment. Information is also available in plan documents maintained by the Employer.

Benefits programs and coverage, insurance carriers, and cost-sharing (if any) are subject to change from time-to-time based on market conditions and the directives from the Employer's Board of Directors, which shall be communicated to the Union as soon as practical. Absent unusual circumstances, any changes to benefits will be applied on a calendar year basis, with information communicated to employees during open enrollment.

ARTICLE 18 DISCIPLINE

18.1 In General. The primary objective of discipline shall be to correct and rehabilitate behavior, not to punish or penalize. All employees of the bargaining unit are expected to comply with the Employer's policies regarding standards of conduct. Discipline for non-probationary employees shall be for just cause.

18.2 Performance Improvement Plans (PIPs). If the Employer chooses to place an employee on a PIP, the employee shall be given a good faith opportunity to complete their PIP milestones before any progressive discipline for unsatisfactory performance of the PIP is issued to the employee, unless there are instances of misconduct, gross performance issues, or new performance concerns. PIPs are included in personnel files.

18.3 Letters of Expectations/Counseling. Letters of expectations and/or counseling shall not be included in personnel files but may be included in supervisory files.

18.4 Disciplinary Steps. Disciplinary action generally includes the following steps, unless otherwise provided below:

- a. verbal warning
- b. written warning
- c. suspension
- d. discharge

The Employer may tailor discipline to respond to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will usually be sequential unless the gravity of an offense, or other extenuating circumstances, justify a more severe response.

In cases of suspension, demotion or discharge, the basis for discipline shall be provided to the Union and the employee in writing.

Provided an employee has received no further or additional discipline in the intervening period, a verbal warning may not be used for progressive discipline after one (1) year from the date of issuance and a written warning may not be used for progressive discipline after two (2) years from the date of issuance other than to show notice of any rule or policy at issue.

18.5 Paid Administrative Leave. The Employer reserves the right to place an employee on paid administrative leave pending the outcome of a disciplinary investigation or for other legitimate operational reasons. Paid administrative leave is non-disciplinary.

18.6 CJIS. An employee who loses their personal CJIS clearance temporarily will be allowed to use accrued paid leave (except sick leave), or be placed on leave without pay, until the issue is resolved, unless the employee proves the loss was not their fault. If the employee proves the loss was not their fault, then they will be allowed to remain on alternative duty for up to 60 calendar days while they attempt to rectify the issue. This provision does not limit the Employer's right to take disciplinary action with just cause. PSERN will track expiration/renewal dates of CJIS and work with employees to notify them of upcoming dates.

ARTICLE 19 LAYOFF AND REDUCTION IN FORCE

19.1 Layoff and Reduction in Force. At times, economic conditions and/or business needs may make it necessary for the Employer to conduct layoffs, furloughs, or workforce reductions. The Executive Director or designee may authorize such actions based on budget constraints, changing business directives, lack of work, or any other related business needs.

19.2 Order of Reduction. Employees shall be laid off according to seniority within the classification, with the employee with the least amount of time in the classification being the first to go.

19.3 Bumping. A laid off employee who is not on probation is entitled to bump back to a prior position previously held in the last 24 months with the Employer, provided they have more PSERN seniority than the incumbent.

19.4 Recall from Layoff. Laid off employees who were not on probation at the time of layoff shall be placed on a reinstatement roster for a period of 24 months from the date of layoff. Whenever vacancies occur, employees will be offered reinstatement in reverse order of layoff into a position the employee previously held at the time of layoff. Employees must keep the Employer informed of their current contact information for purposes of notification and respond to an offer of reinstatement within fifteen (15) calendar days. Failure to do so shall relieve the Employer of any further obligation to recall such employee to work. A recalled employee will maintain their original seniority.

ARTICLE 20 PERFORMANCE OF DUTIES / NO RIGHT TO STRIKE

The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of Employer services. The Union and employees covered by this Agreement shall not engage in any strike, work stoppage, or similar activity against the Employer. Likewise the Employer shall not lockout its employees.

ARTICLE 21 SEVERABILITY AND SAVINGS

21.1 Severability. If any portion of this Agreement is contrary to law or held invalid by any court or administrative agency, the remainder of this Agreement will remain in full force and effect. If any provision is held invalid, the Employer and the Union shall enter into immediate

negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

21.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and the parties acknowledge that there are no oral side agreements. During negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

ARTICLE 22 DURATION OF AGREEMENT

This Agreement shall be in full force and effect upon full and final ratification by both parties and shall remain in effect through December 31, 2027. Either party desiring to change or modify any part of this Agreement at its expiration must notify the other party in writing no more than 120 days and no less than 90 days in advance of the above expiration date. This Agreement shall remain in full force and effect during periods of negotiations.

Signed this ____ day of _____, 2025

Signed this ____ day of _____, 2025

PUGET SOUND EMERGENCY RADIO
NETWORK OPERATOR

SIGNED FOR IBEW LOCAL UNION NO.
77

Michael Webb
Executive Director

Jonathan Finch, Business Representative
IBEW Local 77

APPENDIX A

WAGE SCHEDULE Effective October 25, 2025						
IBEW Local 77 Positions	Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Project Manager	36	148,240	153,428	158,798	164,356	170,109
Senior Field Service Technician						
System Administrator	31	124,814	129,182	133,704	138,383	143,227
Field Service Technician	29	116,515	120,593	124,814	129,182	133,704
Business Support Specialist	20	85,491	88,483	91,580	94,785	98,103

WAGE SCHEDULE Effective January 1, 2026						
IBEW Local 77 Positions	Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Project Manager	38	164,674	170,437	176,403	182,577	188,967
Senior Field Service Technician						
System Administrator	33	138,651	143,504	148,526	153,725	159,105
Field Service Technician	31	129,432	133,962	138,651	143,504	148,526
Business Support Specialist	22	94,968	98,292	101,732	105,293	108,978



PSERN Operator Board of Directors
Action Log - Open Items

#	Date Opened	Item	Responsible	Due Date	Notes
28	9/25/25	Complete the study to identify which areas need improved in-building coverage and plan for the next steps, including a subsequent phase of work to develop funding requirements and strategies.	Operator Staff		



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

#	Date Opened	Item	Responsible	Date Closed	Notes
1	4/28/22	Summary of portfolio of PSERN leases	Project Staff	6/1/22	Operator
2	4/28/22	Budget workshop to discuss 2023 budget and rate setting	Mike Webb/ Tracy Plouse	12/12/24	Draft manual was presented at the September meeting, will be discussed in October, and is on the brought for approval in December.
3	6/23/22	Operator staff will send a calendar invite for the July 11, 2022 budget workshop.	Tracy Plouse	6/24/22	
4	3/24/22	Facility recommendation and approval	Mike Webb	8/25/22	Leased approved at 8/25 meeting.
5	6/23/22	Review availability for the August and September regular Board meetings.	Board Members	7/28/22	Need to confirm quorum
6	4/28/22	Provide a report on possible changes to the Operator ILA associated with a change to the milestone at which the Operator takes over operational responsibility. Assess the Motorola contract for any concerns.	Mike Webb	9/22/22	This pertains to the proposal to set the date for operational transition and PSERN service fee commencement to something other than FSA.
7	5/26/22	Review existing procurement policy to consider issues identified in Clark Nuber phase 1 report.	Mike Webb/ Tracy Plouse	9/22/22	Procurement policy amendments approved.
8	8/25/22	Update the draft budget and service fee estimates to reflect revised CPI rates.	Tracy Plouse	9/22/22	Updated budget report provided at September meeting.
9	9/22/22	Approval of warrant vouchers (checks) needs to be added to future board meetings as a standing item. This could be done as part of a consent agenda that would also include approval of previous meeting minutes.	Mike Webb/ Tracy Plouse	10/27/22	Will be incorporated as part of consent agenda starting with October meeting

#	Date Opened	Item	Responsible	Date Closed	Notes
10	9/22/22	Operator staff will bring additional information on the alternatives to modifying or setting the Operator Transfer date and the associated funding requirements and approaches	Mike Webb	10/27/22	Closed, follow up item added to action log.
11	1/26/23	Mike Webb will consult with legal counsel on the wording of the motion for the Board to approve the transfer agreement prior to sending for Council approval.	Mike Webb	2/23/23	This is complete. Wording for the agreement has been provided. Pacifica advised the wording to be" it is also recommended that the Board plan to approve the Agreement, in substantially final form."
12	10/27/22	The Operator will add the decision regarding collection of service fees from agencies beginning in 2024 to a future Board meeting.	Mike Webb/ Tracy Plouse	4/27/2023	FSA will not occur until December and there is no ability for the Operator to collect fees until after FSA. Recommend this item be closed. The Board of Directors agreed that this item should be closed at the 4/27/23 meeting.
14	3/24/22	2024 budget and service fee development.	Mike Webb/ Tracy Plouse	6/22/23	Budget approved in June.
15	3/24/22	Report on proposed plan for development of sublease agreement templates to be drawn up for discussion.	Mike Webb	5/25/23	Agenda item #8 of the 5/25/2023 Board meeting.

#	Date Opened	Item	Responsible	Date Closed	Notes
16	10/27/22	Operator staff will prepare a draft operational support agreement between the County and the Operator.	Mike Webb	5/25/23	Recommended to close this item as there is no OSA.
17	5/25/23	The Operator has an action item to come back with some further analysis and proposed budget scenarios for the June meeting.	Tracy Plouse	6/22/23	On the June agenda.
18	7/27/23	The PSERN Operator will look into options on how it could offset the higher out of pocket maximums and deductibles for transferring employees and bring this information to the Board in August.	Operator Staff	8/24/23	Completed August 24,2023
21	4/25/24	Provide information on how PSERN explores and negotiates subleases and how fees are determined.	Adrian Englet	7/25/2024	Presented at the July meeting.
19	1/25/24	Compile and create a fiscal policy manual.	Operator Staff	12/12/2024	Manual was approved by the Board at the December 12, 2024 meeting.
20	4/25/24	Follow up with FirstNet on subleasing space on PSERN towers.	Mike Webb	1/23/2025	PSERN had initial meeting with FirstNet, waiting on FirstNet. FirstNet has indicated they are not interested in subleasing on PSERN towers at this time.
22	12/12/24	Board Members to provide feedback on any additional items they would like to see added to the Board Workplan or to the Project and Initiatives list to be presented at the January meeting.	Mike Webb	1/23/2025	On January agenda.

#	Date Opened	Item	Responsible	Date Closed	Notes
24	12/12/24	Provide additional information on the microgrid solution, other alternative energy technologies and potential grant or funding opportunities.	Mike Webb	3/18/2025	Mike has not found any grant or funding options to date.
25	1/23/25	Provide additional information on encryption to the Board, including is there any requirement to provide access to communications to the public.	PSERN Staff	5/22/2025	Agenda item # 9
26	1/23/25	Provide updates on the results of the coverage testing assessment.	PSERN Staff	5/22/2025	Agenda item # 10
23	12/12/24	Add a document review period to the financial policy manual.	Tracy Plouse/Mike Webb	6/26/2025	Financial policy manual has been updated.

#	Date Opened	Item	Responsible	Date Closed	Notes
13	2/24/22	Request for additional information related to In-Building Sites to include details of funding options for the remaining 10 areas recommended by the task force, any budget considerations, improvements found in Coverage Testing, impacts of additional sites on Operator rates, Operations Board and Technical Committee perspective, and impact on backhaul capacity.	Operator Staff	9/25/2025	The current plan for in-building coverage assessment work was outlined in a report to the Board at the May 2025 meeting. Determining funding requirements for additional in-building coverage sites is dependent on identifying and verifying requirements for additional sites. An A&E firm, Mission Critical Partners, has been contracted to review what areas need improved in-building coverage and what the priorities are. This includes reviewing and potentially updating the list of sites identified by the earlier in-building task force. At the completion of the current consultant project, a subsequent phase of work to determine funding and implementation timing for additional sites will be undertaken.
27	5/22/25	PSERN to provide options to resolve the Totem Lake police and fire on-street signal issues for the Board to consider as a set aside amount in the capital expenditure.	Mike Webb	9/25/25	On agenda item #10.

PSERN Board of Directors Staff Report Agenda Item #7

Title: Executive Director Report – October 2025
Meeting Date: October 23, 2025
PSERN Staff Contact: Michael Webb, Executive Director
Action: Discussion

SUMMARY:

This report provides a summary of the activities of the PSERN Operator (PSERN) since the last report to the Board at the September 25, 2025, meeting.

DISCUSSION:

PSERN Operator Staffing

- PSERN Operator staffing currently stands at 22 out of 24 authorized in the 2025 budget.
 - Recruitment activity is underway to backfill the Business Analyst vacancy.
- Strategic Government Resources (SGR) is reaching out to PSERN stakeholders to prepare for Executive Director recruitment.
 - SGR will discuss with the Board the status of recruitment and the need to identify an initial selection committee under agenda item 10.
- A Collective Bargaining Agreement with IBEW Local 77 is being brought forward for discussion and approval under agenda items 4 and 5.

Financial

- 3Q 2025 financial results are provided under agenda item 8.

Procurement Activity

- No procurement activity occurred in the past month.

Projects and Initiatives

- Encryption implementation is underway:
 - Master codeplug development and user agency training material are complete.
 - Fleetmap updates have been incorporated, including updates from neighboring systems.
 - Configuration and testing of the Key Management Facilities (KMF) at both Master Sites is complete.
 - Console configuration files have been completed and will be applied at dispatch sites in the coming weeks.
 - End user radio reprogramming to implement encryption changes will be required, with a goal of

completing the implementation in 2Q 2026 prior to the FIFA World Cup.

- As part of reprogramming, all radios should undergo preventive maintenance and have their firmware updated:
 - Over 9,000 radios need firmware updates and there are nearly 8,000 pre-encryption programming jobs waiting to be applied by user agencies and radio shops.
 - This is being discussed with the Operations Committee.
- The MPLS network audit and assessment being conducted by Federal Engineering is nearing completion, with the consultant planning to be on-site for training during the week of November 10th and the project wrapping up by end-November.
- Work is underway on the next phase of In-Building Coverage Assessment by the consultant, Mission Critical Partners, and is expected to be completed by end of December.
 - The deliverables include a GIS-based tool that can be used to identify in-building coverage performance for all areas within the Primary Bounded Area.
- Puget Sound Energy has completed its construction work for 2025 on the new powerline to the Maloney Ridge site:
 - The new powerline is planned to be operational in late 2026.
- DAS migration and validation of new DAS systems:
 - As of October 14th, 988 out of an estimated 1178 (84%) DAS systems across the County have migrated and been validated.
- The 2025 System Upgrade is complete, and planning is underway for backhaul network (microwave and MPLS) upgrades:
 - A post-upgrade review was conducted and lessons learned identified.
- Totem Lake radio site development:
 - Feasibility work related to microwave, civic zone requirements and antenna support structure design is underway and expected to be complete by mid-November.
 - Discussions are underway with WCCCA in Oregon regarding acquiring and shipping the required Motorola radio equipment.
 - Requirements for additional procurement activities (services and equipment) are being defined.

Operational Status and Updates

- No unusual operational events occurred in September.
 - Work is underway to prepare all mountain sites for winter, including preventative maintenance, fueling and replenishing emergency supplies.
 - PSERN is working on requests for installation of additional dispatch consoles from two agencies.
-

Radio Site Leases and Subleases

- The following sublease application/license agreements are in progress:
 - o AT&T (Ring Hill) – License drafted and with AT&T for review. AT&T lease has expired as of May 31, 2025. AT&T is currently in Holdover until new agreement is signed.
 - o Verizon (Bellevue Station 9) – Redlines received from Verizon and PSERN is currently reviewing.
 - o Dish Wireless (Bellevue Station 9) – Updated draft agreement with Dish Wireless for review.
 - o Norcom (Norway Hill) – License with Norcom fully executed.
 - o Norcom (Crista, Ring Hill, and Sobieski) – Crista and Sobieski agreements being routed for signature, currently with NORCOM. Ring Hill exhibit being updated to reflect NORCOM space.
 - o BPA (Deer Creek) – PSERN reviewing redlines.
 - o Valley Com (Cambridge, Federal Way, McDonald, Skyway, and Top Hat) – License negotiations have been begun, current agreements expire July of 2026. Federal Way has been drafted and sent to Valley Com. This agreement will be used as a template for the other four.
- The following other agreements or negotiations are in progress:
 - o Puget Sound Energy (PSE) – Sobieski site – PSERN is unable to acquire existing conductor from PSE due to Tariff Schedule 85.

PSERN Operations Committee

- The PSERN Operations Committee met on October 14.

Upcoming Board Meeting Topics

- Topics expected to be brought forward over the next 3 board meetings include the following:
 - o December 2025:
 - Approve the Motorola Change Order for Post Warranty Services (deferred from October).
 - 2026 Non-Represented Salary Schedule
 - o January 2026:
 - 2025 Year in Review
 - o March 2026
 - 4Q 2025 Financial Results
 - Capital Funding Update
 - These topics are in addition to the regular standing items, including the Consent Agenda, Action Item Log, Executive Director's report, and any additional expenditure approvals that may be required.
 - Please note that no board meeting is scheduled for November 2025.
-

CONCLUSION:

This report has provided a summary of the activities of the PSERN Operator since the previous report in September 2025.

SUPPORTING DOCUMENTATION:

None.



PSERN Board of Directors Staff Report Agenda Item #8

Title: 3Q 2025 Financial Results
Meeting Date: October 23, 2025
PSERN Staff Contact: Tracy Plouse, Finance & Admin Services Manager
Action: Discussion

SUMMARY:

This report provides an update on PSERN Operator financial results as of September 30, 2025. A discussion of the results and anticipated amounts for the remainder of the year are provided.

BACKGROUND:

Operating expenses during 2025 are funded from service fees as defined in the 2025 operating budget that was approved in June 2024.

DISCUSSION/ANALYSIS:

Spending Year-to-Date (3Q 2025)

Table 1 below provides a summary of 2025 operating results year to date. Table 2 provides a summary of set-aside cash and operating cash.

Table 1. Summary Q3 2025 Financial Results

Puget Sound Emergency Radio Network Operator Operating Results 1/1/2025 to 09/30/2025					
Description	YTD	Approved	Variance	% YTD	% Fiscal Year
OPERATING REVENUE					
USER FEE REVENUE	7,186,905	9,425,970	2,239,065	76.2%	75%
	\$ 7,186,905	\$ 9,425,970	\$ 2,239,065	76.2%	75%
OTHER NON-OPERATING REVENUE					
INTEREST REVENUE	(127,243)	(25,000)	102,243	509.0%	50%
	\$ (127,243)	\$ (25,000)	\$ 102,243	509.0%	50.0%
SALARIES AND BENEFITS					
Salaries	2,465,138	3,584,320	1,119,182	68.8%	75.0%
Overtime	176,679	364,690	188,011	48.4%	75.0%
Standby/After Hours Pay	63,237	111,670	48,433	56.6%	75.0%
Benefits	744,826	989,040	244,214	75.3%	75.0%
ER Payroll Taxes	240,750	441,160	200,410	54.6%	75.0%
Payroll Processing	19,248	3,900	(15,348)	493.5%	75.0%
SALARIES AND BENEFITS	3,709,878	5,494,780	1,784,903	67.5%	75.0%
EMPLOYEE RELATED COSTS					
Office Supplies	8,253	8,000	(253)	103.2%	75.0%
Tech Supplies	17,575	10,000	(7,575)	175.7%	75.0%
Vehicle Fuel	56,157	60,000	3,843	93.6%	75.0%
Vehicle Maintenance	52,296	52,000	(296)	100.6%	75.0%
Insurance - Auto	7,260	10,410	3,150	69.7%	75.0%
Travel - Parking, Tolls	3,558	5,000	1,442	71.2%	75.0%
Training & Conferences	13,612	48,000	34,388	28.4%	75.0%
Safety Supplies	12,844	25,000	12,156	51.4%	75.0%
Mobile Phone Service	8,331	12,150	3,819	68.6%	75.0%
Legal Services - EE Related	30,879	30,000	(879)	102.9%	75.0%
Consulting Services - EE Related	13,872	65,000	51,128	21.3%	75.0%
Postage, shipping	711	1,500	789	47.4%	75.0%
Misc Services - EE Related	1,133	893	(240)	126.9%	75.0%
EMPLOYEE RELATED COSTS	226,481	327,953	101,472	69.1%	75.0%
PREMISE COSTS					
Lease Expense - Kent Office	84,105	112,770	28,665	74.6%	75.0%
Utilities - Kent Office	39,375	58,090	18,715	67.8%	75.0%
Insurance - Kent Office	16,175	38,022	21,847	42.5%	75.0%
Janitorial Services	9,272	12,010	2,738	77.2%	75.0%
Security Services	3,676	4,190	514	87.7%	75.0%
Phone Service	1,519	1,020	(499)	148.9%	75.0%
PREMISE COSTS	154,122	226,102	71,980	68.2%	75.0%
CORPORATE Admin COSTS					
IT Network Services - Kent Ofc	15,049	66,310	51,261	22.7%	75.0%
Software & Tech Support - Corp Admin	34,239	6,300	(27,939)	543.5%	75.0%
Misc Services Corp Admin	955	179	(776)	533.4%	75.0%
GASB 87 Clearing - SBITA	31,532	31,630	98	99.7%	75.0%
Legal Services - Corp Admin	47,293	15,000	(32,293)	315.3%	75.0%
B&O Tax - Corp Admin	1,250	-	(1,250)	0.0%	75.0%
Consulting Services - Corp Admin		10,000	10,000	0.0%	75.0%
Audit Services	4,521	2,000	(2,521)	226.0%	75.0%
Cash Management/Investment Services	1,204	1,500	296	80.3%	75.0%
CORPORATE ADMIN COSTS	136,042	132,919	(3,123)	102.3%	75.0%

Table 1. Summary Q3 2025 Financial Results (continued)

Puget Sound Emergency Radio Network Operator Operating Results 1/1/2025 to 09/30/2025					
Description	YTD	Approved	Variance	% YTD	% Fiscal Year
RADIO SITE FACILITIES COSTS					
Sublease Revenue	(856,412)	(687,705)	168,707	124.5%	75.0%
Legal Services - Subleases	20,522	15,000	(5,522)	136.8%	75.0%
Consulting Services - Subleases	-	-	-	0.0%	75.0%
Postage & Shipping - Subleases	73	500	427	14.5%	75.0%
B&O Taxes - Subleases	10,105	8,443	(1,662)	119.7%	75.0%
Sublease Revenue Share	87,491	124,592	37,101	70.2%	75.0%
SUBLEASE REVENUE OFFSET	(738,221)	(539,170)	199,051	136.9%	75.0%
Leases - Sites	1,250,967	1,508,220	257,253	82.9%	75.0%
Legal Services - Leases	25,391	30,000	4,609	84.6%	75.0%
Insurance - Sites	451,570	445,568	(6,002)	101.3%	75.0%
Tower Inspection Services	24,500	28,000	3,500	87.5%	75.0%
Tower Rigger Services	14,515	67,500	52,985	21.5%	75.0%
Private Powerline R&M		20,000	20,000	0.0%	75.0%
Repairs & Maintenance - Facilities	58,549	126,500	67,951	46.3%	75.0%
Road Maintenance	447	24,000	23,553	1.9%	75.0%
Misc Services - Radio Site Facilities	188	357	169	0.0%	75.0%
LEASES AND FACILITIES COSTS	1,826,127	2,250,145	424,018	81.2%	75.0%
RADIO SITE FACILITIES COSTS	1,087,905	1,710,975	623,070	63.6%	75.0%
RADIO SITE SYSTEMS COSTS					
Fire Monitoring	4,655	8,620	3,965	54.0%	75.0%
Fire Suppresion	83,294	164,530	81,236	50.6%	75.0%
Generator Maintenance	108,761	140,220	31,459	77.6%	75.0%
Generator Rental	117,721	-	(117,721)	0.0%	75.0%
HVAC Maintenance	66,645	69,160	2,515	96.4%	75.0%
Fuel/Diesel - Sites	102,776	188,170	85,394	54.6%	75.0%
Utilities - Sites	174,877	125,820	(49,057)	139.0%	75.0%
E-Line / Fiber	380,199	300,090	(80,109)	126.7%	75.0%
Fuel Systems R&M	50,063	40,000	(10,063)	125.2%	75.0%
Transportation Services	27,117	-	(27,117)	0.0%	75.0%
Site Parts/Supplies	137,896	120,000	(17,896)	114.9%	75.0%
Misc Services - Radio Site Systems	3,485	3,571	86		75.0%
RADIO SITE SYSTEMS COSTS	1,257,490	1,160,181	(97,309)	108.4%	75.0%
NETWORK TECHNOLOGY COSTS					
Software - Network	59,338	35,000	(24,338)	169.5%	75.0%
Tools & Supplies	74,776	65,000	(9,776)	115.0%	75.0%
Radio Management Hosting & Support	226,767	223,060	(3,707)	101.7%	75.0%
Consulting Services - Network	31,841	75,000	43,159	42.5%	75.0%
MSI -post warranty support services (including upg	-	-	-	0.0%	75.0%
NETWORK TECHNOLOGY COSTS	392,722	398,060	5,338	98.7%	75.0%
TOTAL OPERATING EXPENSES	6,837,398	9,425,970	2,588,572	72.5%	75.0%
Revenue less Expenses	\$ 349,508	\$ -	\$ 349,508		

The following notes apply to Table 1. The categories are taken from the annual budget that was adopted and are categorized to be used for calculating annual user fees.

1. **Interest revenue** is presented as a direct offset to expenditures as adopted in the 2025 budget. This offset is used in user fee calculations.
2. **Salaries and Benefits** for year-to-date are less than budgeted due to a collective bargaining agreement (CBA) that is still being negotiated and vacant positions due to retirements and resignations.
3. **Employee-Related** includes all expenses related to supplies, vehicles, mobile phones, and legal services. The legal services expense is primarily related to the CBA and union negotiations.
4. **Premise Costs** includes all expenses for the Kent Corporate Office.
5. **Corporate Administrative Costs** encompasses the costs to provide IT to employees and is separate from IT costs associated with network operations and radio site costs. Software costs for Quarter 3 include the amount paid for annual licenses and are not prorated. The annual software-related cost was underestimated in the budget development. Legal services related to Maloney and McDonald power issues were higher than estimated in the budget adoption.
6. **Sublease revenue** (sublease amount less associated expenses), as adopted in the budget, offsets operating costs. This offset amount exceeded the budgeted amount, resulting in a larger than anticipated offset.
7. **Radio Site Facility Costs** includes insurance expense for the entire year, and was not prorated for the report. Many leases are paid annually in January and not prorated for the report.
8. **Radio Site System Costs** includes utilities and maintenance costs that were budgeted using limited historical data. Specifically, when the 2025 budget was adopted in June of 2024, PSERN did not yet have an entire fiscal year of operating cost data.
9. **Network Technology Costs** includes annual radio management hosting and support licenses that were not prorated for the report. Software costs were underestimated in the budget development, as limited historical data was available.

Cash Position

PSERN Operator's cash as of September 30, 2025 is summarized in Table 2. The Operator's accounting fund type, as mandated by GASB, is a proprietary enterprise fund. This type of fund cannot have restricted cash unless it is a condition placed on the cash by an external agency. The cash has been reported using the term "Set-Aside" to designate funds that are required to be used for specific expenditures. Interest revenue has been prorated and applied to applicable set-asides.

As of September 30, 2025 the balance available for operating expenses was \$65,237. Note that the \$500,000 cashflow set-aside was used to bring this balance positive. The cashflow set-aside will be replenished in the next month. Invoices for Quarter 4 2025 were issued on October 1, 2025 and as of October 14, 2025 \$265,749 has been collected in user fees.

Table 2. Cash Position as of 9/30/2024

Cash Set-Asides as of September 30, 2025		
7919 Cash on Deposit U.S. Bank Operating	309,143	
0447 Cash on Deposit U.S. Bank Payroll Clearing	2,976	
0647 Cash on Deposit U.S. Bank FSA/HAS Fiduciary	-	
Cash on Deposit King County	72,107	
Cash on Deposit LGIP	18,857,182	
Petty Cash	150	
Credit Card Deposit	50,000	
Total Cash on Deposit	\$ 19,291,558	
Set-Asides	Set-Aside Amount Available	
Cashflow Set-Aside	-	\$ -
Maloney Power Set-Aside	3,000,000	
Add: Interest Earned	244,599	\$ 3,244,599
In-Building DAS Coverage Study Set-Aside	1,000,000	
Add: Interest Earned	182,219	
Board Approved Expenditures (info only)	100,000	
Deduct: Expenditures to Date	(103,770)	
Encumbrance Balance (info only)	-	\$ 1,078,449
Rate Stabilization Set-Aside	2,619,406	\$ 2,619,406
Capital Expenditure Set-Aside	9,800,126	
Add: Interest Earned	1,950,285	
Board Approved Expenditures (info only)	2,400,000	
Deduct: Expenditures to Date	(521,092)	
Encumbrance Balance (info only)	1,572,162	\$ 11,229,319
Operating Surplus Set-Aside	933,950	
Add: Interest Earned through 12/31/2024	31,843	
Add: City of Seattle Cable Sales	142,141	
Board Approved Expenditures (info only)	-	
Deduct: Expenditures to Date	(103,535)	
Encumbrance Balance (info only)		\$ 1,004,398
Petty Cash	150	150
Credit Card Deposit	50,000	50,000
Total Set-Asides		\$ 19,226,321
Interest Revenue (Operating Expense Offset in Budget/includes 2024-2025)	\$	318,200
Cash Available for Operating Expenses	\$	(252,964)
TOTAL Cash Available for Operating Expenses	\$	65,237
		19,291,558

CONCLUSION:

This report provides an update on revenues and expenditures for the third quarter of 2025, including year-to-date totals and the percentage of the budget expended compared to the percentage of the fiscal year that has surpassed. A summary of the PSERN's cash and the designated set-asides as of September 30, 2025, has also been provided.

PSERN Operator Board of Directors

Staff Report - Agenda Item #9



Title: PSERN Operator Board Workplan Update
Meeting Date: October 23, 2025
PSERN Staff Contact: Michael Webb, Executive Director
Action: Discussion

SUMMARY:

This report provides updates to the PSERN Operator Board workplan to capture developments and changes since the last version was distributed to the Board at the October 24, 2024, meeting.

BACKGROUND/ANALYSIS:

The first version of this workplan was presented to the Board at its May 2021 meeting and was subsequently updated for the January 2022, July 2022, January 2023, October 2023 and October 2024 meetings. This version captures necessary changes since that time and reflects the Executive Director's current views of required additions, deletions and changes.

The updated workplan is provided as Appendix A of this report.

Items that were reported as "Complete" in the October 2024 update have been removed from the table below. Updated items, including dates, are identified in **Purple** text. **Black** text is unchanged from the October 2024 version. Reference numbers refer to the original version of the workplan from May 2021 and have not been updated.

One new item has been added and is also identified in **Purple** text:

- Develop a long-term capital funding strategy and plan.

This version of the workplan captures startup activities to the middle of 2026, including items required to prepare for the end of initial system warranty at the end of 2025.

Direction from the Board regarding future updates and reporting on this plan is requested.

CONCLUSION:

This report has provided several updates to the PSERN Operator Board workplan. Input from the Board on the timing and scope of the next update of this workplan is requested.

SUPPORTING DOCUMENTATION:

Appendix A: Updated (Q4 2025) PSERN Operator (Board of Directors) Work Plan

Responsible, Accountable, Consulted, Informed (RACI) Matrix

Definitions:

Responsible: People or stakeholders who do the work. They must complete the task or objective or make the decision. Several people can be jointly Responsible.

Accountable: Person or stakeholder who is the "owner" of the work. He or she must sign off or approve when the task, objective or decision is complete. This person must make sure that responsibilities are assigned in the matrix for all related activities. Success requires that there is only one person Accountable, which means that "the buck stops there."

Consulted: People or stakeholders who need to give input before the work can be done and signed-off on. These people are "in the loop" and active participants.

Informed: People or stakeholders who need to be kept "in the picture." They need updates on progress or decisions, but they do not need to be formally consulted, nor do they contribute directly to the task or decision.

Reference: <https://www.cio.com/article/2395825/project-management-how-to-design-a-successful-raci-project-plan.html>

Table 1 – PSERN Operator/BoD Workplan – Completed Items

#	Task	BoD	ED	Date Due or Complete	Status or Update
	Adopt and implement internal financial controls, policies, procedures and processes	Accountable	Responsible	Q4/2024	Complete Note 1
	Determine the set of post-warranty services to be provided by Motorola versus done in-house prior to 2026 budget development.	Accountable	Responsible	Q2/2025	Complete Note 2
	Approve 2026 operating budget, capital budget and any changes to cost allocation methodology.	Accountable	Responsible	Q2/2025	Complete
20	Adopt and implement information assurance controls, policies, procedures and processes, including Public Records.	Accountable	Responsible	Q3/2023	Complete Note 3
26	Create policies for central management of encryption keys and archiving of radio templates.	Accountable	Responsible	Q3/2023	Complete Note 4
36	Adopt policies defining the approved equipment and subscriber radios authorized for use in PSERN	Consulted	Responsible	Q4/2023	Complete Note 5

#	Task	BoD	ED	Date Due or Complete	Status or Update
37	Adopt policies defining mandatory configuration settings that must be set into each authorized subscriber radio	Informed	Responsible	Q4/2023	Complete Note 5

Table 2 – Updated PSERN Operator/BoD Workplan (In-Progress & Future Items)

#	Task	BoD	ED	Date Due	Status or Update
22	Perform annual performance appraisals of Executive Director.	Accountable/ Responsible	Consulted	Q3 Annually	Q4/2025
29	Develop take home vehicle policies.	Informed	Accountable/ Responsible	Q4/2023	Q4/2025 Note 6
	Complete system-wide in-building coverage study to determine requirements for additional IBC sites and impact on budgets and service fees.	Consulted	Responsible	Q3/2025	Q4/2025 Note 7
39	Adopt policies related to the access of PSERN for mutual aid and/or interoperability purposes	Consulted	Responsible	Q4/2023	Q1 2026 Note 8
30	Establish a cyber security incident response plan.	Consulted	Accountable/ Responsible	Q3/2023	Q2/2026 Note 9
44	Work in partnership with end user agencies to develop and regularly report on performance and operating metrics indicating system performance as well as the PSERN Operator's ability to meet the end user agencies service requirements	Consulted	Accountable/ Responsible	Q2/2023	Q2/2026 Note 10
	Approve 2027 operating budget, capital budget and any changes to cost allocation methodology.	Accountable	Responsible	Q2/2026	Q2/2026
	Develop a long-term capital funding strategy and plan.	Consulted	Accountable/ Responsible		Q3/2026 Note 11
35	Develop emergency preparedness and COOP plans.	Consulted	Accountable/ Responsible	Q4/2023	To be determined. Note 12
38	Develop policies governing the replacement, removal, and addition of equipment under BoD control	Accountable	Responsible	Q4/2023	To be determined. Note 13
8	Determine any other services the Operator may offer to end user agencies	Consulted	Accountable/ Responsible	Q4/2023	To be determined. Ongoing.

Notes:

1. A variety of financial policies and controls have been established and approved by the board to date. A draft Financial Policy Manual was developed approved in December 2024 and will be updated at least annually.
2. The planned set of post warranty services to be acquired from Motorola was outlined in a report to the Board at the March 2025 meeting. Since that meeting, PSERN and Motorola have been working on revised contract language and drafting a contract change order to be executed in Q4 2025.
3. A Public Records Access Policy was approved by the Board in May 2024. Work is currently underway to review retention periods and processes for all PSERN records. A Technology Security Policy was developed and implemented in Q2 2025.
4. Work on implementation of encryption and additional policies and procedures related to user equipment management and administration has been underway since the beginning of 2025, including consultation with the Operations Committee and Technical Working Group. The target for completion of implementation is 2Q 2026 prior to the FIFA World Cup. Encryption keys will be maintained and stored in PSERN's Key Management Facility (KMF) and radio templates will be stored in the Radio Management system.
5. The list of approved radios and configuration parameters have been defined and the process to introduce new radios has been established, although the specifics of specific radios to be introduced in future will involve ongoing discussions through the Technical Working Group. Configuration (codeplug) and flashcode (feature set requirements) have been reviewed and updated as part of the encryption planning and implementation work.
6. A draft Take-Home Vehicle policy has been developed and will be implemented at the time a collective bargaining agreement is executed.
7. The plan for In-building Coverage assessment work was provided to the Board at the June 2025 meeting. The current phase of work involves reviewing and updating of in-building coverage requirements on a geographical basis across the Primary Bounded Area, including the implementation of a GIS-based tool for visualizing coverage and building characteristics.
8. PSERN is participating in the development of a comprehensive interoperability policy and plan through several bodies, including the PSERN Operations Committee, the PSERN Technical and Dispatch Working Groups and the Central Area Puget Sound Interoperability committee (CAPSI). In addition, discussions are ongoing with other operators of P25 radio systems in the region to address key sharing and other matters related to encryption planning and implementation. This work will be completed prior to the FIFA World Cup in June 2026.
9. A technical security assessment of the radio system was completed in June 2024. A Technology Security Policy was developed and implemented in Q2 2025. Implementation of recommendations from the security assessment is in progress. A draft Incident Response Procedure is being developed.
10. An initial set of performance and operating metrics have been developed and reported to the Operations Committee since the beginning of 2024. With the recent approval of the acquisition of Genesis GenWatch ATIA application, additional tools and reports will be available to PSERN and user agencies once implementation is complete.

11. A capital expenditure plan for 2026 was approved by the Board at the September 2025 meeting. As part of this approval, the need was identified for funding strategies for capital additions and replacements starting in 2027 as existing set-aside funds are exhausted.
12. A foundational major incident response plan will be developed as part of action item 30 (Cyber incident response plan) by 2Q 2026 (prior to FIFA World Cup). Additional aspects of a Continuity of Operations Plan will be developed on an ongoing basis as PSERN staff take over system maintenance responsibilities from Motorola in January 2026.
13. PSERN is implementing a GIS-based asset management system that will store information on network infrastructure and equipment and be used to plan and track system maintenance, upgrades and lifecycle replacement activities. Separately, capital asset values and depreciation are being tracked within PSERN's financial system in accordance with the Capital Asset Policy that was adopted in October 2023.