



# King County

1200 King County  
Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Meeting Agenda

### Government Accountability and Oversight Committee

*Councilmembers: Pete von Reichbauer, Chair;  
Jeanne Kohl-Welles, Vice Chair; Rod Dembowski*

*Staff: Lise Kaye, Lead Staff (206-477-6881)  
Erica Newman, Committee Assistant (206-477-7543)*

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9:30 AM

Tuesday, September 13, 2016

Room 1001

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Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. **Call to Order**

To show a PDF of the written materials for an agenda item, click on the agenda item below.

2. **Roll Call**

3. **Approval of Minutes**

[August 23, 2016 meeting minutes pp. 5-8](#)

4. **Public Comment**

### Discussion and Possible Action

5. [Proposed Motion No. 2016-0378 pp. 9-14](#)

A MOTION confirming the executive's appointment of Stacy Graven, who resides in council district six, to the Washington state major league baseball stadium public facilities district board of directors.

**Sponsors:** Ms. Balducci

*Renita Borders, Council Staff*



*Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).*

*TDD Number 206-1024.*

*ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.*



6. [Proposed Motion No. 2016-0366 pp. 15-20](#)

A MOTION confirming the executive's appointment of Daphra Holder, who resides in council district four, to the King County civil rights commission, as the district four representative.

**Sponsors:** Ms. Kohl-Welles

*Renita Borders, Council Staff  
Paula Harris-White, Staff Liaison, Civil Rights Commission*

7. [Proposed Motion No. 2016-0385 pp. 21-26](#)

A MOTION confirming the executive's appointment of Lalita Uppala, who resides in council district nine, to the King County library system board of trustees.

**Sponsors:** Mr. Dunn

*Andrew Kim, Council Staff  
Gary Wasdin, Director, King County Library System*

8. [Proposed Ordinance No. 2016-0420 pp. 27-70](#)

AN ORDINANCE relating to responsibility determination in the award of county contracts and leases; amending K.C.C. 2.93.120; amending K.C.C. 4.56.160; and amending K.C.C. 4.56.190.

**Sponsors:** Mr. Dembowski

*Greg Doss, Council Staff  
Tony Wright, Director, Facilities Management Division  
Elissa Benson, Deputy Director, Department of Executive Services  
Janine Jolly, Senior Deputy Prosecuting Attorney, King County Prosecuting Attorney's Office  
Ken Guy, Finance Director, Department of Executive Services*

9. [Proposed Motion No. 2016-0158 pp. 71-102](#)

A MOTION approving the scoping report process to identify the county's future operational and space needs in the downtown Seattle campus in response to the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 121, as amended by Ordinance 18110, Section 55, Proviso P1.

**Sponsors:** Mr. von Reichbauer

*Greg Doss, Council Staff  
Tony Wright, Director, Facilities Management Division  
Elissa Benson, Deputy Director, Department of Executive Services*

10. [Proposed Ordinance No. 2016-0409 pp. 103-186](#)

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and International Brotherhood of Teamsters Local 117 (Joint Units Agreement) representing employees in the departments of transportation, natural resources and parks, public health and community and human services; and establishing the effective date of said agreement.

**Sponsors:** Mr. von Reichbauer

*Nick Wagner, Council Staff*

11. [Proposed Ordinance No. 2016-0316 pp. 187-200](#)

AN ORDINANCE related to the naming of the aircraft rescue firefighting unit building at the King County International Airport in honor of Luther Bonner.

**Sponsors:** Mr. McDermott and Mr. Dunn

*Beth Mountsier, Council Staff*

## Briefing

12. [Briefing No. 2016-B0177 pp. 201-202](#)

Airport Security Quarterly Report

*Beth Mountsier, Council Staff*

*Randall Berg, AE, Director, King County International Airport*

*Michael Colmant, Assistant Director, King County International Airport*

## Discussion and Possible Action

13. [Proposed Motion No. 2016-0413 pp. 203-210](#)

A MOTION accepting the 2016 third quarter oral report on airport perimeter security measures in compliance with Ordinance 17941, Section 129, Proviso P8, as amended by Ordinance 18110, Section 60.

**Sponsors:** Mr. von Reichbauer

*Beth Mountsier, Council Staff*

*Randall Berg, AE, Director, King County International Airport*

*Michael Colmant, Assistant Director, King County International Airport*

**Other Business**

**Adjournment**



# King County

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## Meeting Minutes Government Accountability and Oversight Committee

*Councilmembers: Pete von Reichbauer, Chair;  
Jeanne Kohl-Welles, Vice Chair; Rod Dembowski*

*Staff: Lise Kaye, Lead Staff (206-477-6881)  
Erica Newman, Committee Assistant (206-477-7543)*

---

9:30 AM

Tuesday, August 23, 2016

Room 1001

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### DRAFT MINUTES

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. **Call to Order**

*Chair von Reichbauer called the meeting to order at 9:40 AM.*

2. **Roll Call**

**Present:** 3 - Mr. Dembowski, Mr. von Reichbauer and Ms. Kohl-Welles

3. **Approval of Minutes**

*Councilmember Dembowski moved approval of the July 26, 2016 meeting minutes.  
Seeing no objections the minutes were approved.*

4. **Public Comment**

*There was one person available to offer public comment.  
Cindi Laws*

## Briefing

5. [Briefing No. 2016-B0162](#)

King County Courthouse Building Repairs

*Wendy Soo Hoo and Greg Doss, Council Staff briefed the Committee. Anthony Wright, Director, King County Facilities Management Division, addressed the Committee via PowerPoint presentation and answered questions from the members. Thomas Kuffel, Senior Deputy Prosecuting Attorney, King County Prosecuting Attorney's Office, answered questions of the members. Jim Brewer, Legal Counsel, King County Council, addressed the Committee.*

*The Chair recessed the meeting into Executive Session under RCW 42.30.110 (1)(i) to discuss with legal counsel litigation or potential litigation to which the County is or is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the County at 9:59 a.m. The Chair reconvened the meeting at 10:12 a.m.*

**This matter was Presented**

## Discussion and Possible Action

6. [Proposed Motion No. 2016-0353](#)

A MOTION approving the King County Strategic Information Technology Plan 2016-2018, which identifies technology objectives and strategies that provide clear direction and guidance for technology efforts and investments in King County.

*Bill Kehoe, Chief Information Officer, and John Kline, Chief Technologist, King County Information Technology, addressed the Committee via PowerPoint presentation and answered questions from the members. Jennifer Giambattista, Council Staff, briefed the Committee and answered questions from the members.*

*Councilmember Kohl-Welles moved approval of the motion. The motion passed unanimously.*

**A motion was made by Councilmember Kohl-Welles that this Motion be Recommended Do Pass. The motion carried by the following vote:**

**Yes:** 3 - Mr. Dembowski, Mr. von Reichbauer and Ms. Kohl-Welles

7. [Proposed Ordinance No. 2016-0357](#)

AN ORDINANCE relating to for-hire transportation industry insurance; and amending Ordinance 10498, Section 1, as amended, and K.C.C. 6.64.010, and Ordinance 17892, Section 20, and K.C.C. 6.64.211 and Ordinance 10498, Section 15, as amended, and K.C.C. 6.64.350.

*Clifton Curry, Council Staff, briefed the Committee and answered questions from the members. Sean Bouffiou, Finance Administrator, Records and Licensing Section, addressed the Committee and answered questions from the members.*

*This matter was expedited to the full Council agenda on August 29, 2016.*

**A motion was made by Councilmember Kohl-Welles that this Ordinance be Recommended Do Pass. The motion carried by the following vote:**

**Yes:** 3 - Mr. Dembowski, Mr. von Reichbauer and Ms. Kohl-Welles

## Briefing

8. [Briefing No. 2016-B0163](#)

Ballot Drop Box

*Hiedi Popochock, Council Staff, briefed the Committee. Julie Wise, Director, King County Elections, addressed the Committee via PowerPoint presentation and answered questions from the members.*

**This matter was Presented**

9. [Briefing No. 2016-B0161](#)

WTD Rates Audit

*Kymer Waltmunson, Auditor, and Peter Heineccius, Senior Management Auditor, King County Auditor's Office, addressed the Committee via PowerPoint presentation and answered questions from the members.*

**This matter was Presented**

## Other Business

*There was no other business to come before the Committee.*

## Adjournment

*The meeting was adjourned at 11:35 AM.*

Approved this \_\_\_\_\_ day of \_\_\_\_\_.

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Clerk's Signature



**King County**

**Metropolitan King County Council  
Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	5	<b>Name:</b>	Renita Borders
<b>Proposed No.:</b>	2016-0378	<b>Date:</b>	September 16, 2016

**SUBJECT**

A Motion confirming the executive’s appointment of Stacy Graven, who resides in council district six, as a member of the Washington State Major League Baseball Stadium Public Facilities District as the district six representative.

**SUMMARY**

This motion would confirm Ms. Graven to the Washington State Major League Baseball Stadium Public Facilities District Board of Directors, as the District six representative to the board for the remainder of a four-year term expiring December 31, 2019.

**BACKGROUND**

The Washington State Major League Baseball Stadium Public Facilities District (PFD) is a municipal corporation responsible for the siting, design, construction, and operation of Safeco Field. The PFD is governed by a seven-member board. Pursuant to RCW 36.100.020, four members are appointed by the County Executive and confirmed by the Council, and three members are appointed by the Governor.

Legal authority for the PFD was established by both the State and King County:

- State authority: On October 14, 1995, the Washington State Legislature in special session authorized the creation of a Public Facilities District upon the approval by a county’s legislative authority (RCW 36.100)
- County authority: On October 23, 1995, the King County Council approved a funding package for a new major league baseball park and the creation of a Public Facilities District coextensive with the county’s boundaries. (KCC 2.38)

Ms. Graven is the Executive Director of the Meydenbauer Center & Visit Bellevue Washington. She began work as the Director of Sales and Marketing, where she assisted the Bureau in marketing of the facility prior to its opening in late 1993. She served as the interim Executive Director in March 1994, and was eventually appointed to the permanent position of Executive Director in September 1994. Prior to Meydenbauer Center, Ms. Graven worked at the Washington State Convention Center where she assisted in the opening of the center in the construction development, sales

and operations areas of the organization. Ms. Graven currently serves on the Board of the Bellevue Downtown Association and its Executive Committee, serves as Chairman of the Board of Trustees for Eastside Preparatory School, and is a member of Eastside Pathways Business Engagement Collaborative. Ms. Graven received a degree in Communications from Washington State University. She is a past Chairman of the KidsQuest Children's Museum Board of Trustees and has served on the boards of the Bellevue Chamber of Commerce and the Eastside District Board of the YMCA. Ms. Craven is an active member of the International Association of Venue Managers.

### **ATTACHMENTS**

1. Proposed Motion 2016-0378 (attachments available upon request)
2. Transmittal Letter dated July 12, 2016

### **INVITED**

1. Stacy Graven, Appointee to the Washington State Major League Baseball Stadium Public Facilities District



**KING COUNTY**  
**Signature Report**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**September 12, 2016**

**Motion**

**Proposed No.** 2016-0378.1

**Sponsors** Balducci

1                   A MOTION confirming the executive's appointment of  
2                   Stacy Graven, who resides in council district six, to the  
3                   Washington state major league baseball stadium public  
4                   facilities district board of directors.

5                   BE IT MOVED by the Council of King County:

6                   The county executive's appointment of Stacy Graven, who resides in council  
7                   district six, to the Washington state major league baseball stadium public facilities district  
8                   board of directors, for the remainder of a four-year term to expire on December 31, 2019,  
9                   is hereby confirmed.

10

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

\_\_\_\_\_  
J. Joseph McDermott, Chair

ATTEST:

\_\_\_\_\_

Motion

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Dow Constantine, County Executive

**Attachments:** A. Bio, B. Board Profile, C. Appointment Letter



## King County

### Dow Constantine

King County Executive  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104-1818

**206-263-9600** Fax 206-296-0194  
TTY Relay: 711  
www.kingcounty.gov

July 12, 2016

The Honorable Joe McDermott  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember McDermott:

Enclosed for consideration and approval by the King County Council is a motion confirming the appointment of Stacy Graven, who resides in council district six, to the Washington State Major League Baseball Stadium Public Facilities District Board of Directors.

The appointment of Ms. Graven is for the remainder of a four-year term expiring December 31, 2019. Her bio, current board profile and appointment letter are enclosed for your information. This appointment request supports the King County Strategic Plan goal of public engagement by expanding opportunities to seek input, listen and respond to residents.

If you have any questions about this appointment, please have your staff call Rick Ybarra, liaison for boards & commissions, at 206-263-9651.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

King County Councilmembers

ATTN: Carolyn Busch, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief of Policy Development, King County Executive Office

Rick Ybarra, Liaison for Boards & Commissions

Kevin Callan, Executive Director, Washington State Major League Baseball Stadium PFD

Stacy Graven

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**King County**

**Metropolitan King County Council  
Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	6	<b>Name:</b>	Renita Borders
<b>Proposed No.:</b>	2016-0366	<b>Date:</b>	September 13, 2016

**SUBJECT**

A MOTION confirming the executive’s appointment of Daphra Holder, who resides in council district four, to the King County civil rights commission as the district four representative.

**SUMMARY**

This motion would confirm Ms. Daphra Holder to King County Civil Rights Commission to serve as the District Four representative to the commission for a three year term expiring June 1, 2019.

**BACKGROUND**

The King County Civil Rights Commission is composed of twelve members, one from each council district nominated by the Councilmember and three at-large members nominated by the Executive.

The commission is charged to serve in an advisory capacity to the county executive and the council on matters concerning affirmative action, disability access, equal employment opportunity, contract compliance, fair housing, minority/woman business and public accommodations to ensure the consistent application of all county ordinances, rules and regulations concerning these programs.

Ms. Holder obtained a Bachelor’s degree from Princeton University in 2007 and is currently a Senior Manager at Amazon. Ms. Holder has volunteered at the University of Washington Foster Business School’s Business Impact Group (BIG) program as a Professional Advisor, volunteered as a professional mentor with the local “Girls Who Code” program, and has had additional exposure to the needs of the community through Social Venture Partners. Ms. Holder notes in her application that she might offer a unique perspective, as a black female in the tech community-one that might engender an innovative perspective on how we think about civil rights, community equity, and social justice issues through new platforms and programs or where partnering with community partners might elevate the work we do. As stated in her application, Ms. Holder acknowledges that these experiences, taken together, have

ushered her to think more broadly about what it means to be involved in her community and more importantly, how diverse and layered the broader Seattle community is.

### **ATTACHMENTS**

1. Proposed Motion 2016-0366 (attachments available upon request)
2. Transmittal Letter dated June 3, 2016

### **INVITED**

1. Daphra Holder, Appointee to the King County Civil Rights Commission
2. Paula Harris-White, Staff Liaison, Civil Rights Commission



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 12, 2016**

**Motion**

**Proposed No.** 2016-0366.1

**Sponsors** Kohl-Welles

1                   A MOTION confirming the executive's appointment of  
2                   Daphra Holder, who resides in council district four, to the  
3                   King County civil rights commission, as the district four  
4                   representative.

5                   BE IT MOVED by the Council of King County:

6                   The county executive's appointment of Daphra Holder, who resides in council  
7                   district four, to the King County civil rights commission, as the

Motion

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8 district four representative, for a three-year term to expire on June 1, 2019, is hereby  
9 confirmed.  
10

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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J. Joseph McDermott, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Application, B. Financial Disclosure Statement, C. Board Profile, D. Appointment Letter



## King County

### Dow Constantine

King County Executive

401 Fifth Avenue, Suite 800

Seattle, WA 98104-1818

**206-263-9600** Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

June 3, 2016

The Honorable Joe McDermott  
 Chair, King County Council  
 Room 1200  
 C O U R T H O U S E

Dear Councilmember McDermott:

Enclosed for consideration and approval by the King County Council is a motion confirming the appointment of Daphra Holder, who resides in council district four, to the King County Civil Rights Commission, as the district four representative.

The appointment of Ms. Holder is for a three-year term expiring June 1, 2019. Her application, Code of Ethics Financial Disclosure Statement, current board profile and appointment letter are enclosed for your information. This appointment request supports the King County Strategic Plan goal of public engagement by expanding opportunities to seek input, listen and respond to residents.

If you have any questions about this appointment, please have your staff call Rick Ybarra, liaison for boards & commissions, at 206-263-9651.

Sincerely,

Dow Constantine

King County Executive

Enclosures

King County Councilmembers

ATTN: Carolyn Busch, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief of Policy Development, King County Executive Office

Rick Ybarra, Liaison for Boards & Commissions

Paula Harris-White, Staff Liaison

Daphra Holder

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**King County**

**Metropolitan King County Council  
Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	7	<b>Name:</b>	Andrew Kim
<b>Proposed No.:</b>	2016-0385	<b>Date:</b>	September 13, 2016

**SUBJECT**

Proposed Motion confirming the Executive’s appointment of Ms. Lalita Uppala, who resides in Council District Nine, to the King County Library System (KCLS) Board of Trustees, for the remainder of a five-year term that would expire on January 1, 2021.

**BACKGROUND**

The KCLS was established as a rural county library district following a vote of King County residents on November 3, 1942. Over the years, cities and towns throughout the county have voted to annex into KCLS. Currently, KCLS has 48 libraries and serves all of King County except the City of Seattle, Yarrow Bay, Milton, and Hunts Point. According to the 2015 King County Library System (KCLS) Annual Report, there were 9.9 million patron visits and over 20.4 million library items in circulation. In addition, there were 756,000 registered card holders (36% of total county population) with 112,000 new patrons in 2015. The 2016 annual budget is approximately \$124.8 million, where 97% of the funding is provided by the *Rural Library District Levy*, which was increased to \$.50 per \$1,000 assessed valuation through the 2010 levy lid lift. The remaining expenses are funded through contracts with cities and towns for the provision of library services.

The KCLS is governed by the Board of Trustees in accordance with state law (RCW 27.12). There are five at-large members on the board, appointed for five-year terms, with no trustee serving more than two consecutive terms. Historically, they are appointed by the Executive and confirmed by the Council. Some of the responsibilities of the board include:

- Hiring and oversight of the KCLS Director, who manages the system’s operations
- Adoption of the annual budget
- Adoption of long-term strategic plans
- Adoption of a capital improvement plan

The members of the committee serve without compensation.

Ms. Uppala, a resident of Bellevue in District Nine, is the Community Program Director for the India Association of Western Washington (IAWW), a non-profit that provides cultural, social and educational services to the Indian community in the Greater Seattle area. She also served as a board member for the Indo-American Community of Greater Seattle and Washington Telugu Samithi. On the KCLS website, Ms. Uppal states that she is a passionate advocate of literacy through all mediums and believes in innovative programming that educates, mentors, and connects King County residents through the written word.

### **ATTACHMENTS**

1. Proposed Motion 2016-0385 (attachments available upon request)
2. Transmittal Letter

### **INVITED**

1. Lalita Uppala, Community Program Director, India Association of Western Washington (IAWW)
2. Gary Wasdin, Director, King County Library System



**KING COUNTY**  
**Signature Report**  
**September 12, 2016**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Motion**

**Proposed No.** 2016-0385.1

**Sponsors** Dunn

1                   A MOTION confirming the executive's appointment of  
2                   Lalita Uppala, who resides in council district nine, to the  
3                   King County library system board of trustees.

4                   BE IT MOVED by the Council of King County:

5                   The county executive's appointment of Lalita Uppala, who resides in council  
6                   district nine, to the King County library system board of trustees, for the remainder of a

7 five-year term to expire on January 1, 2021, is hereby confirmed.

8

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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J. Joseph McDermott, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Application, B. Board Profile, C. Appointment Letter



## King County

### Dow Constantine

King County Executive  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104-1818

**206-263-9600** Fax 206-296-0194  
TTY Relay: 711  
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June 29, 2016

The Honorable Joe McDermott  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember McDermott:

Enclosed for consideration and approval by the King County Council is a motion confirming the appointment of Lalita Uppala, who resides in council district nine, to the King County Library System Board of Trustees.

The appointment of Ms. Uppala is for the remainder of a five-year term expiring January 1, 2021. Her application, current board profile, and appointment letter are enclosed for your information. This appointment request supports the King County Strategic Plan goal of public engagement by expanding opportunities to seek input, listen and respond to residents.

If you have any questions about this appointment, please have your staff call Rick Ybarra, liaison for boards & commissions, at 206-263-9651.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

King County Councilmembers

ATTN: Carolyn Busch, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief of Policy Development, King County Executive Office

Rick Ybarra, Liaison for Boards & Commissions

Maria Hatcher, Staff Liaison

Lalita Uppala

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**King County**

**Metropolitan King County Council  
Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	8	<b>Name:</b>	Greg Doss
<b>Proposed No.:</b>	2016-0420	<b>Date:</b>	Sept 13, 2016

**SUBJECT**

An ordinance relating to the responsibility determination of bidders or proposers seeking the award of County contracts and leases.

**SUMMARY**

Proposed Ordinance 2016-0420 requires the Executive to develop responsibility criteria, relevant to the proposed scope of work, to determine whether a bidder or proposer's historical compliance with environmental, worker safety and labor laws, rules and regulations establishes the bidder or proposer to be a responsible contractor

The proposed ordinance also specifies that the Executive may, when developing responsibility criteria, evaluate a bidder or proposer's record of providing employee benefits including: an employer-provided retirement plan, health benefits and paid parental and/or family leave.

**BACKGROUND**

Over the past decade or more, state and local governments have developed a range of new responsible contracting policies to promote public purchasing from employers intended to quality jobs, maintain safe workplaces and deliver more environmentally responsible services to the taxpayers.

In April 2012, the County Council adopted Ordinance No.17310 which governs the circumstances under which a firm or individual could be suspended or debarred from doing business with the County. The ordinance also requested the development of Supplemental bidder criteria for public works projects to ensure conformance with the goals of the King County Strategic Plan. Among several other responsibility determinants, the lowest responsive bidder is asked to respond to the following set of questions:

- *Has the bidder been found by the Department of Labor and Industries to have violated a state wage payment law, including willful violation of a wage payment requirement in the last 5 years?*
- *Has the bidder been found to have violated a state or federal prevailing wage law in the last 5 years?*

- *Has the bidder been convicted of a crime involving willful violation of a federal or state environmental law or regulation while working on a project in the last 5 years?*
- *Has the bidder been convicted under federal or state law of a crime relating to wage payment, embezzlement, theft, forgery, bribery, antitrust, falsification or destruction of records, making false claims while working on a project in the last 5 years?*
- *Bidders are asked to provide 5 years of information on workplace accidents to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.*

The Executive has indicated in written responses to Council staff questions that if the low responsive bidder answers any of the above in the affirmative, they will be required to provide a written explanation of each violation and any remedial steps taken regarding the violation. This information, along with other information, is captured in a Responsibility Detail and Attestation Form (see Attachment 4). If the bidder is determined to be “not responsible,” then they are not awarded the contract and the County moves to the 2nd low bid and the same responsibility review process is conducted.

The Public Works / Construction bid process is just one of many contracting processes run by King County. Other processes include contracting for Architectural, Engineering and other professional services, as well as good and services or leases of County-owned property. The means of evaluating responsibility among bidders varies among these different processes. Each will be described below:

***Architectural, Engineering or other Professional Services Procurements (AEP):***

When contracting for AEP services, the Executive will issue an RFP asking proposers to submit qualifications based on the specific scope of work being advertised. Evaluation criteria is used to score the proposers to determine the highest ranked firm to enter negotiations. The Executive has indicated that some examples of evaluation criteria are: the consultant’s experience managing and performing work similar to that being advertised; resumes of employees who will work on the project, as well as project examples (reference checks); if specific business or professional certifications are required to do the work they are requested to be submitted with the proposal; use of small businesses and suppliers; and cost/pricing can also be considered. When evaluating proposers, each of the above criteria is assigned a point value and the highest ranked firm is entered into negotiations.

The Executive has indicated that if the work is being funded by a federal grant, County staff will determine whether the proposer has been debarred by the Federal government. The County does not award contracts to firms on the Federal government debarment list.

### ***Goods & Services Procurements:***

The Executive has indicated that goods and services solicitations are conducted in a number of ways, depending on what is being procured (e.g. copier paper vs legal services). An Invitation to Bid (ITB) is used to award to the low, responsible, responsive bidder. The Exec has indicated that it may use a number of methods to determine if a bidder is responsible including checking references and verifying professional certifications, business licenses, criminal history, prevailing wage intents and affidavits, and Federal debarment.

A Request for Proposal (RFP) may also be used to evaluate goods and services proposals. The RFP is used to determine the highest, best choice based on a set of pre-determined criteria. The same methods as an Invitation to Bid (see ITB above) may be used to determine if a proposer is responsible. Determination may be made on a pass/fail basis as well as a points-based evaluation of their qualifications, capability and financial capacity to perform the work. The highest scoring proposers are brought into contract negotiations.

The Executive may also use for procurement of goods and services an alternative, two-step process involving a Request for Qualifications (RFQ). This requires evaluating the qualifications of a company in a fashion similar to a Request for Proposal. Although, in this case, an Invitation to Bid is issued only those companies deemed qualified by meeting the criteria in the Request for Qualifications. The contract award is made in the same manner as a regular Invitation to Bid.

The King County Council passed the Living Wage Ordinance in 2014 (Ordinance 17909) and the Living Wage language is in all goods and services contracts valued at \$100,000 or more stating the vendor will pay their employees according to the King County Living Wage Ordinance.

### ***Leases and Subleases:***

The King County Code (K.C.C. 4.56.160) establishes as the basis for all leases of County real property the fair market value (FMV) and thereby, the best financial terms and conditions available to the County. The Code makes exceptions if the property was obtained through the proceeds of grants or other special purpose funding from either the Federal or State government, or in lease-back situations where the County seeks to have a building for its use erected on land owned or to be acquired by the County.

When evaluating a potential lessor's responsibility, the Executive currently examines: financial responsibility and references; compliance by the lessee with the terms of other County leases and laws relating thereto; and such other information "as may be secured relevant to the decision to award the lease." If a lease meets specific criteria under the code, then it is forwarded to the County Council for review.

## **ANALYSIS**

Proposed Ordinance 2016-0420 requires the Executive to develop responsibility criteria, relevant to the proposed scope of work, to determine whether a bidder or proposer's historical compliance with environmental, worker safety and labor laws, rules and regulations establishes the bidder or proposer to be a responsible contractor. These criteria must be used to evaluate bidders seeking a contract in excess of \$100,000 for public works projects, or for any lease of County-owned property. For the purposes of this ordinance, "historical compliance" means a minimum of three years preceding the submittal date for the solicitation.

The proposed ordinance also specifies that the Executive may, when developing responsibility criteria, evaluate a bidder or proposer's record of providing employee benefits including: an employer-provided retirement plan, health benefits and paid parental and/or family leave.

### ***Procurement of public works construction and other goods and services:***

If Proposed Ordinance 2016-0420 is passed, the Executive has indicated that it will use the detailed questionnaire currently used for public works construction procurements for all other types of procurements (see Attachment 4). The Executive has indicated that it does this in some instances now, but the application has not be uniform across all areas of procurement.

The Executive has indicated that it does not have any formally adopted criteria to evaluate the Public Works questionnaire, but that there is a high probability that it would disqualify any bidder responding "yes" to the Supplemental responsibility determinants. The Executive has indicated that prior to disqualification, it would evaluate on a case-by-case basis each bidder's reasons for responding "yes." It is possible that a more stringent review of its potential contractors may result in a greater number of bid protests. It is also possible that greater scrutiny of responsibility factors might mean that the County may not achieve the lowest possible price.

### ***Leases:***

Proposed Ordinance 2016-0420 would apply to leases of King County Real Property to Businesses, Individuals, Government Agencies and Non-Profit Organizations. FMD estimates it has approximately 95 of these leases currently. The Department has broken down the leases as follows:

1. Harbor Bond Property Leases.
2. King County International Airport Leases.
3. Radio Tower Leases (especially when King County owns the Radio Tower).  
There are currently 42 and many of these will be transitioned to PSERN.
4. Small Retail leases.
5. Rental Housing: County agencies own a small number of houses and FMD rents them out until they are slated for demolition.
6. Agricultural Land leases: (the majority of these are 1 year leases).
7. 63/20 Leases where King County is the property owner.

The Executive has indicated that its leases run the gamut from Fortune 500 companies to an individual (including homes rented to individuals) to small business leases. The Executive has suggested that it can use the Public Works questionnaire as a potential means of evaluating potential leaseholders. However, it has also indicated that it would be problematic to evaluate whether small businesses are responsible as the evaluation may cost more than the value of the lease.

### **NEXT STEPS:**

The use of the Public Works questionnaire in other areas of procurement or real property leasing may provide the Executive with a standardized approach that allows for some ease of implementation. Another type of implementation may create a challenge for the County to develop specific criteria to determine responsibility for bidders or proposers seeking to enter into contract for various procurement-related contracts or leases of real property. The Executive has indicated that it is willing to comment on these issues if called before Committee.

### **STRIKING AMENDMENT S1:**

Council staff worked with Council's legal staff and the Executive to make both technical and policy changes that address potential barriers to implementation. The changes in the Striker represent and agreement among all parties.

- The provisions in Section 5 are codified.
- Human Trafficking, sexual or economic is added to the list of mandatory responsibility determinants
- The Executive is given the option to develop determinants that evaluate for ethical sourcing of labor.
- The requirement to apply weighted responsibility determinants – not less than 10% -- to the evaluation of a bidder is eliminated.
- The criteria must not cause the County to be in violation of any State or Federal procurement rules regarding adequate competition.
- For procurement, the criteria shall not be included in solicitations to a government agency or public entity, and when the County is administering a contract on behalf of a third party.
- Exempts from responsibility determination any lease that not valued at least \$200,000 in Total Consideration. Total Consideration includes the value of revenue from the rent or tenant improvements over the life of the agreement. (Example 6,000 per month lease times 24 months, plus \$75,000 in tenant improvements is \$219,000; which exceeds the \$200k limit and so the responsibility ordinance would apply to that transaction.)
- For leasing, adds an exemption for individuals, businesses with fewer than 10 employees, government agencies, non-profits, utility companies (including cellular providers), and subleases.
- Adds the same Executive authority to develop responsibility criteria that applies to low-bid leasing that is included for negotiated bids or procurement.

## **ATTACHMENTS**

1. Proposed Ordinance 2016-0420
2. Striking Amendment S1
3. Title Amendment T1
4. Public Works Responsibility Detail and Attestation Form

## **INVITED**

1. Tony Wright, Director, Facilities Management Division
2. Elissa Benson, Deputy Director, Facilities Management Division
3. Ken Guy, Director, Finance, Business & Operations Division
4. Janine Jolly, Senior Deputy Prosecuting Attorney, Prosecuting Attorney's Office



**KING COUNTY**  
**Signature Report**  
**September 12, 2016**

1200 King County Courthouse  
 516 Third Avenue  
 Seattle, WA 98104

**Ordinance**

**Proposed No.** 2016-0420.1

**Sponsors** Dembowski

1 AN ORDINANCE relating to responsibility  
 2 determination in the award of county contracts and  
 3 leases; amending K.C.C. 2.93.120; amending K.C.C.  
 4 4.56.160; and amending K.C.C. 4.56.190.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 **SECTION 1. Findings:**

7 A. Responsible business owners understand and accept that they have an  
 8 obligation to engage in business practices that support the health and welfare of the local  
 9 community and environment. They recognize that living-wage jobs and a safe workplace  
 10 are key to the success of any company and the sustained growth of local economies.

11 B. The King County Strategic Plan seeks to safeguard and enhance the county's  
 12 natural resources and environment through the use of regulations that promote desirable  
 13 environmental practices by individuals and businesses. The plan also seeks to create a  
 14 strong, diverse and sustainable economy through partnerships with regional  
 15 organizations, other jurisdictions, and the private sector.

16 C. The King County council is committed to worker's rights, having enacted laws  
 17 that create a paid family leave program for county employees and that require the county  
 18 and certain of its contractors and subcontractors to pay their employees a living wage.

19 D. The King County Comprehensive Plan defines a successful economy as one in  
20 which the public sector, nonprofit and private businesses can thrive and create jobs  
21 compatible with the environment and community and land use expectations.

22 E. It is in the interest of the county to protect the health, safety and welfare of its  
23 residents by ensuring that prospective bidders or proposers on county contracts and leases  
24 of county real property are evaluated for responsibility factors that include responsible  
25 employment, worker safety and environmental practices.

26 SECTION 2. Ordinance 12138, Section 11, as amended, and K.C.C. 2.93.120 are  
27 hereby amended to read as follows

28 A. Contracts for architect and engineering services shall be solicited in  
29 accordance with chapter 39.80 RCW.

30 B. Contracts for professional services, other than architectural or engineering,  
31 shall be solicited using the procedures in chapter 39.80 RCW, with price as an additional  
32 element of consideration.

33 C. Public works contracts shall be solicited and awarded in accordance with the  
34 authority granted by state law, as in Titles 36 and 39 RCW and any additional  
35 requirements prescribed by county ordinance or executive policy.

36 D. Contracts for the lease or purchase of tangible personal property and the  
37 purchase of services and technical services shall be awarded in accordance with RCW  
38 36.32.245, 36.32.253 and 39.04.190. If the manager determines that soliciting bids is not  
39 in the best interest of the county, the contract shall be awarded under a competitive  
40 proposal process.

41 E. Prequalification of tangible personal property and services may occur before  
42 procurement of the items. Under those circumstances, only tangible personal property  
43 and services that are determined to meet the qualifying criteria will be acceptable in the  
44 subsequent procurement.

45 F. All contracts that provide for reimbursement of contractor travel and meal  
46 expenses shall have a provision that limits such reimbursements to eligible costs based on  
47 the rates and criteria established in K.C.C. chapter 3.24 and federal travel rate  
48 regulations.

49 G. For all solicitations with a value of one hundred thousand dollars or more, the  
50 executive shall develop responsibility criteria, relevant to the proposed scope of work, to  
51 determine whether a bidder or proposer's historical compliance with environmental,  
52 worker safety and labor laws, rules and regulations establishes the bidder or proposer to  
53 be a responsible contractor. For the purposes of this subsection, "historical compliance"  
54 means a minimum of three years preceding the submittal date for the solicitation.

55 H. The criteria listed in subsection G. of this section shall be in addition to any  
56 other qualifications criteria stated in the solicitation documents. For solicitations to  
57 award a contract for public works, the criteria are deemed supplemental criteria for  
58 determining bidder responsibility under RCW 39.04.350. For contracts awarded on the  
59 basis of scored proposals, the criteria shall be assigned a combined weight of not less  
60 than ten percent.

61 I. If council approval of a contract is requested under K.C.C. 4A.100.070.D.2.b.,  
62 or required under state law, the executive shall include in the legislative transmittal

63 package submitted to the council a written explanation of the prospective contractor's  
64 response to the criteria stated in subsection G. of this section.

65 SECTION 3. Ordinance 12045, Section 15, as amended, and K.C.C. 4.56.160 are  
66 each hereby amended to read as follows:

67 A. Except as provided in K.C.C. 4.56.150, D<sub>2</sub> and E<sub>2</sub> and subsections B<sub>2</sub>, D<sub>2</sub> and E<sub>2</sub>,  
68 of this section, fair market rental value, as defined in K.C.C. 4.56.010, shall be the basis  
69 for all leases of county real property. All leases (~~will~~) shall be awarded upon the best  
70 terms and conditions available to the county.

71 B. Except as provided in subsections D<sub>2</sub> and E<sub>2</sub> of this section, when the county  
72 authorizes a new lease, or the renewal of a lease once executed and delivered, the  
73 facilities management division shall make an appraisal of the fair market rental value of  
74 such property, and (~~such~~) the fair market rental value (~~will~~) shall serve as the basis for  
75 the new lease or renewal. After the review, the manager of the facilities management  
76 division shall determine whether the new lease, or renewal of an existing lease, is to be  
77 awarded by competitive bidding or by negotiation with interested parties without bidding.  
78 New leases shall be awarded by competitive bidding unless the manager of the facilities  
79 management division determines it is advantageous to the county to negotiate without  
80 bidding. In the event the county negotiates the award of lease contracts, the facilities  
81 management division shall submit to the executive the reasons for recommending award  
82 through negotiation rather than competitive bidding. At the option of the executive,  
83 competitive bidding may be required. The county shall give notice of its intention to  
84 execute a lease by publishing a notice in a legal newspaper at least once a week for the  
85 term of two weeks. The notice so published shall adequately describe the property to be

86 leased and shall contain a notice that a copy of the lease is available for public inspection  
87 at the facilities management division. ~~((Such))~~ The notice requirement shall not apply to  
88 leases or renewals awarded through competitive bidding or in accordance with  
89 subsections D<sub>2</sub> and E<sub>2</sub> of this section. Before awarding a lease on the basis of  
90 negotiations with interested parties, the facilities management division shall request and  
91 consider the proposed lessees' responses to the criteria listed in subsection C.1. through 4.  
92 of this section. Every new lease, or extension, modification or renewal of a lease, once  
93 executed and delivered, shall be signed or caused to be signed by the county executive, in  
94 accordance with Section 320.20 of the King County Charter, following analysis and  
95 recommendations of the manager of the facilities management division and the county  
96 department having custodianship of the property. After awarding of the new lease,  
97 modification, extension or renewal, a copy of the instrument as executed and delivered  
98 shall be available for public inspection at the facilities management division.

99 C. When the county elects to lease its property pursuant to public bidding, the  
100 county shall advertise to the extent ~~((which))~~ that the county deems necessary to effect an  
101 advantageous lease. ~~((Such))~~ The advertising shall include publishing a notice in a legal  
102 newspaper at least once a week for three consecutive weeks, the last notice to appear no  
103 more than five days ~~((prior to))~~ before the date of the auction or bid opening. When a  
104 lease of county real property is awarded through competitive bidding, the lease shall be  
105 awarded to the highest responsible bidder ~~((; provided, that))~~. However, whenever there  
106 is reason to believe that the highest acceptable bid is not the best rental obtainable, all  
107 bids may be rejected and the county may call for new bids or enter into direct  
108 negotiations to achieve the best possible rental. Each bid, with the name of the bidder,

109 shall be recorded by the facilities management division, and each record, with the name  
110 and address of the successful bidder and the amount of the successful bid, shall, after the  
111 awarding of the lease, be open to public inspection at the facilities management division.

112 In determining the highest responsible bidder, in addition to rental, the following  
113 elements shall be given consideration:

114 1. The financial responsibility of the bidder, and references therefor;

115 2. The previous and existing compliance by the bidder with the terms of other  
116 leases of county real property and the laws relating thereto; ~~((and))~~

117 3. The bidder's historical compliance with environmental, worker safety and  
118 labor laws, rules and regulations to establish that the bidder is responsible. For the  
119 purposes of this subsection, "historical compliance" means a minimum of the three years  
120 preceding the bid opening; and

121 4. Such other information as may be secured relevant to the decision to award  
122 the lease.

123 D. If property was obtained by the county through the proceeds of grants or other  
124 special purpose funding from either the federal or state government, or both, in which a  
125 specific public purpose or purposes are set forth as a condition of use for ~~((such))~~ the  
126 property, the purpose or purposes are to be limited to the provision of social and health  
127 services or social and health services facilities as defined in chapter 43.83D RCW, and  
128 upon recommendation by the county executive and approval by the county council, the  
129 facilities management division may obtain and lease out the property ~~((pursuant to))~~  
130 under such terms and conditions as are consistent with ~~((said))~~ those purposes~~((;~~  
131 provided)), on the condition that in the event ~~((such))~~ the property is leased ~~((pursuant to~~

132 ~~the provisions of~~) in accordance with this subsection, the lessee~~((s))~~ or lessees shall be  
133 limited to private, nonprofit corporations duly organized according to the laws of the state  
134 of Washington, which are exempt from taxation under 26 U.S.C. Section 501(b)<sub>2</sub>, as  
135 amended<sub>1</sub>, and ~~((which))~~ that are organized for the purpose of operating social and health  
136 services facilities as defined by chapter 43.83D RCW.

137 E. If the county desires to have a building for its use erected on land owned or to  
138 be acquired by the county, the facilities management division may lease the land for a  
139 reasonable rental ~~((; provided, that))~~, on the condition that the county shall lease back the  
140 building or a portion thereof for the same term as established for the land lease. The  
141 leases shall include the following provisions:

142 1. No part of the cost of construction of the building shall ever be or become an  
143 obligation of King County;

144 2. King County shall have a prior right to occupy any or all of the building upon  
145 payment of rent as agreed upon by the parties, which rent shall not exceed prevailing  
146 rates for comparable space;

147 3. During any time that all or any portion of the building is not required for  
148 occupancy by King County, the lessee of the land may rent the unneeded portion to  
149 suitable tenants approved by King County; and

150 4. Upon expiration of the leases, all buildings and improvements on the land  
151 shall become the property of King County.

152 SECTION 4. Ordinance 2622, Section 20, as amended, and K.C.C. 4.56.190 are  
153 each hereby amended to read as follows:

154           A. Upon the decision of the county to lease the lands applied for, a lease shall be  
155           executed in duplicate to the lessee by the county executive or his designee, which lease  
156           shall also be signed by the lessee. The lease shall describe the property conveyed, and the  
157           terms of payment.

158           B. The request for proposal or invitation to bid documents, for all new leases of  
159           real property for a term exceeding five years, must be approved by the King County  
160           council, prior to the advertisement and issuance of the request for proposal or invitation  
161           to bid.

162           C. For all leases having an original term exceeding five years, amendments  
163           ~~((which))~~ that would extend the term by more than five years, ~~((or))~~ increase the area  
164           leased by more than twenty percent, ~~((or))~~ require construction of improvements  
165           ~~((which))~~ that would cost at least fifty percent of the estimated value of the property  
166           leased~~((or))~~ or substantially change the overall use of the leased property, must be  
167           approved by the King County council ~~((prior to))~~ before execution by the King County  
168           executive. The executive shall include in the legislative transmittal package submitted to  
169           the council a written explanation of the prospective lessee's response to the elements  
170           listed in K.C.C. 4.56.160.C.1. through 4.

171           SECTION 5. The executive may, when developing responsibility criteria that  
172           evaluates historical compliance with environmental, worker safety and labor laws, rules  
173           and regulations, also consider developing criteria that evaluates a bidder or proposer's  
174           record of providing employee benefits including: a employer-provided retirement plan,  
175           health benefits and paid parental and/or family leave.

176            SECTION 6. The executive shall develop the criteria required by this ordinance  
177 and by no later than July 1, 2017, begin using such criteria in all solicitations under  
178 K.C.C. 2.93.120 or in awarding of a lease under K.c.C. 4.56.160.  
179

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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J. Joseph McDermott, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** None

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<b>S1</b>
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September 13, 2016

R. Contracting

GD

Sponsor: CM Dembowski

Proposed No.: 2016-0420.1

1 **STRIKING AMENDMENT TO PROPOSED ORDINANCE 2016-0420, VERSION**

2 **1**

3 On page 1, beginning on line 5, strike everything through page 9, line 178, and insert:

4 "BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 **SECTION 1. Findings:**

6 A. Responsible business owners understand and accept that they have an  
7 obligation to engage in business practices that support the health and welfare of the local  
8 community and environment. They recognize that living-wage jobs and a safe workplace  
9 are key to the success of any company and the sustained growth of local economies.

10 B. The King County Strategic Plan seeks to safeguard and enhance the county's  
11 natural resources and environment through the use of regulations that promote desirable  
12 environmental practices by individuals and businesses. The plan also seeks to create a  
13 strong, diverse and sustainable economy through partnerships with regional  
14 organizations, other jurisdictions, and the private sector.

15 C. The King County council is committed to worker's rights, having enacted laws  
16 that create a paid family leave program for county employees and that require the county  
17 and certain of its contractors and subcontractors to pay their employees a living wage.

18 D. The King County Comprehensive Plan defines a successful economy as one in  
19 which the public sector, nonprofit and private businesses can thrive and create jobs  
20 compatible with the environment and community and land use expectations.

21 E. It is in the interest of the county to protect the health, safety and welfare of its  
22 residents by ensuring that prospective bidders or proposers on county contracts and leases  
23 of county real property are evaluated for responsibility factors that include responsible  
24 employment, worker safety and environmental practices.

25 SECTION 2. Ordinance 12138, Section 11, as amended, and K.C.C. 2.93.120 are  
26 hereby amended to read as follows:

27 A. Contracts for architect and engineering services shall be solicited in  
28 accordance with chapter 39.80 RCW.

29 B. Contracts for professional services, other than architectural or engineering,  
30 shall be solicited using the procedures in chapter 39.80 RCW, with price as an additional  
31 element of consideration.

32 C. Public works contracts shall be solicited and awarded in accordance with the  
33 authority granted by state law, as in Titles 36 and 39 RCW and any additional  
34 requirements prescribed by county ordinance or executive policy.

35 D. Contracts for the lease or purchase of tangible personal property and the  
36 purchase of services and technical services shall be awarded in accordance with RCW  
37 36.32.245, 36.32.253 and 39.04.190. If the manager determines that soliciting bids is not  
38 in the best interest of the county, the contract shall be awarded under a competitive  
39 proposal process.

40 E. Prequalification of tangible personal property and services may occur before  
41 procurement of the items. Under those circumstances, only tangible personal property  
42 and services that are determined to meet the qualifying criteria will be acceptable in the  
43 subsequent procurement.

44 F. All contracts that provide for reimbursement of contractor travel and meal  
45 expenses shall have a provision that limits such reimbursements to eligible costs based on  
46 the rates and criteria established in K.C.C. chapter 3.24 and federal travel rate  
47 regulations.

48 G. For all solicitations with a value of one hundred thousand dollars or more, the  
49 executive shall develop responsibility criteria, relevant to the proposed scope of work, to  
50 determine whether a bidder or proposer's historical compliance with environmental,  
51 worker safety, labor, and human trafficking laws, rules and regulations establishes the  
52 bidder or proposer to be a responsible contractor. For the purposes of this subsection,  
53 "historical compliance" means a minimum of three years preceding the submittal date for  
54 the solicitation. The executive, when developing responsibility criteria that evaluates  
55 historical compliance with environmental, worker safety, labor and human trafficking  
56 laws, rules and regulations, may also develop criteria to use in determining the  
57 responsibility of a bidder or proposer, that evaluates a bidder or proposer's record in  
58 providing employee benefits, including an employer or union provided retirement plan,  
59 health benefits and either paid parental leave or paid family leave, or both.

60 H. The criteria listed in subsection G. of this section shall be in addition to any  
61 other qualifications criteria stated in the solicitation documents. For solicitations to  
62 award a contract for public works, the criteria are deemed supplemental criteria for

63 determining bidder responsibility under RCW 39.04.350. If the executive determines that  
64 the use of any of the criteria developed in accordance with subsection G. of this section  
65 might cause the county to be in violation of any state or federal procurement law, rule or  
66 regulation regarding competitive bidding or competitive proposals, that criteria shall not  
67 be included in a solicitation. The criteria shall neither be included in solicitations to  
68 award a contract to a government agency or public entity nor be included in solicitations  
69 to award any contract that the county enters as the administrator of a grant for a third  
70 party.

71 I. If council approval of a contract is requested under K.C.C. 4A.100.070.D.2.b.  
72 or is required under state law, the executive shall include in the legislative transmittal  
73 package submitted to the council a written explanation of the prospective contractor's  
74 response to the criteria in subsection G. of this section.

75 SECTION 3. Ordinance 12045, Section 15, as amended, and K.C.C. 4.56.160 are  
76 each hereby amended to read as follows:

77 A. Except as provided in K.C.C. 4.56.150~~2~~<sub>2</sub> and E~~2~~<sub>2</sub> and subsections D~~2~~<sub>2</sub> and E~~2~~<sub>2</sub> of  
78 this section, fair market rental value, as defined in K.C.C. 4.56.010, shall be the basis for  
79 all leases of county real property. All leases ~~((will))~~ shall be awarded upon the best terms  
80 and conditions available to the county.

81 B. Except as provided in subsections D~~2~~<sub>2</sub> and E~~2~~<sub>2</sub> of this section, when the county  
82 authorizes a new lease, or the renewal of a lease once executed and delivered, the  
83 facilities management division shall make an appraisal of the fair market rental value of  
84 such property, and ~~((such))~~ the fair market rental value ~~((will))~~ shall serve as the basis for  
85 the new lease or renewal. After the review, the manager of the facilities management

86 division shall determine whether the new lease, or renewal of an existing lease, is to be  
87 awarded by competitive bidding or by negotiation with interested parties without bidding.  
88 New leases shall be awarded by competitive bidding unless the manager of the facilities  
89 management division determines it is advantageous to the county to negotiate without  
90 bidding. Before awarding a lease on the basis of competitive bidding, the facilities  
91 management division shall request and consider the proposed lessees' responses to the  
92 criteria listed in subsection C.1.a. through d. of this section. In the event the county  
93 negotiates the award of lease contracts, the facilities management division shall submit to  
94 the executive the reasons for recommending award through negotiation rather than  
95 competitive bidding. At the option of the executive, competitive bidding may be  
96 required. The county shall give notice of its intention to execute a lease by publishing a  
97 notice in a legal newspaper at least once a week for the term of two weeks. The notice so  
98 published shall adequately describe the property to be leased and shall contain a notice  
99 that a copy of the lease is available for public inspection at the facilities management  
100 division. ~~((Such))~~ The notice requirement shall not apply to leases or renewals awarded  
101 through competitive bidding or in accordance with subsections D<sub>2</sub> and E<sub>2</sub> of this section.  
102 Before awarding a lease on the basis of negotiations with interested parties without  
103 bidding, the facilities management division shall request and consider the proposed  
104 lessees' responses to the criteria listed in subsection C.1.a. through d. of this section.  
105 Every new lease, or extension, modification or renewal of a lease, once executed and  
106 delivered, shall be signed or caused to be signed by the county executive, in accordance  
107 with Section 320.20 of the King County Charter, following analysis and  
108 recommendations of the manager of the facilities management division and the county

109 department having custodianship of the property. After awarding of the new lease,  
110 modification, extension or renewal, a copy of the instrument as executed and delivered  
111 shall be available for public inspection at the facilities management division.

112 C.1. When the county elects to lease its property pursuant to public bidding, the  
113 county shall advertise to the extent ~~((which))~~ that the county deems necessary to effect an  
114 advantageous lease. ~~((Such))~~ The advertising shall include publishing a notice in a legal  
115 newspaper at least once a week for three consecutive weeks, the last notice to appear no  
116 more than five days ~~((prior to))~~ before the date of the auction or bid opening. When a  
117 lease of county real property is awarded through competitive bidding, the lease shall be  
118 awarded to the highest responsible bidder ~~((; provided, that))~~. However, whenever there  
119 is reason to believe that the highest acceptable bid is not the best rental obtainable, all  
120 bids may be rejected and the county may call for new bids or enter into direct  
121 negotiations to achieve the best possible rental. Each bid, with the name of the bidder,  
122 shall be recorded by the facilities management division, and each record, with the name  
123 and address of the successful bidder and the amount of the successful bid, shall, after the  
124 awarding of the lease, be open to public inspection at the facilities management division.  
125 In determining the highest responsible bidder, in addition to rental, the following  
126 responsibility criteria shall be given consideration:

- 127 ~~((1.))~~ a. ~~((F))~~ the financial responsibility of the bidder, and references therefor;  
128 ~~((2.))~~ b. ~~((F))~~ the previous and existing compliance by the bidder with the terms  
129 of other leases of county real property and the laws relating thereto; ~~((and))~~  
130 c. The bidder's historical compliance with environmental, worker safety labor,  
131 and human trafficking laws, rules and regulations to establish that the bidder is

132 responsible. For the purposes of this subsection, "historical compliance" means a  
133 minimum of the three years preceding the bid opening. This subsection C.1.c. shall not  
134 apply to any lease with revenue from base rent over the term of the lease and any  
135 potential extensions included in the lease of less than two hundred thousand dollars.  
136 Also, this subsection C.1.c. shall not apply to leases with individuals, businesses with  
137 fewer than ten employees, government agencies, not-for-profit organizations or utility  
138 companies, including cellular providers, or to subleases of less than two hundred  
139 thousand dollars; and

140 d. ((S))such other information as may be secured relevant to the decision to  
141 award the lease.

142 2. The executive, when developing responsibility criteria that evaluates  
143 historical compliance with environmental, worker safety, labor and human trafficking  
144 laws, rules and regulations, may also develop criteria to use in determining the  
145 responsibility of a bidder or interested party, that evaluates the record of a bidder or  
146 interested party in providing employee benefits including an employer- or union-provided  
147 retirement plan, health benefits and either paid parental leave or paid family leave, or  
148 both.

149 D. If property was obtained by the county through the proceeds of grants or other  
150 special purpose funding from either the federal or state government, or both, in which a  
151 specific public purpose or purposes are set forth as a condition of use for ~~((such))~~ the  
152 property, the purpose or purposes are to be limited to the provision of social and health  
153 services or social and health services facilities as defined in chapter 43.83D RCW, and  
154 upon recommendation by the county executive and approval by the county council, the

155 facilities management division may obtain and lease out the property (~~((pursuant to))~~)  
156 under such terms and conditions as are consistent with (~~((said))~~) those purposes(~~(;~~  
157 ~~provided))~~, on the condition that in the event (~~((such))~~) the property is leased (~~((pursuant to~~  
158 ~~the provisions of))~~) in accordance with this subsection, the lessee(~~((s))~~) or lessees shall be  
159 limited to private, nonprofit corporations duly organized according to the laws of the state  
160 of Washington, which are exempt from taxation under 26 U.S.C. Section 501(b), as  
161 amended, and (~~((which))~~) that are organized for the purpose of operating social and health  
162 services facilities as defined by chapter 43.83D RCW.

163 E. If the county desires to have a building for its use erected on land owned or to  
164 be acquired by the county, the facilities management division may lease the land for a  
165 reasonable rental (~~(; provided, that)~~), on the condition that the county shall lease back the  
166 building or a portion thereof for the same term as established for the land lease. The  
167 leases shall include the following provisions:

- 168 1. No part of the cost of construction of the building shall ever be or become an  
169 obligation of King County;
- 170 2. King County shall have a prior right to occupy any or all of the building upon  
171 payment of rent as agreed upon by the parties, which rent shall not exceed prevailing  
172 rates for comparable space;
- 173 3. During any time that all or any portion of the building is not required for  
174 occupancy by King County, the lessee of the land may rent the unneeded portion to  
175 suitable tenants approved by King County; and
- 176 4. Upon expiration of the leases, all buildings and improvements on the land  
177 shall become the property of King County.

178            SECTION 4. Ordinance 2622, Section 20, as amended, and K.C.C. 4.56.190 are  
179 each hereby amended to read as follows:

180            A. Upon the decision of the county to lease the lands applied for, a lease shall be  
181 executed in duplicate to the lessee by the county executive or ~~((his))~~ the executive's  
182 designee, which lease shall also be signed by the lessee. The lease shall describe the  
183 property conveyed, and the terms of payment.

184            B. The request for proposal or invitation to bid documents, for all new leases of  
185 real property for a term exceeding five years, must be approved by the King County  
186 council, ~~((prior to))~~ before the advertisement and issuance of the request for proposal or  
187 invitation to bid.

188            C. For all leases having an original term exceeding five years, amendments  
189 ~~((which))~~ that would extend the term by more than five years, ~~((or))~~ increase the area  
190 leased by more than twenty percent, ~~((or))~~ require construction of improvements  
191 ~~((which))~~ that would cost at least fifty percent of the estimated value of the property  
192 leased~~((,))~~ or substantially change the overall use of the leased property, must be  
193 approved by the King County council ~~((prior to))~~ before execution by the King County  
194 executive. The executive shall include in the legislative transmittal package submitted to  
195 the council a written explanation of the prospective lessee's response to the elements  
196 listed in K.C.C. 4.56.160.C.1.a. through d.

197            SECTION 5. The executive shall develop the criteria required by this ordinance  
198 and, by no later than July 1, 2017, begin using the criteria in all solicitations under K.C.C.  
199 2.93.120 or in awarding of a lease under K.C.C. 4.56.160.

200            SECTION 6. A. When developing the responsibility criteria that evaluates  
201 historical compliance with environmental, worker safety, labor, and human trafficking  
202 laws, rules and regulations in section 2 of this ordinance, the executive may also develop  
203 criteria that evaluates best practices in ethical sourcing of labor, including transactions  
204 that are made through supply chains that are free of slavery, child labor, excessive hours,  
205 below-subsistence wages, discrimination, abuse, harassment or similar violations and  
206 provide a healthy and safe working environment. For the purposes of this section,  
207 "supply chains" means the sequence of processes involved in the production and  
208 distribution of goods or services.

209            B. The executive may also consider those recommendations made by a human  
210 labor trafficking and economic exploitation task force."

211

212 **EFFECT:**

- 213            • The provisions in Section 5 are codified.
- 214            • Human Trafficking, Sexual or Economic is added to the list of  
215 responsibility determinants.
- 216            • The Executive is given the option to develop determinants that evaluate  
217 for ethical sourcing of labor.
- 218            • The requirement to apply weighted responsibility determinants – not less  
219 than 10% -- to the evaluation of a bidder is eliminated.
- 220            • The criteria must not cause the County to be in violation of any State or  
221 Federal procurement rules regarding adequate competition.
- 222            • For procurement, the criteria shall not be included in solicitations to a  
223 government agency or public entity, and when the County is administering  
224 a contract on behalf of a third party.
- 225            • Exempts from responsibility determination any lease that not valued at  
226 least \$200,000 in Total Consideration. Total Consideration includes the  
227 value of revenue from the rent or tenant improvements over the life of the  
228 agreement. (Example 6,000 per month lease times 24 months, plus  
229 \$75,000 in tenant improvements is \$219,000; which exceeds the \$200k  
230 limit and so the responsibility ordinance would apply to that transaction.)

- 231
- 232
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- 237
- For leasing, adds an exemption for individuals, businesses with fewer than 10 employees, government agencies, non-profits, utility companies (including cellular providers), and subleases.
  - Adds the same Executive authority to develop responsibility criteria that applies to low-bid leasing that is included for negotiated bids or procurement.

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Title Amendment



September 13, 2016

GD

Sponsor: CM Dembowski

Proposed No.: 2016-0420.1

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2016-0420, VERSION 1**

2 On page 1, beginning on line 1, strike lines 1 through 4, and insert:

3 "AN ORDINANCE relating to responsibility determination

4 in the award of county contracts and leases; and amending

5 Ordinance 12138, Section 11, as amended, and K.C.C.

6 2.93.120, Ordinance 12045, Section 15, as amended, and

7 K.C.C. 4.56.160 and Ordinance 2622, Section 20, as

8 amended, and K.C.C. 4.56.190."

9 **EFFECT: Makes necessary legal, technical changes to the title.**

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The wording in **BLACK** within this section cannot be changed. The wording in **BLUE** is intended to be reviewed and adjusted on a project specific basis.

**SECTION 00440  
RESPONSIBILITY DETAIL & ATTESTATION FORM**

**Attachment 1**

The low responsive Bidder and the second low Bidder, upon request, shall be required to complete this Responsibility Detail Form as specified in Section 00440. **This completed Responsibility Detail and Attestation Form shall be submitted electronically (pdf) via email to the Contract Specialist identified in Section 00020, Invitation to Bid.**

**Bidder's Company Name:** \_\_\_\_\_

For the below Mandatory Bidder Responsibility Criteria, please check the appropriate box.

**1.0 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

- A. The Bidder shall meet the following mandatory responsibility criteria as described in RCW 39.04.350(1). The Bidder may be rejected as not responsible if any answer to questions 1 through 5 is "No". If the answer to questions 1 through 5 is "No" the Bidder is required to attach an explanation and acknowledge that they will be required to provide the requisite information, in 1 through 5 below, prior to Notice of Selection. If the Bidder fails to meet the criteria 1 through 5 prior to Notice of Selection the Bidder will be rejected as not responsible. The Bidder shall be rejected as not responsible if the answer to question 6 @or 7 is "Yes".
1. Did the Bidder have a Certificate of Registration in compliance with Chapter 18.27 RCW that was in effect at the time of bid submittal?  
 Yes     No (if No, attach explanation)
  2. Does the Bidder have a current Washington State Unified Business Identifier number?  
 Yes     No (if No, attach explanation)
  3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in Title 51 RCW?  
 Yes     No (if No, attach explanation)
  4. Does the Bidder have an Employment Security Department number as required in Title 50 RCW?  
 Yes     No (if No, attach explanation)
  5. Does the Bidder have a Washington State Excise Tax Registration number as required in Title 82 RCW?  
 Yes     No (if No, attach explanation)
  6. Is the Bidder disqualified for bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?  
 Yes     No
  7. @For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, has the Bidder been found to be out of compliance by the Washington state apprenticeship and training council for working apprentices out of ration, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW within the one year period immediately preceding advertisement of this project?  
 Yes     No

If the answer to question 6 @or 7 is "Yes" **STOP HERE** and notify the Contract Specialist. The Bidder is not responsible for this Project. Otherwise proceed to 1.1.

For remaining criteria below, check or fill-out the appropriate box. Based upon the answer provided by the Bidder, the County may request additional information or seek further explanation.

*If contract over \$1,000,000 and the Subcontractor Listing Statute (RCW 39.30.360) applies, include subcontractor option.*

### 1.1 CONTRACT AND REGULATORY HISTORY

A. The County will evaluate whether the Bidder's @and its subcontractors contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through @10 below is "Yes".

1. Has the Bidder had a contract terminated for cause or default, in the last 5 years?

Yes  No

*If Yes, explain:* \_\_\_\_\_

2. Has the Bidder been found by the Department of Labor and Industries to have violated a state wage payment law, including willful violation of a wage payment requirement as defined in RCW 49.48.082, or had a civil judgment entered against it for violation of a state wage payment law, in the last 5 years?

Yes  No

*If Yes, explain:* \_\_\_\_\_

3. Has the Bidder been found to have violated a state or federal prevailing wage law while working on a public works project, or had a civil judgment entered against it for violating a state or federal prevailing wage law, in the last 5 years?

Yes  No

*If Yes, explain:* \_\_\_\_\_

4. Has the Bidder failed to comply with commitments to, and contractual requirements for, Disadvantaged Business Enterprise ("DBE") Utilization Requirements or Women/Minority Owned Business Enterprise ("WMBE") Utilization Requirements on any public works project, in the last 5 years?

Yes  No

*If Yes, explain:* \_\_\_\_\_

5. Has the Bidder failed to meet mandatory King County Small Contractors and Suppliers ("SCS") Utilization Requirements on any public works project, in the last 5 years?

Yes  No

*If Yes, explain:* \_\_\_\_\_

6. Has the Bidder been found to have violated ethical standards set forth in King County contracts (KCC 3.04), in the last 5 years?

Yes  No

*If Yes, explain:* \_\_\_\_\_

7. Has the Bidder been in bankruptcy, reorganization and/or receivership on any public works project, in the last 5 years?

Yes No

If Yes, explain: \_\_\_\_\_

8. Has the Bidder been disqualified by any federal, state or local agency from being awarded and/or participating on any public works project, in the last 5 years?

Yes No

If Yes, explain: \_\_\_\_\_

9. Has the Bidder required a Surety to take over all, or a portion of, a project to cure or respond to an asserted default or material breach of contract on the part of the Bidder on any public works project, in the last 5 years?

Yes No

If Yes, explain: \_\_\_\_\_

10. Has the Bidder failed to meet apprenticeship utilization requirements on any public works project, in the last 5 years?

Yes No

If Yes, explain: \_\_\_\_\_

**1.2 CRIMINAL HISTORY**

A. The County will evaluate whether the Bidder's, @or any of its corporate officers, @ and/or its subcontractors criminal history demonstrates a lack of business integrity or business honesty. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 3 below is "Yes".

1. Has the Bidder, @or any of its corporate officers, @ and/or its subcontractors been convicted of a criminal offense related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract, in the last 5 years?

Yes No

If Yes, explain: \_\_\_\_\_

2. Has the Bidder, @or any of its corporate officers, @ and/or its subcontractors been convicted under federal or state law of a crime relating to wage payment, embezzlement, theft, forgery, bribery, antitrust, falsification or destruction of records, receiving stolen property, making false claims while working on a project, in the last 5 years?

Yes No

If Yes, explain: \_\_\_\_\_

3. Has the Bidder, @or any of its corporate officers, @ and/or its subcontractors been convicted of a crime involving willful violation a federal or state environmental law or regulation while working on a project, in the last 5 years?

Yes No

If Yes, explain: \_\_\_\_\_

**1.3 ACCIDENT/INJURY EXPERIENCE**

A. The County will evaluate the Bidder's accident/injury Experience Modification Factor ("EMF") from the Washington State Department of Labor and Industries, or similar organization with

jurisdiction in the United States, to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.

- B. List the Bidder's accident/injury EMF for the last five (5) years. An experience factor is calculated annually by the Washington State Department of Labor and Industries.

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

If the Bidder has received an EMF of greater than 1.0 for any year, explain the cause(s) of the designation and what remedial steps were taken to correct the EMF. The Bidder may be rejected as not responsible if the Bidder's EMF is greater than 1.0 and sufficient remedial steps have not been implemented.

**1.4 WORK PERFORMED BY BIDDER**

- A. The Bidder shall demonstrate how, with its own forces, it shall perform Contract Work equivalent to at least @25% of the @Total Bid Price @Base Bid Price, excluding taxes, insurance and bonding. The Bidder may demonstrate this by identifying the work using the specification divisions (Divisions 0 through @17/49) or sections within a division it intends to perform with its own forces and the dollar amount and percentage to its @Total Bid Price @Base Bid Price this itemized work constitutes. The Bidder may be rejected as not responsible if the appropriate percentage of self-performance is not demonstrated. *If the percentage of work performed is changed from 25% OR deleted for standard contracts you must include the change in Section 00800 adjusting Section 00700 3.0E accordingly.*

Division # / Section #	Dollar Amount for Contract Work Performed with Own Forces	Percent of @Total Bid Price @Base Bid Price
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

**1.5 ORGANIZATIONAL CHART**

- A. Did the Bidder include an Organizational Chart with its submittal?



**Note to CS & PM:** Development of project criteria is not a process to restrict bidding to a select or preferred group of contractors. The goal is to clearly develop a set of minimum requirements to select a contractor that has the experience and performance capabilities needed by Implementing Agency to construct the project. It is a way to get a contractor with an acceptable project record for the type of work that is being bid. Ask yourself the following questions:

1. Do you need a specific number of projects? If so why? Could it be less? If over three, discuss with CS Supervisor.
2. Do you need a yearly work history of past performance (e.g. work completed in the last 5 years) as a requirement? If so why? Could it be less? If over five, discuss with CS Supervisor.
3. Do you need the specific dollar amount for each project or type of work? If so why? Could it be less?
4. Do you need to require experience with all equipment to be used on the project? If so why? Could it be less?
5. Can the criteria be placed in the specifications, received as a submittal, and evaluated prior to performance of the relevant Work?
6. What is the importance of each of the sub-criteria you have provided? Explain why? What is the minimum number of sub-criteria while still meeting the goal(s) set forth above?
7. Match the criteria to the Scope of Work.
8. Can the Bidder's experience be demonstrated as a prime and/or a subcontractor?
9. If the Project is federally funded does the bidder have experience managing and/or performing with the funding source? Are you restricting competition by incorporating a federal qualification requirement?
10. Remember, the more projects you request the more project example sheets the bidder must complete.
11. Remember, the more criteria you require the more the bidder has to complete.
12. Remember, the more projects you request and the more criteria you require, the more project example sheets the PM must evaluate and references PM must call.
13. PM & CS may discuss other issues regarding the development of the criteria.
14. Below is a recommended format to be used when developing your criteria

**Project Detail Information**

1. Note to CS/PM: Each of the elements stated within your criteria above must correspond to a specific question below. Do not create compound questions with multiple components within each question. Keep the questions simple so the bidder can provide accurate (yes / no) responses. This will make your evaluation faster and simpler.



**Responsibility Detail & Attestation Form  
Project Example Sheet for Bidder**

**The Bidder is required to complete a separate Project Example Sheet for each project identified.**

Bidder's Company Name: \_\_\_\_\_

Statement of Criteria: The Bidder shall demonstrate past experience and competence in managing and/or performing no less than @\_\_\_\_ substantially completed @\_\_\_\_ construction projects within the last @\_\_\_\_ years, @where the total contract price of each project was at least @\$\_\_\_\_\_. @ where the cumulative contract price of all the identified projects totaled at least @\$\_\_\_\_\_, @and the Bidder acted as a prime contractor or a subcontractor on the project. Such project experience shall also meet of the following requirements as described within the Contract Documents:

1. @
2. @
3. @

@For each identified project, the Bidder is required to meet all of the criteria set forth above.

OR

@For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide project examples which demonstrate their experience and competence with each of the identified criteria.

Project Information			
Project Name:			
Project Summary:			
Scope of work performed:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: <i>(or person who can verify experience)</i>		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Project Detail Information			
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.		<b>Yes</b>	<b>No</b>
@Did the Bidder manage the work on this project?	<input type="checkbox"/>	<input type="checkbox"/>	
@Did the Bidder perform the work on this project?	<input type="checkbox"/>	<input type="checkbox"/>	
@Was this Bidder responsible for managing multiple subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>	
@Was this a @____ type of construction project?	<input type="checkbox"/>	<input type="checkbox"/>	

@Was the work performed within a @_____ facility?	<input type="checkbox"/>	<input type="checkbox"/>
@Did this project require the Bidder to respond to calls for work within @ hours on a 24-hour basis?	<input type="checkbox"/>	<input type="checkbox"/>
@Did this project include the removal of regulated materials (lead, asbestos, PCB's, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>
@Did this project include the disposal of regulated materials (lead, asbestos, PCB's, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>
@Does the Bidder have @ (federal funding source) project experience?	<input type="checkbox"/>	<input type="checkbox"/>



**Responsibility Detail & Attestation Form**  
**Project Example Sheet for @Specialty Work**

**The Bidder is required to complete a separate Project Example Sheet for each project identified.**

Bidder's Company Name: \_\_\_\_\_

Name of Firm Performing @Specialty Work: \_\_\_\_\_

Statement of Criteria: The Bidder shall demonstrate that the firm(s) responsible for performing the @\_\_\_\_\_ work has past experience in managing and/or performing no less than @\_\_\_\_\_ construction project(s), where the @\_\_\_\_\_ portion(s) of the work was substantially completed within the last @\_\_\_\_\_ years, @where the price of the @ work for each identified project was at least \$\_\_\_\_\_. @ where the cumulative price of the @\_\_\_\_\_ work for all identified projects totaled at least \$\_\_\_\_\_. Such project experience shall also meet the following requirements:

1. @
2. @
3. @

@For each identified project, the Bidder is required to meet all of the criteria set forth above.

OR

@For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide project examples which demonstrate their experience and competence with each of the identified criteria.

Project Information			
Project Name:			
Project Summary:			
Scope of work performed:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: <i>(or person who can verify experience)</i>		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Project Detail Information	Yes	No
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.		
@Did the @Specialty Contractor manage the @_____ work on this project?	<input type="checkbox"/>	<input type="checkbox"/>
@Did the @Specialty Contractor perform the @_____ work on this project?	<input type="checkbox"/>	<input type="checkbox"/>
@Did the Specialty Contractor install @_____ type of system?	<input type="checkbox"/>	<input type="checkbox"/>
@Was the work performed within a @_____ facility?	<input type="checkbox"/>	<input type="checkbox"/>



@Was the Specialty Contractor responsible for the removal of regulated materials (lead, asbestos, PCB's, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>
@Was the Specialty Contractor responsible for the disposal of regulated materials (lead, asbestos, PCB's, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>



**Responsibility Detail & Attestation Form**  
**Project Example Sheet for @Project Manager**

**The Bidder is required to complete a separate Project Example Sheet for each project identified.**

Bidder's Company Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

**Statement of Criteria:**

@Project Manager. The Bidder shall demonstrate that the Project Manager and/or Contractor's Designated Representative has experience in managing the day-to-day activities on no less than @\_\_\_\_\_ substantially completed @\_\_\_\_\_ construction projects within the last @\_\_\_\_\_ years @each with a contract price of at least @ \$\_\_\_\_\_. @ where the cumulative contract price of all the identified projects totaled at least \$\_\_\_\_\_. Such project experience shall also meet the following requirements:

1. @
2. @
3. @

@For each identified project, the Bidder is required to meet all of the criteria set forth above.

OR

@For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide project examples which demonstrate their experience and competence with each of the identified criteria.

Project Information			
Project Name:			
Project Summary:			
Scope of work performed:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: <i>(or person who can verify experience)</i>		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Project Detail Information	Yes	No
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.		
<u>@Was the Project Manager responsible for negotiating change orders?</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>@Was the Project Manager responsible for managing the schedule of the work performed on the project?</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>@other</u>	<input type="checkbox"/>	<input type="checkbox"/>



**Responsibility Detail & Attestation Form**  
**Project Example Sheet for @On-Site Superintendent**

**The Bidder is required to complete a separate Project Example Sheet for each project identified.**

Bidder's Company Name: \_\_\_\_\_

Superintendent's Name: \_\_\_\_\_

**Statement of Criteria:**

@On-site Superintendent. The Bidder shall demonstrate that the @On-site Superintendent has experience in managing the day-to-day on-site activities on no less than \_\_\_\_\_ substantially completed @\_\_\_\_\_ construction projects within the last @\_\_\_\_\_ years @each with a contract price of at least @\$\_\_\_\_\_. @ where the cumulative contract price of all the identified projects totaled at least \$\_\_\_\_\_. Such project experience shall also meet the following requirements:

1. @
2. @
3. @

@For each identified project, the Bidder is required to meet all of the criteria set forth above.

**OR**

@For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide project examples which demonstrate their experience and competence with each of the identified criteria.

Project Information			
Project Name:			
Project Summary:			
Scope of work performed:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: <i>(or person who can verify experience)</i>		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Project Detail Information		
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.	Yes	No
<u>@Did the Superintendent manage the on-site day to day activities for this project?</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>@ other</u>	<input type="checkbox"/>	<input type="checkbox"/>



**Responsibility Detail & Attestation Form**

**Project Example Sheet for @Other**

**The Bidder is required to complete a separate Project Example Sheet for each project identified.**

Bidder's Company Name: \_\_\_\_\_

@ Other's (ex Scheduler) Name: \_\_\_\_\_

**Statement of Criteria:**

@Other. The Bidder shall demonstrate that the identified individual has @scheduling experience on no less than @\_\_\_\_\_ substantially completed @\_\_\_\_\_ construction projects within the last @\_\_\_\_\_ years @each with a contract price of at least @\_\_\_\_\_. @ where the cumulative contract price of all the identified projects totaled at least @\$\_\_\_\_\_. Such project experience shall also meet the following requirements:

1. @
2. @
3. @

@For each identified project, the Bidder is required to meet all of the criteria set forth above.

**OR**

@For each identified project, the Bidder is not required to meet all of the criteria set forth above; however, the Bidder shall provide project examples which demonstrate their experience and competence with each of the identified criteria.

Project Information			
Project Name:			
Project Summary:			
Scope of work performed:			
Owner's Company Name:		Owner's Telephone Number:	
Owner's Project Manager's Name: <i>(or person who can verify experience)</i>		Owner's Project Manager Telephone Number:	
Owner's Project Manager's Email:			
Contract Price:		Substantial Completion Date:	

Project Detail Information		Yes	No
For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response.			
@Did the project scheduling involve the development of a cost loaded schedule?		<input type="checkbox"/>	<input type="checkbox"/>
@Did the project scheduling involve the development of a resource loaded schedule?		<input type="checkbox"/>	<input type="checkbox"/>
@Other		<input type="checkbox"/>	<input type="checkbox"/>



**RESPONSIBILITY ATTESTATION**

The low responsive Bidder and the second low Bidder shall be required to complete and sign this Responsibility Attestation as specified in Section 00440. **This completed and certified Responsibility Detail & Attestation Form (Attachment 1) shall be submitted electronically (pdf) via email, to the Contract Specialist identified in Section 00020, Invitation to Bid.**

**Attestation Requirement:** By completing this Responsibility Detail & Attestation Form (Attachment 1), the Bidder is certifying that the information contained within Responsibility Detail & Attestation Form (Attachment 1), and any additional information requested by the County, is true and complete. The Bidder's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Bidder's bid, revocation of award, or contract termination, and/or may impact the Bidder's ability to bid on future projects with King County.

**Project:** ContractTitle, C@@@@@C@@@

The information provided herein is true and complete.	
_____ Signature of Authorized Representative	_____ Date
Print Name and Title: _____	

Bidder General Information

Bidder's Legal Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

@Legal Name and Members of Joint Venture: \_\_\_\_\_



**King County**  
**Metropolitan King County Council**  
**Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	9	<b>Name:</b>	Greg Doss
<b>Proposed No.:</b>	2016-0158	<b>Date:</b>	September 13, 2016

**SUBJECT**

A motion approving a scoping report that identifies a process to determine the County's future operational and space needs in the downtown Seattle campus.

**SUMMARY**

The Facilities Management Division (FMD), Downtown Civic Campus Scoping Report summarizes the processes necessary for King County to create its first downtown Seattle Civic Campus Strategic Facility Plan. The report responds to a \$720,000 proviso on the Facilities Management Division's operating budget as adopted in the 2015/2016 Biennial Budget Ordinance (Ordinance 17941, Section 121, as amended by Ordinance 18110, Section 55, Proviso P1). The report outlines a blueprint for the identification of each Department's future operational and space needs as well as the analytical and planning framework necessary to determine specific recommendations around buildings, phasing plans, campus-wide development guidelines and infrastructure improvements.

FMD's scoping report indicates that a full implementation of a facilities planning process would require 2.7 years to complete and approximately \$3.5 million dollars to fund. Executive staff have indicated that the planning process might be scalable and could be completed at less cost and potentially quicker than 2.7 years.

Today, the Executive plans to discuss its proposal for funding in the 2016-17 Biennial Budget a Strategic Facilities Plan. Approval of the proposed motion would release the provisoed funds.

**BACKGROUND**

The Executive's Proposed 2015/2016 Biennial Budget included \$1,226,750 for CIP project 1124472 – Courthouse System Revitalization. The project was intended to address the aging Courthouse infrastructure systems by beginning the process of identifying funding and phasing alternatives, as well as preparing as-built structural documentation. According to the Executive, this is a critical first step in preparation for developing a proposal for a comprehensive project which includes mechanical, electrical, plumbing and window-related work. The County Auditor has indicated that a

rough order of magnitude cost estimate for project completion is within a range of \$75 million to \$300 million.

**Courthouse Revitalization Capital Project Budget Proviso:** The Council included the following proviso on this project in the Adopted 2015/2016 Biennial Budget, calling for a report on the Courthouse building systems, prior to deciding how to approach and fund the project:

*Of the appropriation for capital project 1124472, courthouse system revitalization, \$500,000 shall not be expended or encumbered until the executive transmits a report on the King County Courthouse building systems and a motion that approves the report and the motion is passed by the council. The report shall include, but not be limited to:*

- A. A building alternative analysis;*
- B. A list of possible projects, reported by system or task;*
- C. The estimated costs for each possible project, reported by system or task;*
- D. A risk assessment and any risk mitigation plans for possible projects;*
- E. A prioritization for possible projects;*
- F. The estimated timelines for possible projects;*
- G. The status of locating as-built structural documentation;*
- H. A discussion of the historical significance of the building and how the historical designation could affect the project; and*
- I. Any work done to investigate or access state, federal or other funding sources in support of the project.*

**King County Auditor's Management Letter:** The King County Council adopted Ordinance 16764 on March 1, 2010 which charged the Joint Advisory Group (JAG), in consultation with the King County Auditor's capital projects oversight program, with determining which capital projects should be considered 'high-risk'. The Courthouse Revitalization Project received the highest capital project risk score in 2015 (twice the average of the other 18 projects considered), and Council requested that the project be added to the Auditor's work program.

Pursuant to the Auditor's review of the project, the Auditor published a Management Letter on August 25, 2015, evaluating actions taken on the project to date and providing recommendations about broader space planning issues for King County facilities. The letter also recommended the suspension of the Facility Management Division's current procurement process. The report from the Auditor's Office summarizes the issues as follows:

- The County faces a critical decision about whether to spend over \$100 million either to replace old and failing systems or to pursue an alternative that might better meet its needs. The Courthouse Revitalization Project could commit the county to one option without first thoroughly analyzing possible alternatives.
- FMD's planned alternatives analysis (required by the County Council's proviso) would not take into account the future operational needs of the county or the

needs of the downtown campus as a whole, both of which the auditor deems necessary for a thorough alternatives analysis.

- The County needs a plan to manage risks while it is selecting and implementing an alternative, since courthouse systems failures could impact the ability of the county to conduct business.

**Scoping Report Proviso:** On September 14, 2015 the County Council approved an amendment to the 2015 Omnibus Budget, placing a new proviso on the Facilities and Management Division's operating budget. The newer proviso restricts expenditure of \$720,000 of FMD's operating budget, pending Council approval of the Executive's transmittal of a Scoping Report by March 1, 2016 on the County's future operational and space needs in the downtown Seattle campus as a whole. The Executive is also directed to update the Real Property Asset Management Plan (RAMP) by March 1, 2016, as mandated by the King County Code.

*Of this appropriation, \$720,000 shall not be expended or encumbered until the executive transmits a scoping report on the county's future operational and space needs in the downtown Seattle campus as a whole and updates the Real Property Asset Management Plan as mandated by K.C.C. 20.12.100 and a motion that approves the report and the motion is passed by the council. The scoping report shall include, but not be limited to:*

*A. A plan for identification of the tenants' future operational and space needs within King County's downtown Seattle civic campus through 2025, including, but not limited to, total useable square feet, a list of current King County operations, staffing and space utilized at each location, current unoccupied, useable square feet at each location, and potential funding alternatives, including public/private partnerships. The civic campus shall include, but is not limited to, the following properties and the tenants thereof:*

- 1. The King County Courthouse;*
- 2. The Chinook building;*
- 3. The King County Administration building;*
- 4. Vacant land adjacent to the Goat Hill parking garage;*
- 5. The Yesler building; and*
- 6. 420 Fourth Avenue;*

Executive staff testified at a hearing of the Government Accountability and Oversight Committee on September 14, 2015 that they intended to use funds from the Courthouse Revitalization Capital Project to produce the requested Scoping Report and RAMP update. They also committed to postpone action on the request for proposal (RFP)

associated with the Courthouse Revitalization Project, while the Scoping Report was under production.

Finally, Executive staff indicated that it would be inappropriate for PSB or FMD to undertake work on the Capital Budget Proviso until after the Scoping Report was submitted to the Council. Executive staff added that it would not be possible to complete the Capital Project Budget Proviso response by April 1 (the due date in the Adopted CIP Budget) if efforts are focused on the Scoping Report.

In response to this request, the Council included in the Mid-Biennial Budget Ordinance (2016-0011) a revision to the deadline for the Capital Budget Proviso: April 1, 2016 to September 2, 2016. The rationale for moving the proviso was to give the Executive time to complete a Scoping Report (addressed below) before completing the Buildings Alternatives Analysis required in the proviso response.

### **Government Accountability and Oversight Committee Hearing on April 26, 2016:**

In the first hearing on the Scoping Report proviso, GAO members expressed some concern that the Executive had begun work with a contractor to obtain information necessary to respond to the Capital Budget proviso, and that some of that work may be unnecessary if the County chose to sell the Courthouse. In an effort to keep all options available, members asked that future spending be restricted to only those expenditures that were necessary to maintain the building or decide whether or not to fix or sell the building. Members tasked staff to work with the Executive to identify a path forward that would allow the Executive to respond to the Courthouse Capital Budget proviso, but restrict spending so that funding was not used in a way that assumed that the County would retain the building.

### **First Omnibus Budget:**

On July 18, 2016, the Council passed Ordinance 18319, which was the first Omnibus Budget of 2016. Pursuant to Council direction in the April 26<sup>th</sup> hearing, staff worked with the Executive to draft an Expenditure Restriction for the Courthouse Project. The restriction approved the spending that had been done to-date (e.g. spending on the RAMP) as well as establishing principles for future spending. This ER was adopted as part of the Omnibus Budget:

#### ***ER7 EXPENDITURE RESTRICTION:***

*Of the appropriation for capital project 1124472, courthouse system revitalization, \$1,220,000 shall be expended or encumbered solely for one or more of the following:*

- A. To gather data or information necessary to inform a decision about whether the Council should revitalize or redevelop the King County Courthouse;*
- B. To gather data or information necessary for preparation of the RAMP update, the scoping report, or a strategic facilities plan for the county's downtown civic campus;*

*C. To fund those routine repairs and maintenance of building systems necessary for continued, safe operations of the King County Courthouse over the next five years; and*

*D. To undertake risk management planning activities, if the executive determines such activities are a worthwhile use of the funding.*

### **Courthouse and Civil Campus Panel Discussion:**

On July 12, 2016, as part of the review of the Scoping Report, the GAO Committee collected additional information from subject matter experts. The Committee heard from three of Seattle's most prominent developers on the potential for redeveloping the County Courthouse or other properties in the County's downtown portfolio.

1. Kevin Daniels, President, Daniels Real Estate
2. Greg Johnson, President, Wright Runstad & company
3. Greg Smith, Chief Executive Officer, Urban Visions

The Panel offered a variety of information and opinions about how King County might take a holistic look at its downtown campus and address future facility needs. Some potential options mentioned included movement of the County's facilities into one location / building.

### **Emergency Appropriation to fix the Electrical Conduit:**

Earlier this year, in response to a King County Council's 2015/2016 budget proviso on the Courthouse's Capital project, the Facilities Management Division retained a consultant (Clark Design Group, PLLC) to conduct a building analysis of the King County Courthouse. According to Executive staff, the consultant's report identified several systems in need of repair and replacement, including electrical and low voltage systems, heating ventilation and air conditioning, and plumbing. Executive staff indicate that the electrical system "has been identified as a high priority and needs to be addressed immediately" based on a low probability of a catastrophic failure that could cause extensive damage.

The Executive transmitted an appropriations ordinance (Proposed Ordinance 2016-0425) on August 22, 2016, which includes a determination of emergency, to enable this work to proceed on an expedited basis. This ordinance (18341) was passed by the full Council on August 29, 2016.

### **ANALYSIS OF SCOPING REPORT PROVISO**

The Executive's response to the Scoping Report proviso was transmitted on March 1, 2016. The response outlines an approach to developing a Strategic Facility Plan (SFP), a first step in developing a downtown Seattle Civic Campus Master Plan for the County. The SFP would set forth the County goals, guiding principles, cost analysis, and future projections of operational and facility needs.

Prior to developing the plan for the scoping report, FMD researched various agencies and sources on what processes, information and analysis is typically considered in these types of studies. After reviewing this information, FMD was able to determine that a common framework exists among the various types of facility planning documents. The Executive indicated that the plans generally contain: 1) a long range vision of the organization, 2) an analysis of the existing facilities, 3) a future facility needs analysis, and 4) recommendations for future development concepts.

The Executive has indicated that this general structure is described in The International Facility Management Association (IFMA) document "Strategic Facility Planning: A White Paper." As defined in this document, the Strategic Facility Plan (SFP) identifies the type, quantity, and location of spaces required to support the organization's initiatives based upon the organization's vision.

**Budget and Schedule for Strategic Facility Plan:** The Executive's estimated costs to create the Strategic Facilities Plan are primarily driven by consultant fees and staffing for FMD's efforts. The total estimated cost to create a Strategic Facilities Plan is approximately \$3.5 million. Each phase requires an extensive effort which is broken down into tasks and associated costs as summarized in Table 2 of the report on page 9. Estimated costs include a 20% project contingency.

**RAMP Update:** As required by the \$720,000 proviso on the Facilities Management Division's operating budget as adopted in the 2015/2016 Biennial Budget Ordinance (Ordinance 17941, Section 121, as amended by Ordinance 18110, Section 55, Proviso P1), the Executive submitted to the Council on March 1, 2016 an update to the Real Property Asset Management Plan. The RAMP is a policy guidance document for the management of King County real property assets for which the FMD is responsible. It is a sub-element of the Public Facilities section of the King County Comprehensive Plan. The Executive has indicated that the 2016 RAMP prioritizes updating baseline space planning data that would be needed for the development of a downtown civic campus plan, the status of projects highlighted in the 2013 RAMP, and new developments in terms of near term space needs that have emerged since the last update.

The updated RAMP focuses on the same buildings and geographic area that would be covered by a downtown Strategic Facilities Plan, but addresses only the needs that must be met within the next two to four years. It highlights much of the data that would be collected as part of a Strategic Facilities Plan, but stops short of conducting the thorough, longer term, vision and needs analyses that are noted in the Scoping Report.

**Next Steps:** The Executive has indicated that robust and inclusive strategic facility planning is a recommended practice and that it requires considerable resources. The Executive has also noted that the \$50 million projected General Fund biennial budget deficit, along with the backlog of major maintenance and agency requested capital improvements, makes the prioritization of long term planning over immediate needs a challenging decision.

Today, the Executive plans to discuss its proposal for funding in the 2016-17 Biennial Budget a Strategic Facilities Plan. Approval of Proposed Motion 2016-0158 would release the provided funds. The Committee may also additionally or instead direct staff to analyze the Executive's proposal as part of the 2015-16 Biennial Budget review process.

**ATTACHMENTS:**

1. Motion 2016-0158 and attachment
2. King County Auditor's Office Management Letter, dated August 25, 2015

**INVITED:**

1. Tony Wright, Director, Facilities Management Division
2. Elissa Benson, Deputy Director, Facilities Management Division

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**KING COUNTY**  
**Signature Report**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**July 11, 2016**

**Motion**

**Proposed No.** 2016-0158.1

**Sponsors** von Reichbauer

1           A MOTION approving the scoping report process to  
2           identify the county's future operational and space needs in  
3           the downtown Seattle campus in response to the 2015/2016  
4           Biennial Budget Ordinance, Ordinance 17941, Section 121,  
5           as amended by Ordinance 18110, Section 55, Proviso P1.

6           WHEREAS, the 2015/2016 Biennial Budget Ordinance, Ordinance 17941,  
7           Section 121, as amended by Ordinance 18110, Section 55, Proviso P1, states that  
8           \$720,000 of the appropriation to the facilities management internal service fund shall not  
9           be expended or encumbered until the executive transmits a scoping report on the county's  
10          future operational and space needs in the downtown Seattle campus as a whole and  
11          updates the Real Property Asset Management Plan as mandated by K.C.C. 20.12.100, and  
12          motion that approves the report and the motion is passed by council, and

13          WHEREAS, the King County executive hereby transmits to the council a scoping  
14          report on the county's future operational and space needs in the downtown Seattle  
15          campus and by this motion seeks approval of the scoping report, and

16          WHEREAS, the scoping report is submitted by the facilities management division  
17          to fulfill the proviso obligation regarding the civic campus plan;

18          NOW, THEREFORE, BE IT MOVED by the Council of King County:

19           The scoping report process to identify the county's future operational and space  
20 needs in the downtown Seattle campus, Attachment A to this motion, is hereby approved.

21

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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J. Joseph McDermott, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Facilities Managment Division Downtown Civic Campus Scoping Report Proviso Response

Attachment A

Facilities Management Division  
Downtown Civic Campus Scoping Report  
Proviso Response

Ordinance 18110  
King County 2015/2016 Budget  
Section 55, Proviso P1  
March 2016

# Scoping Report

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# Scoping Report

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## 1. Introduction

As part of the 2015-2016 Capital Budget, \$1,226,751 was appropriated for project number 1124472 KCCH Mechanical Systems Revitalization. This project was originally envisioned to do an in-depth study of the mechanical systems in the King County Courthouse (KCCH). However, based on concerns about the potential cost of \$100 million to \$200 million to replace mechanical and other systems, the King County Council, in September 2015, included a proviso in ordinance 18110 to develop a scoping report to outline a process to evaluate the County's future operational and space needs. This proviso had the effect of placing on hold the mechanical system study. The full text of this proviso is shown below:

King County Ordinance 18110, Section 55, Facilities Management Division Internal Service Fund:

*"PI PROVIDED THAT:*

*Of this appropriation, \$720,000 shall not be expended or encumbered until the executive transmits a scoping report on the county's future operational and space needs in the downtown Seattle campus as a whole and updates the Real Property Asset Management Plan as mandated by K.C.C. 20. 12.100 and a motion that approves the report and the motion is passed by the council. The motion shall reference the subject matter, the ordinance number, the ordinance section number and the proviso number in both the title and body of the motion.*

*The scoping report shall include, but not be limited to:*

*A. A plan for identification of the tenants' future operational and space needs within King County's downtown Seattle civic campus through 2025, including, but not limited to, total useable square feet, a list of current King County operations, staffing and space utilized at each location, current unoccupied, useable square feet at each location, and potential funding alternatives, including public/private partnerships. The civic campus shall include, but is not limited to, the following properties and the tenants thereof:*

- 1. The King County Courthouse;*
- 2. The Chinook building;*
- 3. The King County Administration building;*
- 4. Vacant land adjacent to the Goat Hill parking garage;*
- 5. The Yesler building; and*
- 6. 420 Fourth Avenue;*

*The executive must file the motion required by this proviso by March 1, 2016, in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff, the policy staff director and the lead staff for the government accountability and oversight committee, or its successor.*

# Scoping Report

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This report is in response to the portion of this proviso related to the scoping report on the County's future operational and space needs in the downtown Seattle campus. It outlines the Facilities Management Division's (FMD) proposed approach to develop a Strategic Facility Plan (SFP), a first step in developing a downtown Seattle Civic Campus Master Plan for the County. The SFP would set forth the County goals, guiding principles, cost analysis, and future projections of operational and facility needs.

## 2. Methodology

Prior to developing the plan for the scoping report, FMD researched various agencies and sources on what processes, information and analysis is typically considered in these types of studies. Of the information that was reviewed, the following plans were found to be the most helpful in understanding the approach generally taken by public agencies in assessing future space needs:

1. University of Kansas. *2014-2024 Campus Master Plan*, 2014.
2. King County. *District Court Facility Master Plan*. 2007.
3. Minnesota State Colleges and Universities. *Comprehensive Facilities Plan Update Guidelines*. September 2015.
4. Minnesota State Colleges and Universities. *Comprehensive Facilities Plan Update Process*. September 2015.
5. City of Seattle. *Seattle Municipal Civic Center Master Plan*. June 1999.
6. University System of Georgia Board of Regents. *Physical Master Planning Template*. 1996.

After reviewing this information, FMD was able to determine that a common framework exists among the various types of facility planning documents. These plans generally contain: 1) the long range vision of the organization, 2) an analysis of the existing facilities, 3) future facility needs analysis, and 4) recommendations for future development concepts. This general structure is described in The International Facility Management Association (IFMA) document "Strategic Facility Planning: A White Paper." As defined in this document, the Strategic Facility Plan (SFP) identifies the type, quantity, and location of spaces required to support the organization's initiatives based upon the organization's vision. The diagram below identifies the process of how an SFP is developed around four components: Understanding (data gathering), Analysis, Planning, and Acting.

# Scoping Report

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Figure 1. SFP Process



## Components of the Strategic Facility Plan (SFP)

### Understanding

This portion of the SFP gathers information about the organization such as: long term vision/mission, inventory of existing facilities, an assessment of the facilities condition, future space and functional requirements, and financial resources.

### Analysis

Once the data gathering phase is completed, an analysis is then undertaken to compare how the current inventory and condition of the facilities align with the future needs. This process identifies the gap that must be addressed in the planning phase.

### Planning

Once the gap between the current conditions and future needs is fully understood, the planning phase develops alternatives or scenarios to solve the gap while considering the constraints and opportunities available to the organization, and identifies a preferred recommendation.

### Acting

In this phase, the recommendations of the SFP would inform the development of a detailed master plan that would include specific plans for a building, phasing plans, campus wide development guidelines, and infrastructure improvements. After master plan completion, a more detailed level tactical plan could be developed that aligns the county's budgeting and planning cycles.

As described above, the Strategic Facility Plan guides the Master Plan. The Master Plan is more site specific and provides the framework for the development of the physical environment. The table below shows the major components of each type of facility plan and helps distinguish between them.

# Scoping Report

**Table 1. Comparison of plan types**

Strategic Facility Plan	Master Plan	Tactical Plan
Existing Conditions Analysis	Site-specific physical plan for buildings	Maintenance Schedules/plans
Organizational needs statement	Infrastructure and systems within the site	Operational Plans
Gap Analysis	Aesthetics of buildings and grounds	Building floor plans/ stacking plans
Alternatives and possible recommendations for new space/buildings	Phasing plan for buildings	Architectural designs/ configurations
Facility cost projections/life cycle cost analysis	Construction estimates	Operating budgets
Capacity analysis and use recommendations	Engineering assessments	Floor plans or occupancy charts

(IFMA, Strategic Facility Planning: A White Paper, 2009, page 8)

This approach recommended by the IFMA was used to develop the scope of work, cost, and schedule required to identify the County’s future operational and space needs in the downtown Seattle campus. An example outline of the resulting Plan’s contents is included in Appendix 1.

## 3. Strategic Facility Plan Scope (Scoping Report)

### A. Understanding (Data gathering)

During this phase of the SFP, FMD and their consultants perform extensive work to gather data related to developing the guiding principles for the long range vision of the downtown campus, operational needs of County agencies within the campus, and an inventory and assessment of the conditions of facilities. This information will be collected from existing sources, or developed by either FMD or consultants, and will generally fall into four components:

#### 1. Guiding Principles (Long term Vision/Mission)

The project team, made up of representatives from the various County agencies and County leadership, will help define a unified vision for the future of the King County campus through a series of facilitated workshops. The unified vision will consist of guiding principles for the project that could include equity and social justice, environmental stewardship, and fiscal responsibility, and concepts and goals for the project such as enriching the public experience and designing for flexibility.

#### 2. Operations

- a. Budget and Growth projections
- b. Staffing projections
- c. Future space needs

The collection of information related to county agencies will require a substantial internal effort for each agency to identify their current operations, staffing, and space utilization, as well as the

# Scoping Report

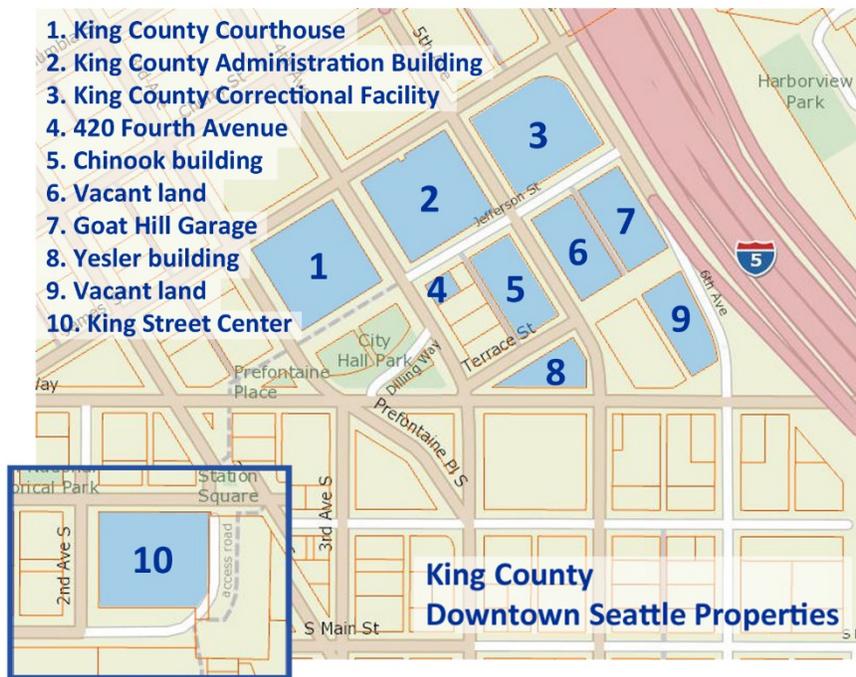
foresight to project their future operational and space needs over the next ten years. This information will be developed using the County’s business plan model or through a series of agency meetings, interviews, and questionnaires delivered by the project team and consultants.

### 3. Existing Facilities

- a. Inventory of downtown Seattle properties (Figure 2)
- b. Condition

FMD and their consultants will collect information to document and assess the current conditions of our campus, neighborhood, and facilities. Building systems covered in the condition assessment include mechanical, electrical, structural, building envelope, accessibility, energy use, hazardous material inventory, and code compliance. The assessment will include deferred maintenance, current and upcoming projects, and corrective costs for each facility. The consultants will identify the space utilization of each facility to determine its overall efficiency of space. A more detailed assessment of the King County Courthouse (Courthouse System Revitalization Assessment Project) will be underway by end of the first quarter of 2016.

Figure 2. King County Downtown Seattle Properties



Though not specifically identified in the proviso, FMD recommends the inclusion of the King Street Center (KSC) in the Downtown Campus planning process due to its close proximity and the importance of the county KSC tenants in the larger context of the long term service delivery vision/mission of the County.

# Scoping Report

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## 4. Financial Resources

The Office of Performance, Strategy and Budget, FMD, and the consultant will identify potential sources of funds that could possibly provide funding for the implementation of the SFP, master plan and tactical plans. Possible sources of funding may include:

- a. Property Sales
- b. Land values
- c. Development rights
- d. Operational savings
- e. Bond Financing
- f. Voter approved levy
- g. Public private partnerships
- h. Leases to non-county tenants

## B. Analysis

Comparing the needs and vision with current conditions creates the gap analysis. This process identifies the deficiency in the existing facilities and associated conditions relative to King County's future operational needs, principles, and goals generated in the Understanding phase of the SFP process.

## C. Planning (Alternatives Analysis)

Using the information gathered in the previous phases, the consultants work with the project team to develop alternative scenarios that would resolve the gap between the future facility needs and the existing facilities. Analysis of each alternative would assess its responsiveness to the guiding principles, capacity to meet future space needs, initial cost, ongoing operating cost, schedule, and financing options. The project team then selects a preferred alternative for approval after receiving input from various stakeholders.

The project team creates, and at this phase, finalizes the Plan's design guidelines that incorporate King County code requirements and values such as accessibility, sustainable design, energy efficiency, as well as a framework for the design of space, wayfinding, and aesthetics. These design guidelines together with the project's guiding principles, goals, and program form the visual and logical concepts for the recommended alternative. The project consultants, with guidance from the team, develop the preferred alternative with more detail to create a feasible solution to meet the County's needs and goals. That preferred alternative would be subject to the approval of the County Executive and County Council.

## D. Action Plan

In this phase of the SFP, a preferred alternative for the long term development of the downtown campus would be recommended. Consideration of this alternative would be reviewed by elected officials and a tactical plan would be developed to implement the vision. It is anticipated that the first step in implementing the SFP would be the development of a comprehensive Master Plan for the downtown campus that would include Master Plan Guidelines, specific plans for each facility, phasing plans, and cost estimates.

# Scoping Report

## 4. Budget and Schedule for Strategic Facility Plan

### A. Budget

The costs to create the Plan are primarily driven by consultant fees and staffing for FMD’s efforts. The total estimated cost to create the Plan is approximately \$3.5 million. Each phase requires an extensive effort which is broken down into tasks and associated costs as summarized in Table 2. Estimated costs include consultant fees, FMD costs, and a 20% project contingency. This estimate does not include costs for client agency time.

### B. Schedule

The project commencement date is partially dependent on the date of County Council and County Executive approval of the project and capital appropriation. The project duration is based on the estimated length of time to complete each task. A summary of the estimated durations of each phase is shown in Table 2 below.

Table 2. SFP Budget and Schedule

Phase	Task Summary	Estimated Costs	Duration (months)
<b>1. Understanding</b>			
<b>Project Initiation*</b>	Identify and assemble project team	\$286,000	10
	Consultant Selection	(FMD \$146k, Consultant \$140k)	
	Develop vision, guiding principles, concepts, and goals		
	Engage stakeholders and community		
	Create Project Charter and Project Management Plan		
<b>Existing Conditions Analysis*</b>	Analysis of campus context	\$522,000	6
	Inventory and assess facilities	(FMD \$268k, Consultant \$254k)	
	Create report of existing conditions		
<b>Facility Needs Analysis*</b>	Identify operational and space needs by agency	\$403,000	7
	Identify campus-wide operational and space needs	(FMD \$207k, Consultant \$196k)	
	Create Facilities Needs Analysis report		
<b>2. Analysis</b>			
	Identify gaps in existing conditions and county needs	\$150,000	6
	Create Gap Analysis report	(FMD, Consultant \$75k)	
<b>3. Planning</b>			
<b>Alternatives Analysis</b>	Develop solutions and concepts to address county needs	\$1,285,000	8
	Create Alternative Plans report	(FMD \$660k, Consultant \$624k)	
	Select preferred alternative		
<b>4. Action Plan</b>			
<b>Recommendation</b>	Develop preferred alternative	\$185,000	4
	Create recommendation report	(FMD \$95k, Consultant \$90k)	

# Scoping Report

<b>Strategic Facility Plan</b>	Create final Strategic Facility Plan	\$79,000  (FMD \$40k, Consultant \$39k)	3
<b>Consultant Cost subtotal</b>		\$1,418,000	-
<b>FMD Cost subtotal</b>		\$1,491,000	
<b>20% Project Contingency</b>		\$581,000	
<b>Totals</b>		\$3,490,000	2.7 years*

\*Phases with some tasks performed at the same time as other phases therefore reducing overall project duration

## 5. Next Steps

Robust and inclusive strategic facility planning is a recommended practice and it requires considerable resources. As itemized in the SFP Budget and Schedule (Table 2 above) the cost to proceed with the planning approach outlined in this scoping report is \$3.5 million. In light of the \$50 million projected General Fund biennial budget deficit, along with the backlog of major maintenance and agency requested capital improvements, prioritizing long term planning over immediate needs is a challenging decision.

In September 2016 FMD will complete a response to the Courthouse Mechanical Systems Revitalization project proviso in the 2015/2016 biennial budget. This proviso requires an evaluation of the condition and projected replacement costs of the courthouse building infrastructure systems. Upon completion of the proviso it is anticipated that \$400,000 of budget will remain available in the Courthouse Mechanical Systems Revitalization project.

The county has a few options with regard to the SFP, the budgeting of the SFP and the use of projected Courthouse Revitalization study budget remaining at completion in September.

1. Strategic Facility Plan (SFP):
  - Approve
  - Approve with modifications
  - Don't approve
2. \$3.5 million SFP cost:
  - Finance and budget the \$3.5 million with the approval of the SFP
  - Consider financing and budget options in the 2017/2018 budget
  - Postpone funding decisions until after the 2017/2018 biennial budget balancing.
3. Projected \$400,000 remaining Courthouse Revitalization budget:
  - Complete the "Existing Conditions Analysis" section of the SFP scope (see pages 7 & 9)

## Scoping Report

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- Fund a portion of the SFP \$3.5 million budget
- Cancel and repurpose for other capital or operating budget needs in the 2017/2018 budget process.

# Scoping Report

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## Appendix 1: King County Downtown Civic Campus Strategic Facility Plan Scoping Outline

### 1. Introduction

- a. Background
- b. Purpose

### 2. Understanding (data gathering)

- a. County guiding principles (Long term Vision/Mission/Goals)
  - i. Vision/Mission
  - ii. Comprehensive Plan
  - iii. Equity and Social Justice
  - iv. Environmental Sustainability
  - v. Fiscal Responsibility
  - vi. Strategic Plans, Policies, and Goals
- b. Operational Needs
  - i. Program
    - 1. Operational needs analysis by agency
      - a. Analysis and 10 year projections
        - i. Current and future operations
        - ii. Current and future staffing
      - 2. Space needs analysis by agency
        - a. Analysis and 10 year projections
          - i. Space use categories
          - ii. Current and future square feet by category
        - b. Adjacencies & circulation by function
          - i. Jail to courtrooms
          - ii. Judges to courtrooms
          - iii. Public to courtrooms, public services
          - iv. Secure spaces
            - 1. Required
            - 2. Preferred
          - v. Non-secure
        - c. Public services
      - 3. Circulation
        - a. Public
        - b. Private
        - c. Secure
        - d. Deliveries
    - ii. Information Technology
    - iii. Security

# Scoping Report

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- c. Existing Facilities
  - i. Context
    - 1. Neighborhood and history
    - 2. Surrounding buildings
      - a. Functional Use
      - b. Floor area ratios
      - c. Height, density, mass characteristics
    - 3. Open space
    - 4. Zoning
  - ii. Inventory
    - 1. King County Courthouse – courtrooms & support offices, public services, offices, work release program
    - 2. The Chinook building – offices, retail, some public services
    - 3. King County Administration building – public services, offices, winter homeless shelter
    - 4. The Yesler building – public services, offices
    - 5. 420 Fourth Avenue – temporary use as homeless shelter through April 2016
    - 6. King Street Center – offices, Metro public services (note: King Street Center is not included in proviso properties list)
    - 7. King County Correctional Facility – detention, courtrooms, support offices (not included in proviso list)
    - 8. Goat Hill Garage (not included in proviso list)
    - 9. Vacant Land adjacent to the Goat Hill Parking Garage
  - iii. Assessment of Facilities
    - 1. Current conditions
    - 2. Space Utilization
    - 3. Vacant useable space
    - 4. Conformity to square footage standards
    - 5. Circulation
    - 6. Adequacy by space type
    - 7. Public Services
  - iv. Circulation
    - 1. Public
    - 2. Private
    - 3. Secure
    - 4. Deliveries

### **3. Gap Analysis (what we have vs. need/want)**

- a. Guiding principles
- b. Building systems
- c. Facility Condition
- d. Operational Needs

# Scoping Report

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- e. Public Service needs
- f. Space Needs
- g. Arrival, access, circulation and transit
- h. Information Technology
- i. Security

## 4. Planning (Alternatives Development)

- a. Alternative One
  - i. Concept
  - ii. Response to Guiding Principles
  - iii. Considerations
    - 1. Political
    - 2. Community
  - iv. Phasing
  - v. Cost
    - 1. Project Cost
    - 2. Financing including public/private partnership
    - 3. Operating
- b. Alternative Two
- c. Alternative Three
- d. Alternative Four

## 5. Recommendations (Action Plan)

- a. Preferred Alternative
  - i. Schematic site plans of campus and surrounding area
  - ii. Opportunities
    - 1. Partnerships, real estate strategies
    - 2. Develop underutilized areas
    - 3. Connected infrastructure
    - 4. Fiscal stewardship
    - 5. Environmental stewardship
    - 6. Integrate Building Information Modeling (BIM)
    - 7. Standardization, consistency through guidelines
    - 8. Develop maintenance guidelines
- b. Master Plan Design Guidelines

# King County Auditor's Office

Kymer Waltmunson, King County Auditor



King County

## MANAGEMENT LETTER

DATE: August 25, 2015

TO: Metropolitan King County Councilmembers

FROM: Kymer Waltmunson, County Auditor 

SUBJECT: King County Courthouse: Costly Revitalization Might Not Meet County Needs

**Several mechanical systems in the King County Courthouse are old and failing, which means the County will face a critical decision about whether to spend over \$100 million either to replace these systems or to pursue an alternative that might better meet its needs.** The Courthouse Revitalization Project proposed by the Facilities Management Division (FMD) would repair aging mechanical systems and make other priority improvements, which could commit the county to one option without first thoroughly analyzing possible alternatives.

**A more thorough analysis of alternatives to the Courthouse Revitalization Project is needed to ensure that the County does not make decisions that could cost hundreds of millions of dollars based on limited information.** A County Council proviso directs FMD to conduct an alternatives analysis, which FMD intends to complete by April 2016. The analysis planned by FMD would not take into account the future operational needs of the county or the needs of the downtown campus as a whole. These are necessary for a thorough alternatives analysis, but county space-planning efforts do not provide an understanding of these needs. This lack of space planning means the alternatives analysis will not provide decision-makers with sufficient information to determine a path forward.

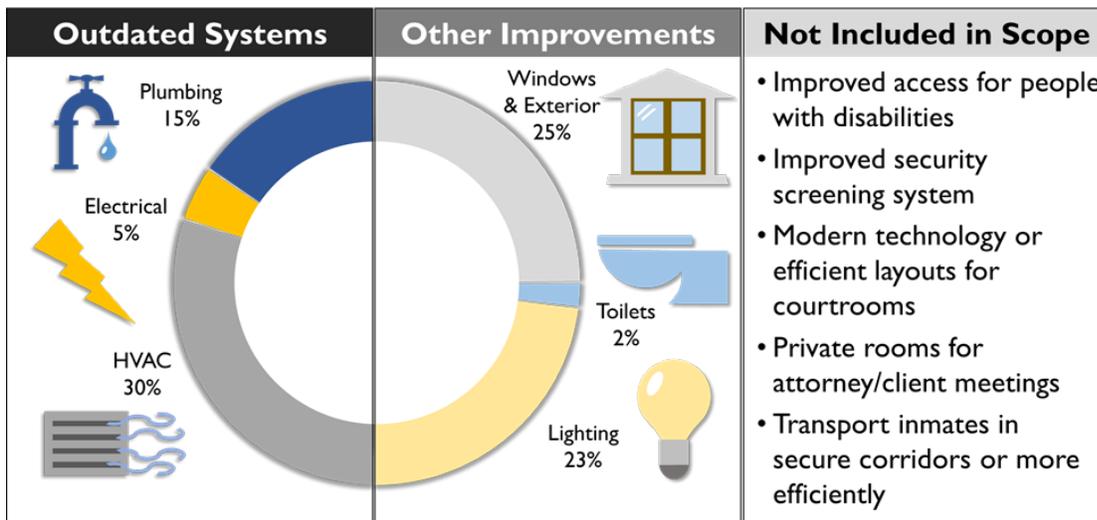
**The County needs a plan to manage risks while it is selecting and implementing an alternative, since courthouse systems failures could impact the ability of the county to conduct business.** The County needs a clear understanding of the risks facing the courthouse as well as an action plan to mitigate those risks. FMD is planning to use a consultant to gather additional information about these risks, but it does not have a documented plan to avoid, mitigate, or respond to the risks of systems failures.

This management letter focuses on our evaluation of actions taken on the project to date, and our overall observations and recommendations about broader space planning issues for King County facilities.

**The Courthouse Revitalization Project is a very large and risky maintenance project supported by the general fund.** Constructed in 1916, the King County Courthouse faces a number of issues, including aging mechanical systems and an outdated design that fails to meet the needs of some of its tenants. Contributions to the major maintenance reserve fund have been insufficient to pay for needed repairs and the replacement of courthouse systems, despite stipulation in King County Code that the fund be fully financed.<sup>1</sup> In 2014, FMD proposed a capital project to revitalize several of these major mechanical systems and make other priority improvements to the building. FMD estimates that this project could cost approximately \$150 million if done all at once and more if each system were repaired one by one.<sup>2</sup> The Courthouse Revitalization Project received the highest capital project risk score in 2015 (twice the average of the other 18 projects considered).<sup>3</sup>

**The proposed scope of the project does not address key operational issues with the courthouse.** Even with an investment of over \$100 million, the proposed project would not address fundamental limitations the courthouse places on county operations. Instead, the scope of the project is restricted to repairing outdated systems, windows, toilets, and lighting. See Exhibit A for examples of some of the operational needs identified by courthouse tenants that are not addressed by the proposed scope. FMD is beginning planning-phase work on the revitalization project with a \$1.2 million appropriation from the major maintenance reserve fund, which is largely supported by the county’s general fund revenues.

**Exhibit A: Half of Courthouse Revitalization Project would repair systems at risk of failure, but project would not address limitations on county operations.**



Source: Auditor’s Office analysis of proposed scope of work. Improvements include removing exterior aluminum panels, restoring historic windows, adding 20 unisex restrooms, and making interior lighting more efficient.

<sup>1</sup> King County Code 4A.200.410(G) requires the major maintenance reserve fund to be fully financed.

<sup>2</sup> FMD’s current cost estimate for the project is a rough order of magnitude estimate with an accuracy range of –50 to +100 percent. This means actual costs could range from approximately \$75 to \$300 million. FMD stated that it is more likely that actual costs will be higher than the estimate in this case.

<sup>3</sup>KCC 4A.130.010 requires the Joint Advisory Group to annually score capital projects estimated to cost more than \$10 million to assess the risk that the project will exceed the budget or schedule or negatively impact the county.

**FMD is proceeding with the proposed scope for a systems revitalization project without first considering other alternatives that might better meet county needs.** FMD is planning to hire a consultant to perform project management services during the current phase of the project and potentially for future phases, if funded. FMD plans to consider prospective consultants' experience in systems revitalization and their approach for managing all phases of a systems revitalization project. However, it is possible that decision-makers could select an alternative other than systems revitalization. Until alternatives are thoroughly analyzed and an alternative selected, hiring a project manager specifically for a systems revitalization project is premature and could waste county resources.

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**Recommendation I** Facilities Management Division should suspend its procurement process to obtain a project manager and seek assistance as needed to manage funded project activities.

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**When determining a scope for this project's budget request, FMD did not have a thorough analysis of a variety of alternatives to systems revitalization to identify whether an alternative approach might better meet the county's needs.** This is in contrast to another recent and similar capital project, which included extensive analysis of alternatives. The Youth Services Center faced a maintenance backlog of \$53 million, which is approximately \$100 million less than the estimates for the courthouse maintenance. After an alternatives analysis, decision-makers opted to replace the facility with the Children and Family Justice Center Project rather than proceed with extensive maintenance investments on the existing buildings.

**An insufficient analysis of alternatives could lead to a decision that does not make the best use of county resources.** A thorough alternatives analysis is a standard best practice for any capital project, but especially for one as large as the Courthouse Revitalization Project.<sup>4</sup> According to best practices, an alternative representing the status quo should also be included to ensure that action is warranted. In this case, the status quo would include making repairs and improvements within available funding. FMD states that analyzing the status quo is unrealistic and unnecessary, since this alternative would risk systems failures of the building. A thorough analysis would compare the baseline costs of the status quo against a diverse range of alternatives. If the analysis does not include a diverse range of alternatives, then the best option might never come before decision-makers, and they may select an expensive option that does not meet the county's needs.

**Alternatives analysis cannot be done well without a better understanding of current and future operational needs of the downtown campus.** According to best practices, an alternatives analysis should focus on meeting the needs of the users. Furthermore, since the

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<sup>4</sup>An alternatives analysis involves identifying, evaluating, and selecting a preferred alternative to best meet an organization's needs. This includes comparing the operational effectiveness, costs, and risks of a variety of potential alternatives.

courthouse is physically and functionally linked with several county buildings downtown, an analysis should include the impact of alternatives on the needs of the downtown campus.

**The county's primary document for comprehensive space planning, the Real Property Asset Management Plan (RAMP), is out of date and insufficient for a thorough alternatives analysis.** The 2013 RAMP has a section for future needs and strategies, but it does not include the Courthouse Revitalization Project, a strategy for the downtown campus, or projections of agency space needs. Without an updated RAMP, an alternatives analysis would likely not reflect the county's needs. An improved RAMP that includes future space and operational needs for county agencies can provide a more accurate basis for alternatives to revitalizing systems in the courthouse.

**County code requires FMD to update the RAMP in 2016, but due to the elimination of its strategic planning staff, FMD does not intend to complete this update.** FMD acknowledges that long-term space planning and understanding the future needs of the entire downtown campus is necessary to make fully informed decisions about investments in the courthouse. However, FMD states that it lacks the time and resources to complete such a comprehensive analysis or to update the RAMP.

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**Recommendation 2** The County Executive should determine the future space needs of the downtown campus and update the Real Property Asset Management Plan as mandated by King County Code 20.12.100.

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**A thorough alternatives analysis based on an updated and improved RAMP could reveal options that address funding challenges to the project and operational challenges to county agencies.** According to best practices, a thorough alternatives analysis should consider a wide range of options that meet the operational needs of stakeholders, such as building tenants. However, several tenants we spoke with said they were unaware of FMD's proposed project and would be interested in exploring alternatives beyond systems revitalization to address the limitations the building design places on their operations. Without a thorough alternatives analysis, informed by the needs of stakeholders, key factors may not be assessed sufficiently to determine whether they can be addressed by this project. These include:

- **The current courthouse layout and need for constant security mean that the building may never be utilized fully or efficiently.** According to the RAMP, the courthouse underutilizes almost a quarter of its floor space, one of the highest underutilization rates among county-owned buildings. For example, if office spaces in a new building had the same density as in the King Street Center, it would require nearly

80,000 fewer square feet of office space for courthouse tenants.<sup>5</sup> This represents almost a third of the 240,000 square feet used for offices in the courthouse.

- **The courthouse does not fully meet the operational needs of the courts or users of the building.** For example, courtrooms are unable to accommodate emerging technology needs, the lack of secure holding facilities near courtrooms makes inmate transportation less efficient, and the layout of the courthouse does not provide private spaces for court employees and customers. In contrast, new facilities around the country and in King County improve on courtroom layouts and reduce the amount of redundant facilities and unused space.
- **The general fund faces a structural shortfall, and there are few alternative sources to fund a \$100 to \$200 million maintenance project.** While FMD recognizes that additional funding options need to be explored, a thorough alternatives analysis might identify a project alternative that could be more likely to have financing options other than the general fund or possibly generate revenue. For example, the Chinook and the Ninth and Jefferson building projects moved tenants into new buildings using private partnerships to fund construction, while voters approved a levy for the Children and Family Justice Center.

Identifying the long-term space needs through an improved RAMP will allow the county to conduct a thorough analysis and consider alternatives that optimize efficiency gains and the type and use of funds for a project of this size and scope.

**FMD plans to complete an alternatives analysis, but this analysis might not be thorough enough for the County Council to make the best decision about the future of the courthouse.** In approving \$1.2 million for project planning, the County Council issued a proviso directing FMD to prepare a report by April 2016 that must include an analysis of alternatives. However, FMD's alternatives analysis will not include space planning, future operational needs, or a strategy for the downtown campus when considering its alternatives. FMD has stated that, based on the RAMP, it assumes the courthouse will continue to be used as it is currently; this assumption could result in the analysis omitting alternatives that might better serve the county's needs. Furthermore, FMD's alternatives analysis will not address the structure of the courthouse, such as its underutilization and the limitations it places on county operations. FMD states that such a thorough analysis is necessary, but beyond the scope of the current appropriation for this project.

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<sup>5</sup> According to the 2013 RAMP, the courthouse uses 258 square feet per employee for those who need regular office space (i.e., this does not include courtrooms or other special function spaces). The King Street Center is currently using 173 square feet per employee. Assuming a new building used 173 instead of 258 square feet per employee for the 926 courthouse employees who need regular office space, it would require nearly 80,000 square feet less than the courthouse currently uses for regular office space.

**Recommendation 3** The County Executive should conduct and report on a thorough alternatives analysis that compares the status quo of maintaining the current courthouse to other viable alternatives based on the future needs of the downtown campus, the updated Real Property Asset Management Plan, and input from stakeholders.

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**FMD’s lack of risk management planning could lead to higher costs to maintain courthouse systems.** Despite studies indicating that critical components of courthouse electrical, HVAC, and water systems are past their useful life and at risk of failure, as of July 2015, FMD did not have a risk management plan for potential courthouse systems failures. A plan will be needed to help maintain operations in the event of systems failures. FMD is planning to use an architectural and engineering consultant to improve information about these risks.

Should systems failures occur in the courthouse, it could impact the ability for the county to continue to conduct business. Additionally, costs for emergency repairs could be higher than costs for proactive solutions. Considering the vital county operations provided by courthouse tenants—including Superior Court, County Council, and the Sheriff’s Office—FMD needs a clear understanding of the risks facing the courthouse as well as an action plan to mitigate those risks.

FMD was unable to produce documentation of the probability or impact of potential systems failures. In addition, FMD could not produce documentation of proactive planning to avoid, mitigate, or respond to the risks of systems failures. These risks will exist until an alternative is selected and implemented, which could take several years. During this time, the county will rely upon FMD to keep the courthouse habitable and minimize the need to relocate staff to provide for continuity of operations. Courthouse tenants and other key stakeholders need to be made aware of risks, so that they can plan to mitigate potential impacts on their operations should systems failures occur.

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**Recommendation 4** Facilities Management Division should conduct and document risk management planning to maintain county services in the courthouse for the number of years it will take to thoroughly explore alternatives and complete the systems revitalization or other alternative project.

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**Recommendation 5** Facilities Management Division should work with courthouse tenants and other stakeholders to understand, develop, and document action plans to mitigate potential impacts to operations in the event of failure of building systems.

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### **Acknowledgments**

We wish to thank the Department of Executive Services and FMD for their cooperation with this review.

Elise Garvey, Management Auditor; Peter Heineccius, Senior Management Auditor; and Tina Rogers, Capital Project Oversight Manager, conducted this review. Brooke Leary, Senior Principal Management Auditor, was the project supervisor. Please contact Brooke at 477-1044 if you have any questions about the issues discussed in this letter.

cc: Dow Constantine, King County Executive  
Fred Jarrett, Deputy County Executive  
Rhonda Berry, Assistant Deputy County Executive  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Ken Guy, Division Director, Department of Executive Services (DES), Finance & Business Operations Division (FBOD)  
Eunjoo Greenhouse, Interim Deputy Director, DES, FBOD  
Diane Carlson, Director of Regional Initiatives, King County Executive Office (KCEO)  
Caroline Whalen, County Administrative Officer, DES  
Tom Koney, Deputy Director, DES  
Anthony Wright, Division Director, Facilities Management Division (FMD)  
Elissa Benson, Interim Deputy Director, FMD  
Carolyn Busch, Chief of Staff, King County Council (KCC)  
Patrick Hamacher, Senior Principal Legislative Analyst, KCC  
Rachelle Celebrezze, Legislative Analyst, KCC  
Anne Noris, Clerk of the Council, KCC  
Shelley Harrison, Administrative Staff Assistant, KCEO

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**King County**  
**Metropolitan King County Council**  
**Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	10	<b>Date:</b>	September 13, 2016
<b>Proposed No.:</b>	2016-0409	<b>Name:</b>	Nick Wagner

**SUBJECT**

Approval of a collective bargaining agreement with Teamsters Local 117, covering employees in the Departments of Transportation, Natural Resources and Parks, Public Health, and Community and Human Services.

**SUMMARY**

Proposed Ordinance 2016-409 (Att. 1) would approve a collective bargaining (CBA) (Att. 1-A) with Teamsters Local 117, covering about 160 employees in the Departments of Transportation, Natural Resources and Parks, Public Health, and Community and Human Services. As described in the Executive's transmittal letter (Att. 3), they include:

- Utility workers and equipment maintenance staff at the Airport and at Fleet who maintain the airport and vehicles used throughout the County;
- Crew Chiefs who oversee the work of road crews throughout the County;
- Inventory Purchasing Specialists who acquire the necessary tools and supplies for other County employees to complete their missions; and
- Chemical Dependency Program Screeners who respond to areas where intoxicated residents of King County need assistance to obtain sobriety and other services.

Their classifications are listed in the appendices to the CBA (Att. 1-A, pp. 36, 43, 45, 48, 54).

The new CBA is a 35-month continuation of the current CBA, as modified by (1) a memorandum of agreement with the King County Coalition of Unions (Addendum A to the CBA; Att. 1-A) that the Council approved in November 2014 by Ordinance 17916 ("the 2014 Coalition MOA") and (2) the additional changes described below. The new CBA covers the period from February 1, 2014, through December 31, 2016.

## **BACKGROUND**

This bargaining unit's previous CBA expired at the end of January 2014, but its terms continued in effect pursuant to RCW 41.56.123(1),<sup>1</sup> except as modified by the 2014 Coalition MOA, which provided for cost-of-living adjustments (COLAs) of 2.00 percent in 2015 and 2.25 percent in 2016, plus a lump sum payment of \$500 per employee in 2014.

## **ANALYSIS**

The most notable changes in the proposed new CBA are listed below.

1. Term. The proposed new CBA will cover the period from February 1, 2014, through December 31, 2016 (CBA § 19.1; Att. 1-A, p. 35).
2. COLAs. The CBA incorporates the COLAs provided for in the 2014 Coalition MOA: 2.00 percent in 2015 and 2.25 percent in 2016 (CBA § 5.6; Att. 1-A, p. 4).
3. Footwear Allowance. Effective January 1, 2015, employees who are required to wear specific safety footwear would be reimbursed up to \$150 per calendar year for the cost of purchasing and/or maintaining such footwear (CBA § 7.9; Att. 1-A, p. 10).
4. Clothing Allowance. Effective January 1, 2015, the annual clothing allowance for chemical dependency screeners would be increased from \$400 to \$450 for regular employees and from \$200 to \$250 for temporary employees (CBA Appendix C, § C.4; Att. 1-A, pp. 45-46).<sup>2</sup> Screeners whose clothes have been soiled would be relieved of duty with pay, with supervisor approval, in order to change clothes (CBA § C.13; Att. 1-A, p. 47). The CBA also would require the County to provide screeners with personal protection equipment, "including, but not limited to raingear which is visible at night" (CBA Appendix C, § C.4.1; Att. 1-A, p. 46).
5. Safety Committee. The CBA would require the establishment of a safety committee for the Chemical Dependency Screening Program and the appointment of management and bargaining unit co-chairs to the committee (CBA § C.12; Att. 1-A, p. 47).

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<sup>1</sup> RCW 41.56.123(1) provides: "After the termination date of a collective bargaining agreement, all of the terms and conditions specified in the collective bargaining agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the agreement. Thereafter, the employer may unilaterally implement according to law."

<sup>2</sup> Half of the annual allowance would be payable in January and half in July. Temporary employees would be entitled to the allowance only if they had worked at least 240 hours during the preceding six months. The need for the clothing allowance arises from chemical dependency workers' risk of exposure to body waste and fluids in their work; besides constituting a health risk, such exposure can result in the workers' clothing becoming soiled.

6. Cash Out of Unused Compensatory Time Off. The CBA would permit the County to require chemical dependency screeners to cash out all compensatory time off that was not used by the end of the calendar year, regardless of when it was earned (CBA Appendix C, § C.6.1; Att. 1-A, p. 46).
7. Internal Transfers. The CBA would clarify the process for internal transfers of employees working in the Airport, Road Services, and Facilities Management Divisions (CBA Appendix A, §§ A.2, A.11; Att. 1-A, p. 36, 41-42).
8. Automated Vehicle Location. The CBA would permit the Department of Transportation to use Automated Vehicle Location “to improve worker safety and security, to efficiently and effectively deploy resources, and improve data collection and reporting,” but not for “surveillance” (CBA § 14.16; Att. 1-A, p. 30).
9. Use of Reprimands to Regular Employees. The CBA would prohibit the use of reprimands that are more than three years old for subsequent progressive discipline, except to establish notice, as long as the employee has had no further reprimands during the three-year period (CBA § 15.10.1; Att. 1-A, p. 33).
10. Bereavement Leave. The CBA would modify and standardize the terms governing bereavement leave. An employee would be entitled to five days of bereavement per occurrence, rather than three days of bereavement leave per year, and the definition of “immediate family” for the purpose of bereavement leave would be clarified. (CBA § 11.3; Att. 1-A, p. 22).
11. Jury Duty. The CBA would clarify and standardize the terms governing compensation of paid-leave-eligible employees who are serving on a jury (CBA § 11.5; Att. 1-A, p. 23).
12. Clarification and Standardization of Other Terms. The CBA would clarify and/or standardize several other contract terms—e.g., concerning benefits for temporary employees (§ 5.4), terms of employment for intermittent full-time employees (§ 5.9), scheduling in the Road Services Division (§ 6.1.2), meal and rest periods (§ 6.5), trading of shifts (§ C.9), hiring preference for internal candidates (§ C.10), and the use of non-bargaining unit employees (§ C.11).

## **FISCAL IMPACT**

The fiscal impact described in the Fiscal Note (Att. 4) is attributable almost entirely to the COLAs provided for in the 2014 Coalition MOA, which is incorporated into the CBA, not to the CBA itself. The additional costs resulting from the CBA itself amount to about \$10,000 (Fiscal Note; Att. 4).

## **INVITED**

David Topaz, Labor Negotiator, King County Office of Labor Relations  
Matthew House, Business Representative Coordinator, Teamsters, Local 117

## **ATTACHMENTS**

1. Proposed Ordinance 2016-0409  
    Att. A (Collective Bargaining Agreement)
2. Checklist and Summary of Changes (prepared by executive staff)
3. Transmittal Letter
4. Fiscal Note



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

August 22, 2016

### Ordinance

**Proposed No.** 2016-0409.1

**Sponsors**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Brotherhood of Teamsters Local  
4 117 (Joint Units Agreement) representing employees in the  
5 departments of transportation, natural resources and parks,  
6 public health and community and human services; and  
7 establishing the effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between  
10 King County and International Brotherhood of Teamsters Local 117 (Joint Units  
11 Agreement) representing employees in the departments of transportation, natural  
12 resources and parks, public health and community and human services, which is  
13 Attachment A to this ordinance, is hereby approved and adopted by this reference made a  
14 part hereof.

15            SECTION 2. Terms and conditions of said agreement shall be effective from  
16 February 1, 2014, through and including December 31, 2016.  
17

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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J. Joseph McDermott, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Agreement by and between King County and Teamster Local 117 (Joint Units Agreement)

**AGREEMENT  
by and between  
KING COUNTY**

**and  
TEAMSTERS LOCAL 117  
(JOINT UNITS AGREEMENT)**

**February 1, 2014 through December 31, 2016**

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ADDENDUM A:	MEMORANDUM OF AGREEMENT: ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016	

1 AGREEMENT  
2 by and between  
3 KING COUNTY

4 and  
5 TEAMSTERS LOCAL 117  
6 (JOINT UNITS AGREEMENT)

7 February 1, 2014 through December 31, 2016

8 These articles constitute an agreement, the terms of which have been negotiated in good faith  
9 between King County (County) and the Joint Units (Union). This agreement shall be subject to  
10 approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

11 **ARTICLE 1: PURPOSE**

12 1.1 The purpose of this Agreement is to promote the continued improvement of the  
13 relationship between the County and its employees through their Union. The Articles of this  
14 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

15 **ARTICLE 2: NON-DISCRIMINATION**

16 2.1 The County and the Union agree that they will not unlawfully discriminate in  
17 employment against any employee by reason of race, color, age, sex, marital status, sexual  
18 orientation, creed, religion, ancestry, national origin, religious affiliation, gender identity, gender  
19 expression, or disability.

20 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

21 3.1 **Recognition** - The County recognizes the Union as the exclusive bargaining  
22 representative of all regular, probationary, term-limited temporary and temporary employees whose  
23 job classifications are in the work units listed in the attached Appendices.

24 3.2 **Dues and Fees** - It will be a condition of employment that all employees covered by this  
25 Agreement who are members of the Union in good standing on the effective date of this Agreement  
26 will remain members in good standing and those who are not members on the effective date of this  
27 Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and  
28 remain members in good standing in the Union or pay fees to the Union to the extent permitted by

1 law. It will also be a condition of employment that all employees covered by this Agreement and  
2 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day  
3 following the beginning of such employment become and remain members in good standing in the  
4 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing  
5 contained in this Section will require employees to join the Union who can substantiate, in  
6 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or  
7 initiation fees to Union organizations. Such employees will pay an amount of money equivalent to  
8 regular Union dues and initiation fees to a non-religious charity or to another charitable organization  
9 mutually agreed upon by the employee and the Union. If the employee and the Union do not reach  
10 agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the  
11 charitable organization. Employees will furnish proof to the Union each month that such payment  
12 has been made.

13 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will  
14 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a  
15 written request for discharge and verifies that the employee received written notification of the  
16 delinquency including the amount owing, the method of calculation, and the notification that the non-  
17 payment after a period of no less than seven (7) days will result in discharge by the County. A copy  
18 of each written notification will be mailed to the County concurrent with its mailing to the employee.

19 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an  
20 employee, the County will have deducted from the pay of such employee the amount of dues and  
21 initiation fees as certified by the Union and will transmit the amount to the Union.

22 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any  
23 claims made and against any suit instituted against the County on account of any check-off of dues  
24 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in  
25 error upon presentation of proper evidence thereof.

26 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or  
27 promoted into a position included in the bargaining unit to sign a form which will inform them of the  
28 Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy

1 will be given to the employee and the original will be sent to the Union. The County will notify the  
2 Union when an employee leaves the bargaining unit.

3 **3.7 Payroll Deduction for Political Contributions** - The County shall, upon receipt of a  
4 written authorization form that conforms to legal requirements, deduct from the pay of a bargaining  
5 unit employee the amount of contribution the employee voluntarily chooses for deduction for  
6 political purposes and shall transmit the same to the Union/designee, in accordance with instructions  
7 provided by the Union.

#### 8 **ARTICLE 4: MANAGEMENT RIGHTS**

9 **4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its  
10 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the  
11 terms and conditions of this Agreement.

12 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the  
13 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,  
14 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;  
15 assign employees to work locations within the division; develop and modify classification  
16 specifications; allocate positions to those classifications; allocate employees to those positions;  
17 determine work shifts and work schedules; schedule and assign overtime work; establish the  
18 methods, means and processes by which work is performed; establish rules; and the right to take  
19 whatever actions are necessary in emergencies in order to assure the proper functioning of the work  
20 units.

#### 21 **ARTICLE 5: CLASSIFICATIONS AND COMPENSATION**

22 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the  
23 corresponding rates of pay are set forth within Appendices "A" through "E" which are attached  
24 hereto and made a part of this Agreement.

25 **5.2 Step Advancement** - A regular employee may be hired at Step 1 of the wage range  
26 provided under the appendix covering the classification or above Step 1 as provided under the  
27 County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into  
28 the classification, the employee will move from the initial step hired to the next wage Step in the

1 wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at  
2 the hiring authority's discretion within the first year after hire. Step increases thereafter will be  
3 annually, on the date of the first Step movement after the initial hire into the classification until the  
4 top step is reached. An employee working less than full-time will receive step increases prorated  
5 based on the full-time work schedule of the work unit.

6 **5.3 Step on Promotion** - A regular employee who is promoted from one classification to a  
7 higher paying classification will be placed into the pay step providing no less than a four and one-half  
8 percent (4-1/2%) increase in his/her base hourly rate of pay not to exceed the top pay step of the  
9 higher paying classification.

10 **5.4 Temporary Employee Benefits** - Temporary employees are not eligible for insured  
11 benefits (e.g., medical, dental, vision, life) or leave benefits, except as provided by law. However, a  
12 temporary employee may be eligible to receive other compensation provided under King County  
13 Code, as amended, in the event the employee exceeds the rolling year working hours threshold.

14 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant  
15 regular positions.

16 **5.6 Cost-of-Living Adjustment (COLA)**

17 **5.6.1** Effective January 1, 2015, employees covered by this Agreement and employed in  
18 2015 will receive a two percent (2%) COLA adjustment.

19 **5.6.2** Effective January 1, 2016, employees covered by this Agreement and employed in  
20 2016 will receive a two and one-quarter percent (2.25%) COLA adjustment.

21 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the  
22 manager/designee to a higher paid classification under this Agreement when the higher-level duties  
23 and responsibilities comprise the majority of the work performed. The employee will be paid at the  
24 first step of the higher paid classification that provides an increase of at least five (5) percent above  
25 his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-  
26 of-classification in excess of thirty (30) continuous days, all compensated hours will be at the higher  
27 rate of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional  
28 rights. An employee assigned by the manager/designee to perform the duties of a lower paid

1 classification on a temporary basis will not have a reduction of wages.

2       **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the  
3 manager/designee to perform lead duties. The employee will be paid seven and one-half percent (7-  
4 1/2%) above his/her base hourly rate of pay. In the event that the employee works as a lead in excess  
5 of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision  
6 will be superseded by lead level classifications in the attached appendices, if such classifications have  
7 a higher wage rate than the employee's base hourly rate of pay.

8       **5.9 Intermittent Full-Time Employees** - Intermittent full-time employees (IFTE) are  
9 defined as regular benefited employees in positions performing bodies of work that are expected to  
10 last for more than six (6) months but less than twelve (12) months and where those bodies of work  
11 are expected to be repeated in consecutive years. The number of IFTEs may vary from year to year  
12 based upon funding and operational needs.

13               **5.9.1** The length of employment each year is not guaranteed. At the conclusion of the  
14 employment period each year, career service IFTEs are laid off by position.

15               **5.9.2** IFTE employees who are laid off are eligible for recall in inverse order into an  
16 IFTE of the same classification for one (1) year from the date of layoff.

17               **5.9.3** Recalled IFTEs will not be required to serve a six (6) month probationary period  
18 after their initial probationary period is served. Should an employee not complete his/her  
19 probationary period within the first year, the probationary period will continue if recalled the  
20 immediate following year until such time as the six (6) months has been served.

21               **5.9.4** Recalled IFTEs will resume the seniority which they had as of the date they  
22 were laid off, based on previous hours of work in the position.

23               **5.9.5** Recalled IFTEs will have all previous time in the classification as an IFTE apply  
24 towards the pay Step advancement, in accordance with the appropriate Appendix of this Agreement.

25               **5.9.6** Recalled IFTEs will have sick leave balances that they have accrued at the time  
26 of layoff restored upon reemployment. Recalled IFTEs will have all previous time spent in the  
27 classification as a IFTE apply towards vacation accrual rates regardless of whether they have  
28 completed probation.

1                   **5.9.7** IFTEs do not have an unilateral right to vacant, regular, full-time positions; this  
2 includes the Career Support Service process.

3                   **5.9.8** IFTEs do not have the right to bump regular, full-time employees even if they  
4 have less seniority.

5                   **5.9.9** Regular, full-time employees can be recalled to an IFTE position provided they  
6 have more seniority than the IFTE.

7                   **5.10 Ferry Tickets** - Ferry tickets shall be provided for temporary assignments on Vashon  
8 Island when the employee is required to report directly to Vashon Island for the entire duration of the  
9 temporary assignment.

10 **ARTICLE 6: HOURS OF WORK**

11                   **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of  
12 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and  
13 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

14                   **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule  
15 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive  
16 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)  
17 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or  
18 a Sunday.

19                   **6.1.2** In the Roads Services Division, the 4-10 summer schedule shall generally be  
20 implemented beginning with the workweek that includes Memorial Day and concludes with the  
21 workweek that includes Labor Day. Any deviation from this schedule shall be accompanied with a  
22 fourteen (14) day notice from the County or by mutual agreement between the County and the Union.

23                   **6.1.3 Additional Work Schedules** - By mutual agreement, additional work schedules  
24 may be established for each Appendix.

25                   **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of  
26 5:00 a.m. and 11:59 a.m. will be considered to be on first shift.

27                   **6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the  
28 hours of 12:00 p.m. and 8:59 p.m. will be considered to be on second shift. The pay rate for an

1 employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An  
2 employee who is regularly assigned to the second shift will have all compensable time paid at the  
3 higher rate of pay.

4 **6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the  
5 hours of 9:00 p.m. and 4:59 a.m. will be considered to be on third shift. The pay rate for an employee  
6 assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An employee  
7 who is regularly assigned to the third shift will have all compensable time paid at the higher rate of  
8 pay.

9 **6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to  
10 employees assigned to second or third shift will not be paid for overtime hours worked by employees  
11 who are assigned to first shift.

12 **6.3 Bid Postings** - Except in situations where the shift or schedule was established pursuant  
13 to the Alternative Work Arrangement Policy, all newly established or changed regular work  
14 schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted  
15 on work site bulletin boards. Employees within the specific classification in the affected work unit  
16 will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent  
17 adequate interest, the County may assign employees within the classification in the affected work unit  
18 to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to  
19 work schedules or shifts will normally require a fourteen (14) calendar days notice to affected  
20 employees. Work units are defined in each Appendix.

21 **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule  
22 altered for the purpose of avoiding the payment of overtime except when an employee bids for such  
23 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day  
24 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for  
25 working on Saturday and/or Sunday if the day(s) are part of his/her regular work schedule.

26 **6.4 Temporary Work Schedule and/or Shift Change** - The manager/designee may  
27 temporarily change an employee's work schedule and/or shift for planned projects, for training and  
28 for covering a shift due to an absence or vacancy. Such change will normally require at least fourteen

1 (14) calendar days notice to the employee, except when the County has less than fourteen (14)  
2 calendar days notice and the change is made for training or to cover an absence or vacancy.

3 **6.5 Meal and Rest Periods** - Pursuant to RCW 49.12.187, the County and the Union agree  
4 to specifically supersede in total the Washington State provisions regarding meal and rest periods.  
5 While the County will try to provide meal and rest periods during a shift, meal and rest periods may  
6 occur at different times due to work requirements, and may be missed due to work emergencies. The  
7 employee will be paid for a missed meal or rest period.

## 8 **ARTICLE 7: OVERTIME AND PREMIUMS**

9 **7.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one  
10 and one-half (1-1/2) times his/her regular hourly rate of pay (overtime rate) for all additional hours  
11 worked in excess of the eight (8) regular compensated hours per day or the forty (40) regular  
12 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the  
13 holiday pay).

14 **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one  
15 and one-half (1-1/2) times the employee's regular hourly rate of pay (overtime rate) for all additional  
16 hours worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular  
17 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the  
18 holiday pay).

19 **7.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-  
20 time regular, then part-time regular employees prior to all other employees except in those instances  
21 where regular employees are not readily available, or when it is an extension of the workday for an  
22 employee or work crew, or as provided in an Appendix to this Agreement. Readily available is  
23 defined as the employee not being on a leave status and is present at work or at home when called at  
24 the time the overtime work is being scheduled and is in the work unit in which the overtime will be  
25 worked.

26 **7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next  
27 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)  
28 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of

1 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the  
2 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above  
3 instances, the employee will receive overtime pay for all such overtime hours worked but may  
4 receive no pay for the regularly scheduled shift from which he/she was relieved.

5 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement  
6 between the employee and the manager/designee. The request to earn compensatory time off must be  
7 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with  
8 the Personnel Guidelines. Compensatory time off will be earned under the same conditions as  
9 overtime in accordance with Section 7.1.

10 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the  
11 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be  
12 considered overtime when it is a regularly scheduled workday for the employee.

13 **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for  
14 each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at  
15 the overtime rate.

16 **7.6.1 Callout** - A “callout” will be defined as a circumstance where an employee has  
17 left the work premises and is subsequently required to report back to work prior to his/her normally  
18 scheduled shift. An employee who is called out before the commencement of his/her regular shift  
19 will be compensated in accordance with the provisions of Section 7.6; provided, however, in the  
20 event the employee is called back to work within four (4) hours of his/her regular shift, the employee  
21 will be compensated at the overtime rate for only the hours immediately preceding the start of his/her  
22 regular shift.

23 **7.7 Emergency Work Premium** - Emergency work, other than the normal scheduled shift or  
24 special schedule and/or shift not enumerated in Articles 6 or 7, will be credited as such and will be  
25 compensated as overtime. In the event this overtime work is accomplished prior to the normal  
26 working hours and the employee subsequently works his/her regular shift, the regular shift will be  
27 compensated at the employee’s regular, hourly rate of pay.

28 **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by

1 written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime  
2 rate for each twenty-four (24) hour period or major portion thereof while on standby status. Any  
3 work performed on non-duty days while on standby status will be compensated at the overtime rate  
4 for actual time worked. An employee who is required in writing to be readily available to be called  
5 into work and/or who is required to wear a "beeper," cell phone or other communication device  
6 outside of his/her regular work hours will be considered to be on standby status.

7 **7.9 Footwear Allowance** - Effective January 1, 2015, an employee who is required to wear  
8 specific safety footwear, will be reimbursed up to one hundred-fifty dollars (\$150.00) per calendar  
9 year to purchase and/or maintain protective footwear. The employee is responsible for submitting a  
10 receipt and filling out necessary document(s) for the reimbursement.

11 **ARTICLE 8: HOLIDAYS**

12 **8.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary  
13 employees (hereinafter: "leave eligible employees") who work a full-time work schedule will be  
14 granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	December 25th

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27 and any day designated by public proclamation of the President or Governor as a legal holiday and as  
28 approved by the Council.

1                   **8.1.1 Part-time Employees** - Leave eligible employees who work a part-time work  
2 schedule will be granted each of the holidays identified in Section 8.1 with pay prorated to reflect  
3 their normally scheduled workweek.

4                   **8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave  
5 eligible employee's regularly scheduled day off, such employee either will receive compensation for  
6 the holidays identified in Section 8.1 or management will designate as an alternative holiday either  
7 the regularly scheduled workday before or after the holiday. Management will establish and notify  
8 affected employees of an alternative holiday schedule no later than December 15 of the preceding  
9 year.

10                  **8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have  
11 two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for  
12 each holiday identified within Section 8.1, or use leave without pay if approved by the employee's  
13 supervisor. As an alternative, employees working a 4-10 work schedule may have their schedule  
14 changed by the County to a 5-8 work schedule during weeks which have a holiday.

15                  **8.4 Personal Holidays** - Leave eligible employees will receive two (2) additional personal  
16 holidays (maximum of 8 hours for each day) to be administered through the vacation plan. The  
17 personal holiday for part-time regular employees will be pro-rated to reflect their normally scheduled  
18 workweek. These two (2) holidays will be added to accrued vacation during the first pay period that  
19 includes the first of October and during the first pay period and includes the first of November of  
20 each year. These days will be used in the same manner as any vacation day earned.

21                  **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular  
22 work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the  
23 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For  
24 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a  
25 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

26                  **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of  
27 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)  
28 calendar year.



1 **ARTICLE 9: VACATIONS**

2 **9.1 Accrual Schedule** - Regular, probationary, provisional and term-limited temporary  
3 employees (hereinafter: "leave eligible employees") will accrue vacation leave benefits as described  
4 in and further qualified by this Article.

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6

7 **EQUIVALENT ANNUAL VACATION**

8 **FOR FULL-TIME EMPLOYEE**

9

10 <b>Full Years of Service (Beginning)</b>	11 <b>Working Days Per Year</b>	12 <b>Hours based on 40-hr workweek</b>
13 0-5	14 12	15 96
16 6	17 15	18 120
19 9	20 16	21 128
22 11	23 20	24 160
25 17	26 21	27 168
28 18	29 22	30 176
31 19	32 23	33 184
34 20	35 24	36 192
37 21	38 25	39 200
40 22	41 26	42 208
43 23	44 27	45 216
46 24	47 28	48 224
49 25	50 29	51 232
52 26	53 30	54 240

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26

27 **9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work  
28 schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in

1 Section 9.1, prorated to reflect their normally scheduled workweek.

2 **9.2 Commencement of Accrual** - Leave eligible employees will accrue vacation leave from  
3 their date of hire in a benefit eligible position.

4 **9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may  
5 accrue up to sixty (60) days (480 hours) vacation leave. Leave eligible employees who work a part-  
6 time work schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally  
7 scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual  
8 amount on or before the last day of the pay period that includes December 31 of each year. Failure to  
9 use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond  
10 the maximum amount, unless the employee has received approval in accordance with County policies  
11 and procedures to carry over vacation time in excess of the maximum amount.

12 **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation  
13 leave until he/she has successfully completed his/her first six (6) months of County service in a leave  
14 eligible position. If a leave eligible employee leaves County employment prior to successfully  
15 completing his/her first six (6) months of County service in a leave eligible position, he/she will  
16 forfeit and not be paid for accrued vacation leave. Except as modified by a VEBA agreement, a leave  
17 eligible employee will be paid for accrued vacation leave to his/her date of separation up to the  
18 maximum accrual amount if the employee has successfully completed his/her first six (6) months of  
19 County service and is in good standing. Payment will be the accrued vacation leave multiplied by the  
20 employee's rate of pay in effect upon the date of leaving County employment less mandatory  
21 withholdings.

22 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued  
23 and such use or payment is consistent with the provisions of this Article.

24 **9.6 No County Work During Vacation** - No employee will work for compensation for the  
25 County in any capacity during the time that the employee is on vacation leave.

26 **9.7 Increments of Use** - Vacation leave may be used in one-quarter (1/4) hour increments at  
27 the discretion of the manager/designee.

28 **9.8 Vacation Payment upon Death** - In cases of separation from County employment by

1 death of an employee with accrued vacation leave and who has successfully completed his/her first  
2 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to  
3 the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as  
4 provided for by State Law, RCW Title 11.

5 **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
6 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
7 employees while maintaining the efficient functioning of the work unit.

8 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible  
9 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to  
10 receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury  
11 or illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.  
12 However, if it is physically impossible to give the required notice on the first day, notice must be sent  
13 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A  
14 doctor's statement or other acceptable proof of the injury or illness, while on vacation or  
15 compensatory time off must be presented regardless of the number of days involved.

16 **9.11** If a regular or probationary employee (who has previously achieved career service  
17 status) resigns from County employment or is laid off and subsequently returns to County  
18 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior  
19 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

20 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
21 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
22 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate  
23 will be determined based on his/her date of hire in the term-limited temporary position.

24 **9.13 No Advance of Vacation Pay** - An Employee shall not use or be paid for vacation leave  
25 until it has accrued and such use or payment is consistent with the provisions of this Article.

26 **ARTICLE 10: SICK LEAVE**

27 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees  
28 (hereinafter : "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours

1 for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The  
2 employee is not entitled to sick leave if not previously earned.

3 **10.2 Vacation as an Extension of Sick Leave** - During the first six (6) months of service in  
4 a leave eligible position, leave eligible employees may use accrued vacation leave in accordance with  
5 the Washington State Family Care Act or, at the manager/designee's discretion, use any accrued days  
6 of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in  
7 a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County  
8 upon termination.

9 **10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments  
10 at the discretion of the manager/designee.

11 **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued  
12 by a leave eligible employee.

13 **10.5 Restoration following Separation** - Separation from employment except by reason of  
14 retirement, resignation in good standing, layoff, or separation for non-disciplinary medical reasons  
15 will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should a  
16 regular employee who resigned in good standing, was laid off, or was separated for non-disciplinary  
17 medical reasons and returns to County employment within two (2) years, his/her accrued sick leave  
18 will be restored.

19 **10.6 Pay upon Separation** - Except as modified by a VEBA agreement a regular or  
20 probationary employee (who has previously achieved career service status) who has successfully  
21 completed at least five (5) years of County service and who retires as a result of length of service or  
22 who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as  
23 applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave  
24 multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less  
25 mandatory withholdings. Retire, as a result of length of service, means an employee is eligible,  
26 applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan  
27 immediately upon terminating County employment.

28 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick

1 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
2 the County's workers compensation program, then the employee has the option to augment or not  
3 augment time loss payments with the use of accrued sick leave.

4 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee  
5 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
6 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to  
7 eighty (80) hours of accrued sick leave.

8 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
10 by his/her manager/designee, or in accordance with the Washington State Family Care Act.

11 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

12 **A.** The employee's bona fide illness; provided, that an employee who suffers an  
13 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
14 in a total amount greater than the net regular pay of the employee;

15 **B.** The employee's incapacitating injury, provided that:

16 **1.** An employee injured on the job may not simultaneously collect sick leave  
17 and worker's compensation payments in a total amount greater than the net regular pay of the  
18 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
19 pay through the use of sick leave will be deemed on unpaid leave status;

20 **2.** An employee who chooses to augment workers compensation payments  
21 with the use of accrued sick leave will notify the workers compensation office in writing at the  
22 beginning of the leave;

23 **3.** An employee may not collect sick leave and worker's compensation time  
24 loss payments for physical incapacity due to any injury or occupational illness which is directly  
25 traceable to employment other than with the County.

26 **C.** Exposure to contagious diseases and resulting quarantine.

27 **D.** A female employee's temporary disability caused by or contributed to by  
28 pregnancy and childbirth.

1 E. The employee's medical, ocular or dental appointments provided that the  
2 employee's manager/designee has approved the scheduling of sick leave for such appointments.

3 F. To care for the employee's eligible child if the child has an illness or health  
4 condition which requires treatment or supervision from the employee;

5 G. To care for other family members, if:

6 1. The employee has been employed by the County for twelve (12) months or  
7 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
8 months,

9 2. The family member is the employee's spouse or domestic partner, the  
10 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
11 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
12 employee, the employee's spouse or domestic partner; and,

13 3. The reason for the leave is one of the following:

14 a. The birth of a son or daughter and care of the newborn child, or  
15 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
16 within twelve (12) months of the birth, adoption or placement;

17 b. The care of the employee's child or child of the employee's spouse  
18 or domestic partner whose illness or health condition requires treatment or supervision by the  
19 employee; or

20 c. Care of a family member who suffers from a serious health  
21 condition.

22 4. The parties agree that to the extent Washington State law provides greater  
23 benefits for the use of paid leave for family care, the state law shall prevail.

24 **10.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12)  
25 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding  
26 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her  
27 own serious health condition, and for family reasons as provided in Subsections 10.10.F and 10.10.G  
28 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive

1 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is  
2 subject to the following conditions:

3           **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child  
4 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
5 only if authorized by the employee's manager/designee.

6           **B. Reduced Schedules** - An employee make take leave intermittently or on a reduced  
7 schedule when medically necessary due to a serious health condition of the employee or family  
8 member of the employee; and

9           **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a  
10 reduced leave schedule, under Subsection B, above, that is foreseeable based on planned medical  
11 treatment, the manager/designee may require the employee to transfer temporarily to an available  
12 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
13 that better accommodates recurring periods of leave than the regular position of the employee.

14           **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the  
15 eighteen (18) workweek family medical leave entitlement.

16           **10.11.2 Insurance Premiums** - The County will continue its contribution toward  
17 health care during any unpaid leave taken under Section 10.11.

18           **10.11.3 Return to Work from Unpaid Leave** - An employee who returns from  
19 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff  
20 provisions, to:

21                   **A.** The same position he/she held when the leave commenced; or

22                   **B.** A position with equivalent status, benefits, pay and other terms and  
23 conditions of employment; and

24                   **C.** The same seniority accrued before the date on which the leave commenced.

25           **10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date  
26 of the leave of absence may be cause for removal and result in termination of the employee from  
27 County service.

28           **10.12 Provider Certification** - The manager/designee and employee is responsible for the

1 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
2 be reasonably required to substantiate the health condition of the employee or family member for  
3 leave requests.

4 **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted  
5 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the  
6 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and  
7 incapable of self care because of mental or physical disability.

8 **10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
9 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
10 his/her accrued sick leave accruals carried over with the regular appointment.

## 11 **ARTICLE 11: PAID LEAVES**

### 12 **11.1 Donation of Vacation and Sick Leave Hours.**

#### 13 **A. Vacation leave hours**

14 **1. Approval Required** - An employee eligible for paid leave may donate a  
15 portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such  
16 donation will occur upon written request to and approval of the donating and receiving employee's  
17 department director(s), except that requests for vacation donation made for the purposes of  
18 supplementing the sick leave benefits of the receiving employee will not be denied unless approval  
19 would result in a departmental hardship for the receiving department.

20 **2. Limitations** - The number of hours donated will not exceed the donor's  
21 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted  
22 where it would cause the employee receiving the transfer to exceed his/her maximum vacation  
23 accrual.

24 **3. Return of Unused Donations** - Donated vacation leave hours must be used  
25 within ninety (90) calendar days following the date of donation. Donated hours not used within  
26 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated  
27 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.  
28 For purposes of Section 11.1.A, the first hours used by an employee will be accrued vacation leave

1 hours.

2 **B. Sick leave hours**

3 **1. Written Notice Required** - An employee eligible for paid leave may  
4 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon  
5 written notice to the donating and receiving employee's department director(s).

6 **2. Minimum Leave Balance Required (Donor)** - No donation will be  
7 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the  
8 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)  
9 hours of his/her accrued sick leave in a calendar year.

10 **3. Return of Unused Donations** - Donated sick leave hours must be used  
11 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death  
12 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
13 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
14 contained in this Agreement. For purposes of Subsection 11.1.B, the first hours used by an employee  
15 will be accrued sick leave hours.

16 **C. No Solicitation** - All donations of vacation and sick leave made under this Article  
17 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
18 any other compensation or benefits in exchange for donating vacation or sick leave hours.

19 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to  
20 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
21 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
22 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's  
23 straight time hourly rate at the time of reconversion.

24 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for  
25 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,  
26 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)  
27 days paid leave provided;

28 **A. Notification** - The employee gives the manager/designee reasonable advance

1 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other  
2 organs or tissue where there is a reasonable expectation that the employee's failure to donate may  
3 result in serious illness, injury, pain or the eventual death of the identified recipient.

4 **B. Provider Certification** - The employee provides written proof from an accredited  
5 medical institution, organization or individual as to the need for the employee to donate bone  
6 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the  
7 participation of the donor is unique or critical to a successful outcome.

8 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out  
9 above in excess of five (5) working days will be subject to the terms of this Agreement.

10 **11.3 Bereavement Leave**

11 **A.** An employee eligible for paid leave will be entitled to three (3) working days of  
12 bereavement leave per occurrence due to death of a member of his/her immediate family.

13 **B. Use of Sick Leave in Addition to Bereavement Leave** - An employee eligible for  
14 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of  
15 five (5) working days for each instance when death occurs to a member of the employee's immediate  
16 family.

17 **C.** In the application of any of the foregoing provisions, when a holiday or regular  
18 day off falls within the prescribed period of absence, it will not be charged against the employee's  
19 sick leave account nor bereavement leave credit.

20 **D. Family Defined** - Immediate family means, as used in this Article: spouse,  
21 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the  
22 employee, employee's spouse or employee's domestic partner. "Child" means a biological, adopted,  
23 foster child, a stepchild, a legal ward or a child of an employee standing in loco parentis to the child.

24 **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up  
25 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
26 school attended by the employee's child; provided, an employee requesting to use sick leave for this  
27 purpose will submit such request in writing specifying the name of the school and the nature of the  
28 volunteer services to be performed.

1           **11.5 Jury Duty** - An employee eligible for leave benefits who is ordered on a jury during  
2 his/her work hours shall be entitled to his/her regular County pay provided any jury duty fees/pay  
3 received are deposited, exclusive of mileage, with the Finance and Business Operations Division,  
4 Department of Executive Services. Employees who are ineligible for paid leave shall not be entitled  
5 for his/her regular County pay for time spent on jury duty, but they may retain any jury duty fees/pay  
6 received.

7           **11.5.1 Shift Adjust** - When an employee is notified to serve on jury duty, he/she will inform  
8 the section manager/designee as soon as possible, but not later than two (2) weeks in advance,  
9 regarding the date the employee is required to report for jury duty. The section manager/designee  
10 will relieve the employee of regular duties prior to the time of reporting for jury duty and will  
11 reassign the employee to a shift and schedule that corresponds with the jury duty shift and schedule  
12 for the week(s) assigned. For purposes of this section, the shift is the hours the employee is required  
13 to report or be available for jury duty, and the schedule is assumed to be Monday through Friday,  
14 unless released sooner. When released from jury duty for the day, and/or when the total required  
15 assignment to jury duty has expired, the employee will notify his/her section manager/designee. The  
16 employee will be provided a reasonable time when dismissed from jury duty, as determined by the  
17 section manager/designee, before the employee must report to his/her regular shift and schedule.

18           **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
19 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
20 This will include time required to complete any required interviews.

21           **11.7 Military Leave** - A leave of absence for active military duty or active military training  
22 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
23 federal law; provided, that a request for such leave shall be submitted to the manager/designee in  
24 writing by the employee and accompanied by a validated copy of military orders ordering such active  
25 duty or active training duty.

26 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

27           **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental  
28 and life insurance programs for eligible regular, probationary, provisional and term-limited temporary

1 employees and their eligible dependents. The County will maintain the current level of benefits  
2 under its group medical, dental, vision and life insurance programs during the life of this Agreement  
3 except as may be otherwise provided for in Section 12.2.

4 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee  
5 (JLMIC) comprised of representatives from the County and the Labor Union Coalition. The function  
6 of the JLMIC will be to review, study and make recommendations relative to existing medical,  
7 dental, vision and life insurance programs. The County and the Union will implement any changes in  
8 employee insurance benefits which result from any agreement of the JLMIC.

9 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall  
10 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for  
11 active employees and their dependents for those months they are unable to work due to an on-the-job  
12 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of  
13 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)  
14 months or the number of months for which the employee continues to receive paid sick leave and/or  
15 paid vacation leave benefits, whichever is the greater.

16 **ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

17 **13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority  
18 as hereinafter defined for the purposes specifically provided for within this Agreement.

19 **13.2 Probation** - An employee will be recognized as having attained seniority and regular  
20 employee status when such employee has completed a probation period equivalent of six (6) months  
21 worked in a career service position based on a full-time work schedule in a classification covered by  
22 this Agreement. Probation is also served when an employee is recalled from layoff, transfers or is  
23 rehired, demoted or promoted. The probation period may be extended by the manager/designee not  
24 to exceed a total of twelve (12) months worked. The County will notify the Union of a probation  
25 extension. Upon completion of the probation period, the employee will be assigned a classification  
26 seniority date which will be the date when he/she first commenced his/her probation for that  
27 classification. An employee working less than a full-time work schedule will have his/her probation  
28 prorated based on the full-time work schedule for the work unit.

1           **13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired  
2 within one (1) year will have his/her classification seniority restored upon successful completion of  
3 probation.

4           **13.2.2** The movement of an active, career service employee to a different work unit,  
5 work crew, or work site within the same division will not be considered a transfer that requires a  
6 probation period, if the employee continues in the same job classification with substantially the same  
7 duties.

8           **13.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the  
9 event a regular employee is laid off during his/her probation period and is subsequently recalled to  
10 his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited  
11 with all days previously worked for purposes of satisfying his/her probation period and establishing  
12 his/her resultant classification seniority date.

13           **13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will  
14 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee  
15 who is unable to work because of a non-work related injury or illness will not accumulate seniority  
16 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is  
17 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to  
18 eighteen (18) workweeks of the qualified unpaid leave period.

19           **13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an  
20 approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority  
21 credits during such absence except as provided under Section 13.3.

22           **13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of  
23 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit  
24 within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority  
25 which he/she had on the date of the promotion or transfer.

26           A regular employee who is promoted or transferred to another County position and does not  
27 complete the probationary period may elect to return to the former position within six (6) months if  
28 the former position is vacant and available. If the position is not available, and as a result the

1 employee separates from County service, the employee will be entitled to recall rights to the former  
2 classification in accordance with Section 13.9 as if the employee had been laid off on the date of  
3 separation.

4 **13.5 Seniority will be defined as follows:**

5 • “**Classification Seniority**” will be defined as regular employee’s total length of  
6 service within a specific classification covered by this Agreement. Regular employees in the Parks  
7 Division who were in a position covered by this Agreement prior to January 1, 1992 will not be  
8 credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff  
9 under this Article.

10 • “**Division Seniority**” will be defined as a regular employee’s total length of service  
11 within a division of a department covered by this Agreement.

12 • “**Departmental Seniority**” will be defined as a regular employee’s total length of  
13 service within a department.

14 • “**Bargaining Unit Seniority**” for purposes of this Agreement, will be defined as a  
15 regular employee’s total length of service within a classification(s) covered by this Agreement.

16 • “**County Seniority**” will be defined as a regular employee’s total length of service  
17 with the County in a career service position.

18 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following  
19 causes:

- 20 • Discharge for just cause.
- 21 • Promotion or transfer outside of the bargaining unit for one (1) or more years.
- 22 • Layoff for more than two (2) years.
- 23 • Resignation; provided, however, in the event a regular employee who has completed  
24 his/her probation period is rehired to a classification covered under this Agreement within twelve  
25 (12) months from the date of his/her termination or resignation, the employee will then be credited  
26 with all his/her seniority credits previously existing on his/her last day worked.

27 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County  
28 will layoff the regular employee in the classification affected who has the least classification seniority

1 within his/her division. Prior to any layoff, all term-limited temporary, provisional, temporary and  
2 probationary employees in the classification within the affected division of the department will be  
3 separated first. Where two (2) or more regular employees have the same classification seniority, the  
4 more senior employee will be the one who has the most seniority by applying the following seniority  
5 tie breakers in this order: 1) division, 2) department, 3) bargaining unit, 4) County, 5) total number  
6 of compensated hours, 6) a random method by mutual agreement.

7 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-  
8 force will be permitted to use his/her classification seniority to displace or “bump out” the least  
9 senior regular employee occupying the same classification. The employee will also be permitted to  
10 use his/her bargaining unit seniority to displace or “bump out” the least senior regular employee  
11 occupying a classification within which the bumping regular employee had previously attained  
12 seniority status. Regular employees in the Parks Division who were in a classification covered by  
13 this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of  
14 being able to exercise their bumping rights as provided under this Article.

15 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to  
16 another regular employee’s exercise of Section 13.8 will also be afforded the right to displace or  
17 “bump out” the least senior regular employee in his/her classification in a similar manner.

18 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be  
19 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the  
20 work of the position for which he/she is recalled. A regular employee will be removed from the  
21 recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails  
22 to accept or report to work after being recalled, or the employee requests to be removed from the  
23 recall list.

## 24 **ARTICLE 14: MISCELLANEOUS**

25 **14.1 Seniority Lists** - The County will transmit to the Union a current listing of all  
26 employees in each Appendix in February and August of each year. Such list will indicate the name  
27 of the employee, job classification, classification seniority date and work unit.

28 **14.2 Contracting of Work** - The County will not contract out work which the members of

1 the Union have historically performed unless it is required by law or is a business necessity due to an  
2 emergency situation or to augment the workforce on a short-term, temporary basis. Except for  
3 emergency situations, the County will provide notice to the Union of its intent to contract out and,  
4 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under  
5 no circumstance will the County agree to any long-term or permanent contracting out of bargaining  
6 unit work. Nothing in this provision will limit what the County has historically contracted out, and  
7 no jobs will be eliminated due to contracting out.

8 **14.3 Election to Union Office** - A regular employee elected or appointed to an office in the  
9 Union, which requires all of his/her time will be given an unpaid leave of absence up to one (1) year  
10 without pay upon written application. This provision does not apply to shop stewards in the exercise  
11 of their duties which fall under Section 14.10.

12 **14.4 Mileage Reimbursement** - All employees who have been authorized to use their own  
13 transportation on County business will be reimbursed at the rate established by County ordinance.

14 **14.5 Road and River Improvement Employees** - All County Road and River Improvement  
15 employees will be allowed pay from time of reporting to a designated headquarters and will end  
16 when the employee returns from the field to such headquarters.

17 **14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement  
18 weather as needed.

19 **14.7 King County Labor-Management Committee(s)** - The County and the Union  
20 recognizes the importance of a collective bargaining and employee relations climate in the County  
21 that encourages cooperative efforts and joint problem-solving amongst all involved parties to better  
22 serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit,  
23 train and retain quality employees. In the interest of meeting these challenges, the County and the  
24 Union agrees to establish labor-management committee(s) where mutually agreed.

25 **14.8 Biweekly Payroll** - The parties agree the County has the right to implement a common  
26 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act workweeks.  
27 The parties agree that applicable provisions of the Agreement may be re-opened at any time during  
28 the life of this agreement by the County for the purpose of negotiating these standardized pay

1 practices, to the extent required by law.

2 **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business  
3 representatives to post on designated County bulletin boards the announcement of meetings, election  
4 of officers, and other Union material; provided, there is sufficient space beyond what is required by  
5 the County for normal business operations.

6 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities  
7 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled  
8 shift, without a loss of regular compensation, if excused from work by the employee's  
9 manager/designee.

10 **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety  
11 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will  
12 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe  
13 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

14 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for benefit  
15 eligible employees for the term of this Agreement.

16 **14.13 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to  
17 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular  
18 employees within the classification within the bargaining unit. A copy of the vacancy will be posted  
19 on the workplace bulletin board. Any regular member of the bargaining unit holding a position  
20 within the same classification as that of the vacant position will be given the opportunity to apply for  
21 the position. The appointment will be made to the applicant who the County determines has the  
22 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the  
23 applicants are equal, the position will be awarded on the basis of classification seniority. This  
24 provision is not applicable to employees who hold a different employment status (i.e., part-time and  
25 full-time) than that of the vacant position in the classification.

26 **14.14 Use of Term-Limited Temporary Employees** - The County will notify the Union  
27 when it hires a term-limited temporary employee. The notice will include the classification, division  
28 hired, basis for the hire and expected length of employment. The County will meet with the Union, if

1 requested, within fourteen (14) days following such request.

2           **14.15 Pension Trusts** - The County agrees to re-open negotiations during the term of this  
3 Agreement upon request by the Union, solely for the purpose of negotiating procedures and policies  
4 for employees covered by this Agreement to participate in the Union's pension trust. The parties  
5 understand and agree that the Union will conduct a membership vote to determine whether the  
6 membership will participate in the pension trust, and that if a majority of members vote in favor of  
7 participation, all members must participate. The parties further agree that participation in the pension  
8 trust shall not result in an increase of pay for any employees covered by this Agreement.

9           **14.16 Automated Vehicle Location** - The Department of Transportation (DOT) may utilize  
10 Automated Vehicle Location (AVL) to improve worker safety and security, to efficiently and  
11 effectively deploy resources, and improve data collection and reporting.

12                   **14.16.1** DOT expressly agrees it shall not use AVL for the purpose of surveillance.

13                   **14.16.2** Any disciplinary decision supported by AVL data will be done in accordance  
14 to this Agreement.

15 **ARTICLE 15: GRIEVANCE PROCEDURE**

16           **15.1 Purpose** - The County and the Union recognize the importance and desirability of  
17 settling grievances promptly and fairly in the interest of continued good employee relations and  
18 morale. In furtherance of this objective, the County and the Union will extend every effort to settle  
19 grievances at the lowest possible level of supervision.

20           **15.2 No Discrimination** - Employees will be unimpeded and free from restraint,  
21 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

22           **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the  
23 interpretation and application of rights, benefits, or conditions of employment as contained in this  
24 Agreement.

25           **15.4 Exclusive Representative** - The Union will not be required to press employee  
26 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition  
27 and/or settlement of any grievance, including hearings and final decision of any arbitrator, the Union  
28 will be the exclusive representative of the employee.





1           **15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause  
2 standard for discipline or discharge. The provisions of this Article will not apply to probationary,  
3 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

4           **15.10.1 Use of Reprimands** - Reprimands issued to regular employees will not be  
5 used for progressive disciplinary actions, except to establish notice, after three (3) years of issuance  
6 of said discipline; provided, the employee has had no further reprimands during the three (3) year  
7 period.

8           **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any  
9 grievance or other matter in dispute as determined by and between the Union and the County will be  
10 final and binding upon all parties to the dispute.

11 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

12           **16.1 Work Stoppages** - The County and the Union agree that the public interest requires  
13 efficient and uninterrupted performance of all County services and to this end pledge their best efforts  
14 to avoid or eliminate any conduct contrary to this objective. Specifically, the Union will not cause or  
15 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily  
16 assigned duties, sick leave absence which is not bonafide or other interference with County functions  
17 by employees under this Agreement and should same occur, the involved Union will take appropriate  
18 steps to end such interference. Any concerted action by any employee in any bargaining unit will be  
19 deemed a work stoppage if any of the afore-referenced activities have occurred contrary to the  
20 provisions of this Agreement. Being absent without authorized leave will be considered as an  
21 automatic resignation. Such a resignation may be rescinded by the department head if the employee  
22 presents satisfactory reasons for their absence within three (3) calendar days of the date his/her  
23 automatic resignation became effective.

24           **16.2 Employer Protection** - Upon notification in writing by the County to the Union that  
25 any of its members are engaged in a work stoppage, the Union will immediately, in writing, order  
26 such members to immediately cease engaging such work stoppage and provide the County with a  
27 copy of such order. In addition, if requested by the County, a responsible official of the Union will  
28 publicly order such Union members to cease engaging in such work stoppage.





APPENDIX A

Union Code: T2E

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein, and covers employees working in the Airport, Roads Services, and Facilities Management Divisions.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440200	942202	Utility Worker II	39	1-2-3-4-5 *
9440400	942302	Utility Worker II - Lead	42	1-2-3-4-5 *

\* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.

**A.1 Short-term Temporary Employees** - A temporary employee will be hired at Step 3.

**A.2 Position Opening, Work Site Location, and/or Days Off Assignments** - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant position(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

**A.2.1 Work-Site Selection Process.**

A. Prior to filling a vacant bargaining unit position, regular employees of the bargaining unit will be provided with the first opportunity to transfer into the vacancy. The County determines when a position is vacant and when, and if it will be filled. The most senior employee in the classification will receive the first right of refusal for that position, provided the following

1 conditions are met:

2 1. The transfer does not create an actual or potential legal risk to the County,  
3 examples of which include:

4 a. There is no legal restraining order requiring separation of the  
5 employee requesting the transfer and one or more members of the planning unit into which the  
6 employee wishes to transfer;

7 b. There is no documentation of sexual harassment or other  
8 discrimination allegations between the employee requesting the transfer and one or more members of  
9 the planning unit into which the employee wishes to transfer;

10 c. There is no reasonable basis to believe that such a transfer will  
11 create a hostile work environment or hostile work relationship; and

12 d. The employee is not currently under investigation or on a corrective  
13 action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

14 B. Employees can submit or withdraw written requests at any time but will only be  
15 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a  
16 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as  
17 a reminder to employees to submit requests if interested. The advance notification will include the  
18 current vacant position(s). Given that each transfer results in a subsequent vacancy, the current and  
19 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers  
20 will be reviewed and approved by the maintenance operations manager or designee. Requests on file  
21 will be reviewed and approved by the maintenance operations manager or designee. Requests on file  
22 will be purged annually. An employee who changes work locations through this process cannot  
23 participate again for twelve (12) months following the effective date of the transfer.

24 A.3 Temporary Hires - Temporary employees hired to fill vacancies in regular positions  
25 shall be hired from a current employment list.

26 A.4 Work Units - Work units will be defined as those County divisions in which members  
27 are regularly assigned to work. For employees working in the Roads Services Division, work units  
28 will be determined by the Labor-Management Committee.

1           **A.5** If an employee who is not on standby accepts a work-related telephone call, and as a  
2 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
3 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
4 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.  
5 The County may request documentation of the timing and nature of the telephone call. It is  
6 understood that employees who are not on call are not required to be available to respond to work-  
7 related calls during their off-duty time.

8           **A.6 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8)  
9 hours of advance notice will be given to an employee prior to temporarily changing the employee's  
10 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow  
11 removal, flood control, sanding, or other operations due to acts of nature which may or may not be  
12 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice  
13 will not be required.

14           **A.7 Alert Status** – Road Services employees will, in addition to his/her regular shift and  
15 schedule, be assigned an alert status shift and schedule (Alert).

16           **A.7.1 Shift duration** - Alert may be of varying duration; however, Alert will be at  
17 least eight (8) hours.

18           **A.7.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert  
19 may be called at anytime and limited to the number of employees necessary to fulfill operational  
20 needs. Implementation of Alert Status will be considered to have taken place when the work hours of  
21 the employee's normal shift have been altered without the required advance notification as provided  
22 under Section A.6.

23           **A.7.3 Transition to Alert** - Transition to Alert may occur during an employee's  
24 regularly scheduled work day. In such cases, employees may be sent home before the end of the  
25 regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on  
26 his/her regular shift until the start of the Alert shift. The decision to send an employee home or  
27 require him/her to remain at work will be determined by the County based on operational and safety  
28 considerations, taking into consideration the desire of the employee. If the employee requests and is

1 approved to be relieved from his/her regular shift, he/she may use accrued vacation leave,  
2 compensatory time, or leave without pay for that portion of the regular shift he/she did not work. If  
3 the employee is relieved by management from his/her regular shift, the employee will be  
4 compensated for the remainder of the shift.

5 **A.7.4 Employees on leave** - If an employee is on leave when an alert status shift is  
6 called, he/she will not be called to work unless it is operationally necessary to do so. Employees who  
7 have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin  
8 unless the employee elects to cancel or postpone the start of the leave or is operationally necessary  
9 due to emergent conditions for management to cancel the leave. In the event that an employee's  
10 approved prescheduled leave is cancelled due to Alert, the County agrees to reimburse the  
11 employee's documented unreimbursed travel expenses that are directly attributed to the cancelled  
12 leave.

#### 13 **A.7.5 Compensation**

14 1. When an employee transitions to the Alert shift during his/her normally  
15 scheduled shift, the employee will receive overtime for all time on the Alert shift that is worked on  
16 the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been worked and  
17 paid at straight time.

18 2. When an employee begins the Alert shift on the day he/she is regularly  
19 scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same  
20 day he/she was relieved of his/her regular shift as provided under Subsection A.7.3, or works the  
21 Alert shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the  
22 Alert shift is paid at the rate of one and one-half (1-1/2) his/her regular rate of pay. The next eight (8)  
23 hours worked will be at the employee's regular rate of pay.

24 3. If an employee on Alert is approved to leave work at his/her own request or  
25 at the beginning of a leave as provided under Subsection A.7.4, he/she will be paid only for the hours  
26 worked.

27 4. **Leave Accruals** - An employee on Alert shift during a normally scheduled  
28 workday will receive vacation and sick leave accruals for the first eight (8) hours worked if regularly

1 assigned to a 5-8 work schedule, or ten (10) hours if regularly assigned to a 4-10 work schedule, in  
2 accordance with Sections 9.1 and 10.1, respectively.

3 **5. Shift premium** - Alert shifts will not be subject to shift premium pay as  
4 provided under Section 6.2.

5 **6. Compensation and Breaks While on an Alert Status Shift** - An  
6 employee who is assigned to work an Alert shift will be compensated for all hours assigned to the  
7 shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in  
8 accordance with State regulations during an employee's Alert shift. The County and Union agree  
9 that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest  
10 breaks contemplated in State regulations and that the employees' meal and rest periods may be  
11 missed due to work requirements. If a meal or rest period is missed, no additional pay will be  
12 provided.

13 **A.8 Scheduled Weekend and Holiday Overtime** - Overtime work which is required on  
14 weekends and holidays shall first be offered to employees on a rotating seniority basis within the  
15 work unit, if readily available. For work units in which there is more than one pit-site or crew the  
16 overtime shall first be offered to employees on a rotating basis within the pit-site or crew, then to the  
17 entire work unit. If the overtime is a continuation of work previously started by a particular crew  
18 within a work unit, the overtime will first be offered to employees on a rotating seniority basis within  
19 the crew, then to the work unit as described above. A work unit is defined as a maintenance division,  
20 pit sites, planning unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

21 **A.9 Reorganization** - In the event the County determines that a reorganization of work units  
22 or staff is necessary, the County can transfer whole crews as needed. In the event that the  
23 reorganization only involves reassigning positions, employees in the impacted work unit will be  
24 given an opportunity to voluntarily be reassigned to available work locations determined by the  
25 County. If more than one (1) employee elects to move to the same available location and there are  
26 not enough positions at that location, the assignment(s) will be given to the most senior employee(s).  
27 Absent adequate interest, the reassignment will be made by inverse seniority with the least senior in  
28 the work unit being reassigned first.



1 advanced notice for one (1) day or more to another work group during which time s/he may be  
2 required to report to that work site at the beginning of the day and is under the direction of that  
3 planning group's supervisor. When an employee is temporarily reassigned for one day or less, he/she  
4 reports to and leaves from, his/her regularly assigned work group.

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**APPENDIX B**

**Union Code(s): T2F**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range</b>	<b>Steps</b>
9410100	941101	Equipment Services and Maintenance Specialist	39	1-2-3-4-5 *
9410200	941001	Equipment Services and Maintenance Specialist - HD	43	1-2-3-4-5 *
2211100	221505	Inventory Purchasing Specialist I	42	1-2-3-4-5 *
2211200	221605	Inventory Purchasing Specialist II	46	1-2-3-4-5 *
2211300	221703	Inventory Purchasing Specialist III	49	1-2-3-4-5 *
5101100	512101	Road Use Investigators	49	1-2-3-4-5 *
5220100	522503	Security Officer	36	1-2-3-4-5 *
9321100	932102	Truck Driver I	36	1-2-3-4-5 *
944000	944001	Utility Worker - Assistant	29	1-2-3-4-5 *
2631300	265302	Warehouse Supervisor	53	1-2-3-4-5 *

\* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.

**B.1 Short-term Temporary Employees** - A temporary employee will be hired at Step 3.

**B.2 Security Officers** - The work schedules for regular career service Security Officers in the Solid Waste Division of the Department of Natural Resources and Parks consists of one (1) schedule of five eight-hour shifts (5-8), Monday through Friday; and one (1) schedule of two thirteen-hour shifts (2-13), Saturday through Sunday.

**B.2.1** For the standard schedule of five eight-hour shifts (5-8), overtime will be paid for all time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

**B.2.2** For the schedule of two thirteen-hour shifts (2-13), overtime will be paid for all time worked in excess of thirteen (13) hours in a workday or forty (40) hours in a workweek.

**B.2.3** Security Officers are not eligible for shift differential under Section 6.2.



**APPENDIX C**

**Union Code: T2J**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range</b>	<b>Steps</b>
3120400	313501	Chemical Dependency Program Screener	36	1-2-3-4-5 *
3120700	313901	Chemical Dependency Program Screener - Lead	39	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

**C.1 Short-term Temporary Employees** - A temporary employee will be hired at Step 3 and will be advanced to Step 4 after two thousand eighty (2080) hours worked.

**C.2 Shift Premiums** - Employees covered by this Appendix will receive ten dollars (\$10.00) for working a shift other than a day shift. To qualify for the shift premium at least fifty percent (50%) of an employee's shift hours must be after 4:10 PM. (Replaces Subsections 6.2.1 and 6.2.2)

**C.3 Bid Postings** - The provisions of Section 6.3 (Bid Postings) will not apply to this Appendix.

**C.3.1 Schedule Change** - Employees will be given no less than forty eight (48) hours notice of involuntary changes in work schedules, unless due to an emergency situation, immediate changes are required to provide adequate levels of staffing. (Replaces Subsections 6.3.1, 6.4 et seq.) Vacant bargaining unit positions shall be filled as provided in Section 14.14.

**C.3.2 4-10 Work Schedule** - Employees may be assigned to a 4-10 work schedule.

**C.4 Clothing Allowance** – Effective January 1, 2015, regular employees will receive two hundred and twenty-five dollars (\$225) and temporary employees will receive one hundred dollars twenty-five (\$125) in the pay period that includes January 5 and the pay period that includes July 5 each year for clothing purchase and maintenance. Temporary employees will receive the allowance in the pay period that includes January 5 and the pay period that includes July 5 of each year provided

1 they worked at least two hundred forty (240) hours during the previous six (6) months.

2 **C.4.1 Personal Protection Equipment (PPE)** – The County shall provide each  
3 employee with required PPE equipment, including, but not limited to raingear which is visible at  
4 night.

5 **C.5 Personal Property** - Employees who unavoidably suffer a loss or damage to personal  
6 property while on duty will have property repaired or replaced at County expense. Reimbursement  
7 for personal property will not exceed one hundred fifty dollars (\$150) unless the replacement cost is  
8 greater for necessary items such as prescription glasses and hearing aids. The County, to minimize  
9 its loss expense, may issue a policy as to which items will be brought on the premises at the  
10 employee's own risk, like expensive leather jackets and jewelry (other than wedding bands.)

11 **C.6** When a holiday falls on a scheduled day off, eligible employees will receive eight (8)  
12 hours of holiday pay for full time employees, or holiday pay pro-rated to reflect their normally  
13 scheduled work week for part-time employees. (Modifies Subsection 8.1.1 and Section 8.2)

14 **C.6.1** Instead of being paid holiday pay, employees eligible for holiday pay may elect  
15 to accrue up to eight (8) hours of compensatory time when working on a holiday or when a holiday  
16 falls on a scheduled day off. The compensatory time must be used within ninety (90) days of it being  
17 earned, unless there is a mutual agreement to extend. All compensatory time not used by the end of  
18 the calendar year may be paid out, as determined by the County, regardless of when the time was  
19 earned. (Modifies Section 8.1 and Subsection 8.1.1)

20 **C.6.2** An employee who is scheduled to work on a holiday will be required to work  
21 unless absent on approved leave.

22 **C.6.3** An employee who is absent on a holiday that is a scheduled work day will  
23 receive holiday pay as provided in Section 8.1 if the employee complies with required procedures for  
24 requesting leave, and the leave is approved.

25 **C.6.4** The employee's sick leave balance will be charged if the absence is for a  
26 purpose covered by sick leave policies.

27 **C.7** If the County determines that employees will be required to acquire and maintain a  
28 license or certification, the County will notify the Union prior to implementation and provide an

1 opportunity to negotiate the effects of the license or certification requirement. All mandatory work-  
2 related training will be on paid time and at County expense.

3 **C.8** If an employee who is not on standby accepts a work-related telephone call, and as a  
4 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
5 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
6 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.  
7 The County may request documentation of the timing and nature of the telephone call. It is  
8 understood that employees who are not on call are not required to be available to respond to work-  
9 related calls during their off-duty time.

10 **C.9 Trading of Shifts** – The trading of shifts shall be permissible on a case-by-case basis, if  
11 the employees involved mutually agree to trading shifts during the same workweek and the trade does  
12 not result in overtime being paid due to the trade. Management must approve all trades in advance.

13 **C.10 Hiring Preference** – Employees hired on or before January 1, 2015, and who have  
14 reached one thousand (1000) hours in two (2) calendar years shall be considered internal candidates  
15 when applying for a regular position.

16 **C.11 Closure of Shift** – The County will check the availability of all on-call employees  
17 before covering all or part of the shift with non-bargaining unit employees. Provided, however, the  
18 County can use non-bargaining unit employees if there is an immediate need to cover the shift while  
19 it is checking for the availability of on-call employees and, if available, the employee's arrival to the  
20 job.

21 **C.12 Safety Committee** – Sixty (60) days after full and final execution of the new labor  
22 agreement, the parties shall establish a safety committee and appoint one (1) bargaining unit  
23 representative and one (1) management representative as co-chairs.

24 **C.13 Exposure to Health Risks** – The parties recognize that the work of the employees  
25 expose them to health risks, such as body waste and fluids. An employee whose clothes have been  
26 soiled will, with supervisor approval, be relieved of duty with pay in order to change clothes. The  
27 supervisor's approval will not be unreasonably withheld.

APPENDIX D

Union Code: T2V

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440300	942401	Crew Chief	53	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**D.1 Short-term Temporary Employees** - A temporary employee will be hired at Step 3.

**D.2 Position Opening, Work Site Location, and/or Days Off Assignments** - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

**D.2.1 Work-Site Selection Process**

A. Prior to filling a vacant bargaining unit position, regular employees of the bargaining unit will be provided with the first opportunity to transfer into the vacancy. The County determines when a position is vacant and when, and if it will be filled. The most senior employee in the classification will receive the first right of refusal for that position, provided the following conditions are met:

1. The transfer does not create an actual or potential legal risk to the County,

1 examples of which include:

2 a. There is no legal restraining order requiring separation of the  
3 employee requesting the transfer and one or more members of the planning unit into which the  
4 employee wishes to transfer;

5 b. There is no documentation of sexual harassment or other  
6 discrimination allegations between the employee requesting the transfer and one or more members of  
7 the planning unit into which the employee wishes to transfer;

8 c. There is no reasonable basis to believe that such a transfer will  
9 create a hostile work environment or hostile work relationship; and

10 d. The employee is not currently under investigation or on a corrective  
11 action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

12 B. Employees can submit or withdraw written requests at any time but will only be  
13 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a  
14 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as  
15 a reminder to employees to submit requests if interested. The advance notification will include the  
16 current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and  
17 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers  
18 will be reviewed and approved by the maintenance operations manager or designee. Requests on file  
19 will be reviewed and approved by the maintenance operations manager or designee. Requests on file  
20 will be purged annually. An employee who changes work locations through this process cannot  
21 participate again for twelve (12) months following the effective date of the transfer.

22 **D.3 Crew Chief Callout Premium and Vehicles** - Crew Chiefs who are assigned a County  
23 take-home vehicle will be paid a minimum of two (2) hours at the overtime rate for each callout when  
24 required to return to work once having left the work-site upon completion of their shift. The County  
25 shall retain exclusive right to assign vehicles to Crew Chiefs and/or to revoke such assignment at its  
26 exclusive discretion upon thirty (30) days notice. (Modifies Section 7.6 and Subsection 7.6.1)

27 **D.3.1** In the event the County elects to revoke a take-home vehicle for a Crew Chief,  
28 the Crew Chief shall be compensated for any callout at the four (4) hour minimum rate provided for

1 within Sections 7.6 and 7.6.1.

2 **D.4 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions  
3 shall be hired from a current employment list.

4 **D.5 Work Units** - Work units will be defined as those County divisions in which members  
5 are regularly assigned to work. For employees working in the Roads Services Division, work units  
6 will be determined by the Labor-Management Committee.

7 **D.6** If an employee who is not on standby accepts a work-related telephone call, and as a  
8 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
9 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
10 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.  
11 The County may request documentation of the timing and nature of the telephone call. It is  
12 understood that employees who are not on call are not required to be available to respond to work-  
13 related calls during their off-duty time.

14 **D.7 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8)  
15 hours of advance notice will be given to an employee prior to temporarily changing the employee's  
16 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow  
17 removal, flood control, sanding, or other operations due to acts of nature which may or may not be  
18 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice  
19 will not be required.

20 **D.8 Alert Status** – Road Services Employees will, in addition to his/her regular shift and  
21 schedule, be assigned an alert status shift and schedule (Alert).

22 **D.8.1 Shift duration** - Alert may be of varying duration; however, Alert will be at  
23 least eight (8) hours.

24 **D.8.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert  
25 may be called at anytime and limited to the number of employees necessary to fulfill operational  
26 needs. Implementation of Alert Status will be considered to have taken place when the work hours of  
27 the employee's normal shift have been altered without the required advance notification in  
28 accordance with Section D.7.

1                   **D.8.3 Transition to Alert** - Transition to Alert may occur during an employee's  
2 regularly scheduled work day. In such cases, employees may be sent home before the end of the  
3 regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on  
4 his/her regular shift until the start of the Alert shift. The decision to send an employee home or  
5 require him/her to remain at work will be determined by the County based on operational and safety  
6 considerations, taking into consideration the desire of the employee. If the employee requests and is  
7 approved to be relieved from his/her regular shift, he/she may use accrued vacation leave,  
8 compensatory time, or leave without pay for that portion of the regular shift he/she did not work. If  
9 the employee is relieved by management from his/her regular shift, the employee will be  
10 compensated for the remainder of the shift.

11                   **D.8.4 Employees on leave** - If an employee is on leave when an alert status shift is  
12 called, he/she will not be called to work unless it is operationally necessary to do so. Employees who  
13 have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin  
14 unless the employee elects to cancel or postpone the start of the leave or is operationally necessary  
15 due to emergent conditions for management to cancel the leave. In the event that an employee's  
16 approved prescheduled leave is cancelled due to Alert, the County agrees to reimburse the  
17 employee's documented unreimbursed travel expenses that are directly attributed to the cancelled  
18 leave.

19                   **D.8.5 Compensation**

20                   1. When an employee transitions to the Alert shift during his/her normally  
21 scheduled shift, the employee will receive overtime for all time on the Alert shift that is worked on  
22 the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been worked and  
23 paid at straight time.

24                   2. When an employee begins the Alert shift on the day he/she is regularly  
25 scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same  
26 day he/she was relieved of his/her regular shift as provided under Subsection D.8.3, or works the  
27 Alert shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the  
28 Alert shift is paid at the rate of one and one-half (1-1/2) his/her regular rate of pay. The next eight (8)

1 hours worked will be at the employee's regular rate of pay.

2                               3. If an employee on Alert is approved to leave work at his/her own request or  
3 at the beginning of a leave as provided under Subsection D.8.4, he/she will be paid only for the hours  
4 worked.

5                               4. **Leave Accruals** - An employee on Alert shift during a normally scheduled  
6 workday will receive vacation and sick leave accruals for the first eight (8) hours worked if regularly  
7 assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10 work schedule in  
8 accordance with Sections 9.1 and 10.1, respectively.

9                               5. **Shift premium** - Alert shifts will not be subject to shift premium pay as  
10 provided under Section 6.2.

11                              6. **Compensation and Breaks While on an Alert Status Shift** - An  
12 employee who is assigned to work an Alert shift will be compensated for all hours assigned to the  
13 shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in  
14 accordance with State regulations during an employee's Alert shift. The County and Union agree  
15 that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest  
16 breaks contemplated in State regulations and that the employees' meal and rest periods may be  
17 missed due to work requirements. If a meal or rest period is missed, no additional pay will be  
18 provided.

#### 19                              **D.9 Scheduled Weekend and Holiday Overtime**

20                              **A. Roads Division:** Overtime work which is required on weekends and holidays  
21 shall first be offered to employees on a rotating seniority basis within the work unit, if readily  
22 available. For work units in which there is more than one pit-site or crew the overtime shall first be  
23 offered to employees on a rotating basis within the pit-site or crew, then to the entire work unit. If  
24 the overtime is a continuation of work previously started by a particular crew within a work unit, the  
25 overtime will first be offered to employees on a rotating seniority basis within the crew, then to the  
26 work unit as described above. A work unit is defined as a maintenance division, pit sites, planning  
27 unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

28                              **B. Solid Waste Division:** Except as provided under Section 7.2, employees who are

1 desirous of working overtime on their "off shift" shall indicate their availability for same upon forms  
2 as prescribed by the division director/designee. Readily available employees will be selected from  
3 the list in order of seniority and availability on a rotation basis.

4 **D.10 Reorganization** - In the event the County determines that a reorganization of work  
5 units or staff is necessary, the County can transfer whole crews as needed. In the event that the  
6 reorganization only involves reassigning positions, employees in the impacted work unit will be  
7 given an opportunity to voluntarily be reassigned to available work locations determined by the  
8 County. If more than one (1) employee elects to move to the same available location and there are  
9 not enough positions at that location, the assignment(s) will be given to the most senior employee(s).  
10 Absent adequate interest, the reassignment will be made by inverse seniority with the least senior in  
11 the work unit being reassigned first.

12 **D.11 Union Pension** - The County will pay one dollar and seventy-five cents (\$1.75) per  
13 compensated hour, except for eligible vacation and sick leave hours cashed out upon termination of  
14 employment, to the Western Conference of Teamsters Pension Trust Fund on account of each  
15 member of the bargaining unit in accordance with the Parties' pension agreements. All bargaining  
16 unit employees will have their wage rate reduced by the amount of the County's contribution on the  
17 employee's behalf. Pension payments and provisions will be in accordance with the Parties' pension  
18 agreements.

**APPENDIX E**

Union Code: T4F

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein, and covers employees working in the Solid Waste Division.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440200	942203	Utility Worker II	39	1-2-3-4-5 *
9440400	942303	Utility Worker II - Lead	42	1-2-3-4-5 *
2211100	221506	Inventory Purchasing Specialist I	42	1-2-3-4-5 *
2211200	221608	Inventory Purchasing Specialist II	46	1-2-3-4-5 *
2211300	221706	Inventory Purchasing Specialist III	49	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**E.1 Short-term Temporary Employees** - A temporary employee will be hired at Step 3.

**E.2 Position Opening, Work Site Location, and/or Days Off Assignments** - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

**E.3 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions shall be hired from a current employment list.

**E.4 Work Units** - Work units will be defined as those County divisions in which members

1 are regularly assigned to work.

2 **E.5** If an employee who is not on standby accepts a work-related telephone call, and as a  
3 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
4 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
5 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.  
6 The County may request documentation of the timing and nature of the telephone call. It is  
7 understood that employees who are not on call are not required to be available to respond to work-  
8 related calls during their off-duty time.

9 **E.6** The County agrees to conduct a classification and compensation study of the Utility  
10 Worker classification during the term of this Agreement, and to provide the Union with a report at the  
11 conclusion of the study. The County agrees to negotiate the effects of any implementation of the  
12 study results, if the Union requests.

13 **E.7 Scheduled Weekend and Holiday Overtime** - Except as provided under Section 7.2,  
14 employees who are desirous of working overtime on their "off shift" shall indicate their availability  
15 for same upon forms as prescribed by the division director/designee. Readily available employees  
16 will be selected from the list in order of seniority and availability on a rotation basis.

17 **E.8 Union Pension** - The County will pay one dollar (\$1.00) per compensated hour, except  
18 for eligible vacation and sick leave hours cashed out upon termination of employment, to the Western  
19 Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in  
20 accordance with the Parties' pension agreements. All bargaining unit employees will have their wage  
21 rate reduced by the amount of the County's contribution on the employee's behalf. Pension  
22 payments and provisions will be in accordance with the Parties' pension agreements.

# ADDENDUM A

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

### ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

#### Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

## ADDENDUM A

### Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

#### **January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements (“wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits”) of current collective bargaining agreements (CBAs) are “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a “Total Compensation” agreement that will be effective January 1, 2017 or later, as agreed to by the parties. “Total Compensation” elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these “Total Compensation” elements as well as county initiatives that include but are not limited to “Employer of the Future” and “Standards.” It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of “Total Compensation”) is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

#### **January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

#### **Lump Sum Coalition Participation Premium Payment**

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

## ADDENDUM A

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

### Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

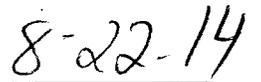
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office



Date

**ADDENDUM A**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY AND**  
**THE UNDERSIGNED UNIONS**

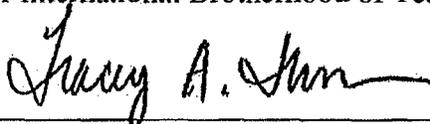
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

**Labor Organization: International Brotherhood of Teamsters Local 117**

**Ratified by the Members covered by the Contracts listed below:**

<b>cba code</b>	<b>Labor Organization</b>	<b>Contract</b>
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)
154	Teamsters Local 117	Professional & Technical and Administrative Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson  
 Secretary-Treasurer

08/21/14

Date

**ADDENDUM A  
ADDENDUM A**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**COALITION OF LABOR UNIONS**

**REPRESENTING**

**KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject:** Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4  
Administrative Specialist 1 – 4  
Customer Service Specialist 1 – 4  
Technical Information Processing Specialist 1 – 4  
Administrative Office Assistant  
Public Health Administrative Support Supervisor  
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

## ADDENDUM A ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

## ADDENDUM A ADDENDUM A

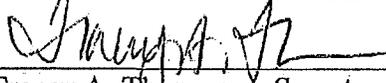
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

**ADDENDUM A  
ADDENDUM A**

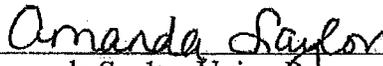
6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

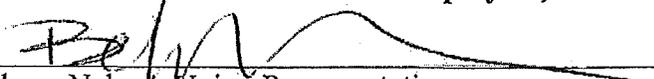
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**For Office & Professional Employees International Union, Local 8:**

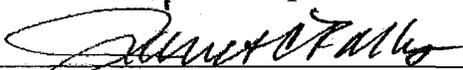
  
\_\_\_\_\_  
Amanda Saylor, Union Representative

4/25/11  
\_\_\_\_\_  
Date

**For Professional and Technical Employees, Local 17:**

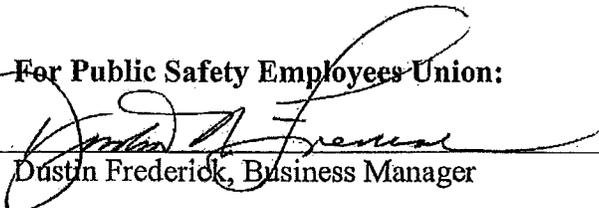
  
\_\_\_\_\_  
Behnaz Nelson, Union Representative

4/26/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janet Parks, Union Representative

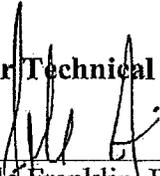
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**For Public Safety Employees Union:**

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

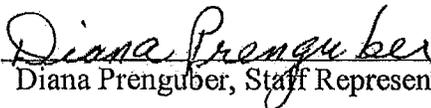
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**For Technical Employees Association:**

  
\_\_\_\_\_  
Ade Franklin, President

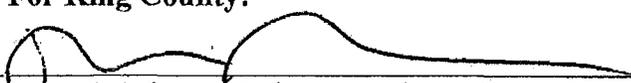
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Date

**For Washington State Council of County and City Employees, Council 2:**

  
\_\_\_\_\_  
Diana Prenguber, Staff Representative

4-25-11  
\_\_\_\_\_  
Date

**For King County:**

  
\_\_\_\_\_  
James J. Johnson, Labor Negotiator III

4/28/11  
\_\_\_\_\_  
Date

**ADDENDUM A  
ADDENDUM A  
EXHIBIT A**

**GROUND RULES FOR KING COUNTY  
ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
  
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
  
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
  
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
  
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~Application Worker~~ Social Services Specialistand any other classification that the parties may agree to include during the course of negotiations.

**ADDENDUM A**  
**ADDENDUM A**

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
  
7. **Negotiation Process.**
  - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
  
  - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
  
  - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
  
  - D. **Location.** Bargaining sessions will be held at downtown County facilities.
  
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

**ADDENDUM A**  
**ADDENDUM A**

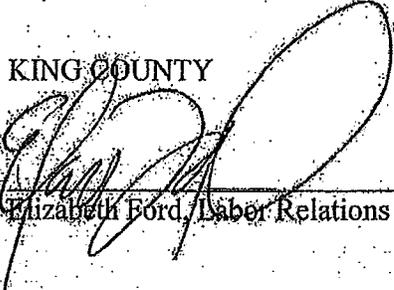
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

ADDENDUM A  
ADDENDUM A

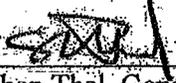
10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30<sup>th</sup> day of September, 2008.

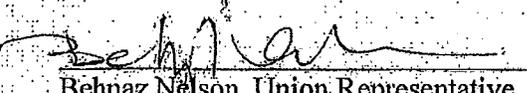
KING COUNTY

  
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

  
Spencer Nathan Thal, General Counsel

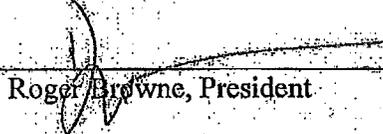
IFPTE, LOCAL 17

  
Behnaz Nelson, Union Representative

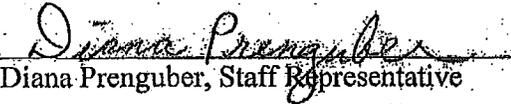
IFPTE, LOCAL 17

  
Janet Parks, Union Representative

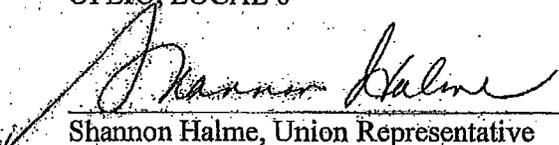
TECHNICAL EMPLOYEES ASSOCIATION

  
Roger Browne, President

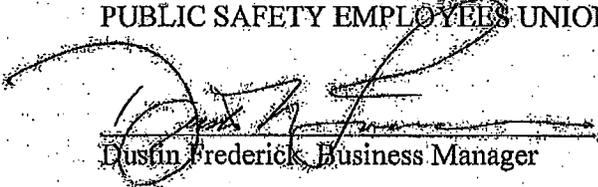
WSCCCE, Council 2

  
Diana Prenguber, Staff Representative

OPEIU LOCAL 8

  
Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

  
Dustin Frederick, Business Manager



King County

## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>International Brotherhood of Teamsters Local 117 (Joint Units Agreement)</b>
<b>Labor Negotiator</b>
<b>David Topaz</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Legislative Review Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Consistency</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>N/A</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Increase in footwear allowance for utility workers and other field personnel requiring safety footwear. Increased to \$150 per year, consistent with other bargaining units.
2. Increase in clothing allowance for chemical dependency program screeners of \$50 per year.
3. Clarification of internal transfer processes.
4. Clarification and standardization of jury duty leave usage language, consistent with other bargaining units.
5. Clarification and standardization of bereavement leave usage language, consistent with other bargaining units.
6.

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August 9, 2016

The Honorable Joe McDermott  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember McDermott:

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Joint Units Agreement) collective bargaining agreement (CBA) for the period of February 1, 2014, through December 31, 2016, which will enable King County to continue to provide professional services to the residents in the areas of public transportation, safety and health. This agreement covers approximately 160 employees in the Departments of Transportation, Natural Resources and Parks, Public Health and Community and Human Services.

These employees are utility workers and equipment maintenance staff at the Airport and at Fleet who maintain the airport and vehicles used throughout the County, they are also Crew Chiefs overseeing the work of road crews throughout King County, they are Inventory Purchasing Specialists acquiring the necessary tools and supplies for other County employees to complete their missions and they are Chemical Dependency Program Screeners who respond to areas where intoxicated residents of King County need assistance to obtain their sobriety and other services. These employees are highly valued by King County in their efforts to make sure the County apparatus runs smoothly and residents obtain valued and necessary services from County government.

This ordinance approves a CBA for a bargaining unit who is also an active participant in the King County Coalition of Unions currently bargaining Total Compensation with the County for the 2017 to 2018 biennium. This CBA significantly enhances the smooth operation of various departments by clarifying complicated areas of the CBA such as:

- Use of paid jury duty leave
- Clarity in the internal transfer process for employees
- Clarity in the definition of work units for Union pension contribution purposes

The Honorable Joe McDermott  
August 9, 2016  
Page 2

This agreement contains significant improvements in efficiency, accountability and productivity for the County. It relieves an administrative burden for department staff by clarifying the use of jury duty leave. It improves customer service and presents a more professional image by better equipping and outfitting employees working in the field. It furthers the goals of the County's Strategic Plan by utilizing employees in an efficient and effective manner.

Employees working in the field as Utility Workers will receive an equitable increase of \$150 per year in footwear allowance consistent with other County bargaining units, and Chemical Dependency Program Screeners will receive a small clothing allowance increase of \$50 per year.

This bargaining unit is a participant in the King County Coalition of Unions Total Compensation agreement for 2015 and 2016 which was ratified by King County Council on November 10, 2014, by Ordinance 17916 and is not part of this ordinance.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help King County residents by supporting a bargaining unit that is a committed leader to sustainable employee costs at King County, and by improving equity among employees, who will continue to provide outstanding service to County residents.

If you have questions, please contact Megan Pedersen, Interim Director, Office of Labor Relations, at 206-263-2898.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
ATTN: Carolyn Busch, Chief of Staff  
Anne Noris, Clerk of the Council  
Carrie S. Cihak, Chief of Policy Development, King County Executive Office  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Megan Pedersen, Interim Director, Office of Labor Relations

The Honorable Joe McDermott  
August 9, 2016  
Page 3

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## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Brotherhood of Teamsters Local 117 - Joint Units Agreement	
<b>Effective Date:</b>	2/1/2014	
<b>Affected Agency and/or Agencies:</b>	Multiple	
<b>Note Prepared by:</b>	Jim Swails, Labor Analyst, Office of Labor Relations	<b>Phone:</b> 263-1969
<b>Department Sign Off:</b>	Stephen Andryszewski, Chief Financial Officer, DCHS	<b>Phone:</b> 263-1247
<b>Department Sign Off:</b>	Linda Bremer, Operations Manager - Assistant, DNRP/SWD	<b>Phone:</b> 477-4540
<b>Department Sign Off:</b>	Tony Eayrs, Acting Finance & Administrative Services Mgr., DOT/Airport	<b>Phone:</b> 296-7616
<b>Department Sign Off:</b>	Deanne Radke, Asst. Division Director, DOT/Fleet	<b>Phone:</b> 477-3884
<b>Department Sign Off:</b>	Ruth Harvey, Finance & Administrative Services Mgr., DOT/RSD	<b>Phone:</b> 477-3530
<b>Department Sign Off:</b>	Eben Sutton, Acting Chief Financial Officer, DPH	<b>Phone:</b> 263-8609
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Emmy McConnell, Budget Analyst, DCHS	<b>Phone:</b> 263-9738
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	John Walsh, Budget Analyst, DNRP/SWD & DOT/Airport	<b>Phone:</b> 263-9695
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Jillian Andrews, Budget Analyst, DOT/Fleet	<b>Phone:</b> 263-9692
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst, DOT/RSD	<b>Phone:</b> 263-9718
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Kapena Pflum, Budget Analyst, DPH	<b>Phone:</b> 263-9680

### AGREEMENT SUMMARY

<b>Contract Duration: 2/1/2014 to 12/31/2016</b>	
<b>Contract Covered by COLA Coalition MOA?</b>	<b>Contract Changes?</b>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Rollover w/Non-Economic Changes <input checked="" type="checkbox"/> Rollover w/Add'l Economic Changes

### ADDITIONAL EXPENDITURES FROM:

Fund Title	Fund Code	Department	2015 (Costs, if any, above Coalition COLA)	2016 (Costs, if any, above Coalition COLA)
County Road Fund	1030	DOT/RSD	\$ 4,626	
Alcohol/Substance Abuse	1260	DCHS/MHCADSD	\$ 1,958	
Public Health	1800	DPH/Adm Services	\$ 285	
Solid Waste Operating	4040	DNRP/SWD	\$ 2,047	
Airport	4290	DOT/Airport	\$ 641	
Public Works Equip. Rental	5570	DOT/Fleet	\$ 356	
<b>TOTAL: Increase FM previous year</b>			<b>\$ 9,913</b>	
<b>TOTAL: Cumulative</b>				

<b>ADDITIONAL EXPENDITURES BY CATEGORY:</b>			
<b>Expense Type</b>	<b>Department</b>	<b>2015 (Costs, if any, above Coalition COLA)</b>	<b>2016 (Costs, if any, above Coalition COLA)</b>
Salaries	Multiple	\$ 8,355	
OT			
PERS & FICA		\$ 1,558	
<b>TOTAL: Increase FM previous year</b>		<b>\$ 9,913</b>	
<b>TOTAL: Cumulative</b>			

<b>AGREEMENT COSTS PREVIOUSLY INCLUDED IN TOTAL COMPENSATION ORDINANCE #17916</b>				
<b>EXPENDITURES FROM:</b>				
<b>Fund Title</b>	<b>Fund Code</b>	<b>Department</b>	<b>2015</b>	<b>2016</b>
GF	10	KC Elections	\$ 358	\$ 411
County Road Fund	1030	DOT/RSD	\$ 99,864	\$ 114,594
SW Post Closure LF Maint.	1040	DNRP/SWD	\$ 1,466	\$ 1,682
Emergency Medical Serv.	1190	DPH/EMS	\$ 1,616	\$ 1,854
Alcohol/Substance Abuse	1260	DCHS/MHCADSD	\$ 17,179	\$ 19,713
Parks Operating Levy	1451	DNRP/SWD	\$ 4	\$ 5
Public Health	1800	DPH/Admin. Services	\$ 5,407	\$ 6,205
Solid Waste Operating	4040	DNRP/SWD	\$ 27,648	\$ 31,726
Solid Waste Operating	4040	DOT/RSD	\$ 968	\$ 1,111
Airport	4290	DOT/Airport	\$ 12,458	\$ 14,295
Airport	4290	DOT/RSD	\$ 136	\$ 156
Water Quality Operating	4611	DOT/RSD	\$ 1,416	\$ 1,625
Water Quality Operating	4611	DPH/Admin. Services	\$ 277	\$ 317
Public Transportation Opr.	4641	DOT/Fleet	\$ 104	\$ 120
Facilities Management Sub	5511	DES/FMD	\$ 4,808	\$ 5,517
Data Processing Services	5531	KCIT/Customer Support	\$ 1,517	\$ 1,741
Public Works Equip. Rental	5570	DOT/Fleet	\$ 11,649	\$ 13,367
Motor Pool Equip. Rental	5580	DOT/Fleet	\$ 4,293	\$ 4,926
<b>TOTAL: Increase FM previous year</b>			<b>\$ 191,168</b>	<b>\$ 219,365</b>
<b>TOTAL: Cumulative</b>				<b>\$ 410,533</b>

<b>EXPENDITURES BY CATEGORY:</b>				
<b>Expense Type</b>	<b>2014 Annualized Base</b>	<b>2014 Lump Sum</b>	<b>2015</b>	<b>2016</b>
Salaries	\$ 7,809,827	\$ 75,500	\$ 156,197	\$ 179,236
OT	\$ 369,519		\$ 7,390	\$ 8,480
PERS & FICA	\$ 1,379,038	\$ 12,729	\$ 27,581	\$ 31,649
<b>Total</b>	<b>\$ 9,558,384</b>	<b>\$ 88,229</b>		
<b>TOTAL: Increase FM previous year</b>			<b>\$ 191,168</b>	<b>\$ 219,365</b>
<b>TOTAL: Cumulative</b>				<b>\$ 410,533</b>

**ASSUMPTIONS:**

**Assumptions used in estimating expenditures include:**

<b>1. Wage Adjustments:</b>	<b>COLA:</b>	2015: +2.00% Flat
		2016: +2.25% Flat
		Bargaining Unit received 2014 COLA under 2011 Zero COLA MOA.
		2015 & 2016 COLAs passed by Council under Total Comp MOA Ordinance #17916.
	<b>Lump Sum Payment:</b>	\$500/employee paid in 2014.
<b>3. Other Wage-Related Factors:</b>	<b>Step Increase Movement:</b>	No change.
	<b>PERS/FICA:</b>	@ 16.86% for 2015/16 COLAs; @ 18.65% in current forecast.
	<b>Overtime:</b>	Forecast based on historical usage.
<b>4. Additional Expenditures Forecast:</b>		Increased Footwear Allowance to \$150/yr. from \$90/yr. for qualifying employees in DPH/Administrative Services and DOT/ Road Services, Fleet and Airport.
		Increased Footwear Allowance to \$150/yr. from \$75/yr. for qualifying employees in DNRP/Solid Waste.
		Increased Clothing Allowance by \$50/yr. for qualifying employees in DCHS/MHCADSD.
		Added County provided Personal Protective Equipment where required for qualifying employees in DCHS/MHCADSD.

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**King County**

**Metropolitan King County Council  
Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	11	<b>Name:</b>	Beth Mountsier
<b>Proposed No.:</b>	2016-0316	<b>Date:</b>	September 13, 2016

**SUBJECT**

An ordinance naming the Aircraft Rescue Firefighting (ARFF) building at the King County International Airport in honor of WWII firefighter Luther Bonner.

**SUMMARY**

The ordinance recounts the service of Seattle firefighter Luther Dean Bonner, who died in the line of duty fighting a fire in close proximity to the King County International Airport (KCIA) on Airport Way and memorializes his contributions by naming the soon to be completed ARFF facility as the “Luther Bonner Building”. Title Amendment 1 corrects the proposed ordinance to show formal name of the AAFF facility: the “Luther Dean Bonner Building.”

**BACKGROUND**

**King County International Airport / Boeing Field and the B-29 Bomber**

Boeing began work on pressurized long-range bombers in 1938, in response to a United States Army Air Corps request. Boeing's design study was a pressurized derivative of the Boeing B-17 Flying Fortress. Although the Air Corps did not have money to pursue the design, Boeing continued development with its own funds as a private venture. In April 1939, Charles Lindbergh convinced General Henry H. Arnold to produce a new bomber in large numbers to counter the Nazi war effort.

On February 18, 1943, a prototype B29<sup>1</sup> flying out of Boeing Field experienced an engine fire and crashed into Frye and Company Meat Packing Plant. The crash killed Boeing test pilot Edmund T. Allen and his 10-man crew, 20 workers at the plant, and a Seattle firefighter, Luther Dean Bonner. To this day this is the largest life-loss fire in Seattle history.

**Firefighter Luther Dean Bonner**

Luther Dean Bonner was born February 12, 1920 in Clearwater County, Idaho. Firefighter Bonner was hired by the Seattle Fire Department on October 27th, 1942; he

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<sup>1</sup> Despite this setback, by the end of 1943 the first 100 B-29 bombers were being delivered (and quickly updated) and by spring 1944 were in active service. Although considered for other theaters, and briefly evaluated in the United Kingdom, the B-29 was exclusively used in World War II in the Pacific Theatre.

was 22. He was newly married to his wife Priscilla, and they had a young daughter, Charolette Dean. On February 18, 1943, Firefighter Bonner responded to the crash site to fight the fire and to save lives. Sadly, in the course of battling the intense flames of the fire at the Frye warehouse, Firefighter Bonner made the ultimate sacrifice and lost his life in the service to others.

On February 25th, Bonner's commanding officer, Captain Rodney W. Graham wrote the following report:

February 25th, 1943

This is to certify that I was in charge of Seattle Fire Department Truck Co. No. 1 and on duty at the Frye Packing Company fire which occurred in this city on Thursday, February 18th, 1943.

At this particular fire Mr. Luther Dean Bonner, regularly employed as a City of Seattle Fire Department fireman, was assigned to my company. At approximately 1:30 A.M. said Luther D. Bonner was assisting me under orders, in operating a hose line while extinguishing the fire. In the performance of this duty Luther D. Bonner was suffocated from the lack of oxygen and died as a result of same.

Captain Rodney W. Graham.  
Truck Co. No. 1  
Seattle Fire Department.

Firefighter Bonner was buried in an unmarked gravesite at Evergreen Washelli Cemetery. The young widow went to live with Bonner's sister and family in a logging camp away from Seattle the day after Mr. Bonner's funeral.

After becoming aware of the Frye fire and Firefighter Bonner's sacrifice, Retired Seattle Firefighter Dave Peery went to Evergreen Washelli Cemetery in an attempt to locate Firefighter Bonner's gravesite. After a few unsuccessful attempts to locate the gravesite, Mr. Peery contacted the cemetery's employees to solicit help. Using a cemetery map, they located Firefighter Bonner's unmarked gravesite.

In November of 2009 with the help of local firefighters, news teams, family and Evergreen Washelli, Firefighter Bonner was honored with a permanent memorial at the Evergreen Washelli Cemetery. A formal Seattle Fire Department line-of-duty-death ceremony was held. Firefighter Bonner's daughter Charolette Dean and granddaughter Debra attended the ceremony. Sadly, his widow, Priscilla Bonner, had passed away a few years before.

### **Aircraft Rescue Firefighting (ARFF) unit and new facilities**

KCIA is currently completing the construction of a new building that will house the equipment and staff for the ARFF unit. This is a replacement facility for the existing headquarters building at 8190 E. Marginal Way South. The new building will be approximately 8,300 square feet with three apparatus bays that can accommodate two ARFF firefighting vehicles and a command vehicle. The building will also accommodate

approximately twenty firefighters. Total cost of the building is \$7.7 million, funded ninety percent by the Federal Aviation Administration. Substantial completion is anticipated in December.

The ARFF unit at KCIA is rather unique among air rescue services around the country. The unit is staffed with King County Sheriff deputies who are also cross-trained and certified as Washington State firefighters and emergency medical technicians. Sheriff's deputies and sergeants in ARFF unit hold national and international certifications in the areas of aircraft rescue firefighting, structural firefighting, emergency medical response, and are also responsible for law enforcement and airfield safety and security services at the airport. With this configuration and staffing model, the ARFF unit provides a variety of services including: law enforcement, airfield security services and safety inspections for the airport.

The ARFF unit is a critical part of the safety and security services at KCIA since it is one of the busiest primary non-hub airports in the country. Just four miles south of downtown Seattle, it averages around 200,000 operations (takeoffs and landings) each year. The airport serves small commercial passenger airlines, cargo carriers, private aircraft owners, helicopters, corporate jets, and military and other aircraft. It is also home to the Boeing Company's 737 aircraft flight-test program, along with other Boeing operations. The Museum of Flight is located there, with its wide variety of aircraft and exhibits showcasing aviation history. KCIA is frequently host to celebrities and dignitaries, including the President of the United States, who prefer Boeing Field because of its proximity to downtown Seattle and other commercial areas.

In this context, the ARFF unit and its emergency service personnel contend with unique and potentially catastrophic scenarios that can endanger large numbers of people. It is the ARFF unit's responsibility to mitigate and manage these occurrences.

Sargent Lon Shook (assigned to the ARFF unit), who has represented the unit during the design phase of the building proposed to name the new building to honor the memory of Luther Dean Bonner, as a fellow firefighter who died in the line of duty due to an aircraft incident. In addition to King County sponsors, the naming is supported by the King County Sheriff, the Seattle Fire Fighters' Union and Luther Dean Bonner's daughter and granddaughter.

## **ANALYSIS**

This ordinance would honor and memorialize Luther Dean Bonner by naming the ARFF facility (expected to be commissioned by the end of this year and completed in spring 2017) at 8190 East Marginal Way South on KCIA property as the "King County International Airport, Luther Dean Bonner Memorial Aircraft Rescue and Fire Fighting Station".

## **AMENDMENTS**

Amendments to correct a typographical error and correct the formal name of the facility and the recognition for Luther Dean Bonner are attached to this report.

## **ATTACHMENTS**

1. Proposed Ordinance 2016-0316
2. Amendment 1
3. Amendment 2
4. Title Amendment 1

## **INVITED**

1. John Urquhart, Sheriff, King County Sheriff's Office
2. Chris Barringer, Chief of Staff, King County Sheriff's Office
3. Sergeant Lon L. Shook, Sheriff's Office, ARFF Unit, KCIA
4. Lieutenant Kenny Stuart, Seattle Fire Dept., Union President
5. Dave Peery, Seattle Fire Department (retired)



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

September 12, 2016

### Ordinance

**Proposed No.** 2016-0316.1

**Sponsors** McDermott and Dunn

1 AN ORDINANCE related to the naming of the aircraft  
2 rescue firefighting unit building at the King County  
3 International Airport in honor of Luther Bonner.

4 **STATEMENT OF FACTS:**

- 5 1. King County International /Boeing Field is one of the busiest primary  
6 nonhub airports in the nation. As such, its emergency service personnel  
7 contend with unique and potentially catastrophic scenarios that can  
8 endanger large numbers of people. The responsibility to mitigate and  
9 manage these occurrences falls to the aircraft rescue firefighting unit.
- 10 2. The aircraft rescue firefighting unit at the airport is unique among other  
11 air rescue services around the nation. The unit is staffed with king county  
12 sheriff deputies who are also cross-trained and certified as Washington  
13 state firefighters and emergency medical technicians. The unit provides a  
14 variety of services including, law enforcement, airfield security services  
15 and safety inspections for the airport.
- 16 3. The aircraft rescue firefighting headquarters building at 8190 E.  
17 Marginal Way South is being replaced with a new facility that has  
18 approximately 8,300 square feet, costs \$7.7 million and includes three  
19 apparatus bays that support two ARFF firefighting vehicles and a

20 command vehicle. The building will have space for approximately twenty  
21 firefighters and will reach full occupancy and commissioning by  
22 December 31, 2016.

23 4. Mr. Luther Dean Bonner was hired by the Seattle fire department on  
24 October 27, 1942, to protect the citizens of King County from the loss of  
25 life and property resulting from fire or other disasters.

26 5. On February 18, 1943, the Frye and Company slaughterhouse and meat  
27 packing plant at 2203 Airport Way was destroyed when a B-29 Bomber on  
28 a test flight crashed into the building. The ensuing fire killed thirty-two  
29 people and became the largest life-loss fire in Seattle history.

30 6. At 1:30 on the morning of February 19, 1943, Luther Bonner was  
31 killed in the line of duty while operating a hose line in an effort to  
32 extinguish the Frye and Company fire.

33 7. Although Luther Bonner passed away on February 19, 1943, his noble  
34 sacrifice in service of the citizens of King County will remain with us.

35 8. We wish to honor Luther Bonner's sacrifice and significant service.

36 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

37 SECTION 1. We do hereby honor and memorialize Luther Bonner by naming

38 the aircraft rescue and firefighting facility at 8190 E. Marginal Way South at the King  
39 County International Airport the Luther Bonner Building.  
40

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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J. Joseph McDermott, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** None

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09/13/16

**1**

em

Sponsor: Peter von Reichbauer

Proposed No.: 2016-0316

1 **AMENDMENT TO PROPOSED ORDINANCE 2016-0316, VERSION 1**

2 On page 2, on line 27, after "packing" strike "plan" and insert "plant"

3 **EFFECT: Corrects a typographical error**

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<b>2</b>
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09/13/16

em

Sponsor: Peter von ReichbauerProposed No.: 2016-0316

1 **AMENDMENT TO PROPOSED ORDINANCE 2016-0316, VERSION 1**

2 On page 2, beginning on line 37, after "SECTION 1." strike "We do hereby honor and  
3 memorialize Luther Bonner by naming the aircraft rescue and firefighting facility at 8190  
4 E. Marginal Way South at the King County International Airport the Luther Bonner  
5 Building." and insert "We do hereby honor and memorialize firefighter Luther Dean  
6 Bonner by naming the aircraft rescue and firefighting station at 8190 E. Marginal Way  
7 South the King County International Airport, Luther Dean Bonner Memorial Aircraft  
8 Rescue and Fire Fighting Station."

9 **EFFECT: Corrects the actual title being conferred on the ARFF facility.**

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09/13/16

em

Sponsor: Peter von Reichbauer

Proposed No.: 2016-0316

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2016-0316, VERSION 1**

2 On page 1, beginning on line 1, strike lines 1 through 3, and insert:

3 "AN ORDINANCE related to the naming of the aircraft  
4 rescue firefighting unit building at the King County  
5 International Airport in honor of Luther Dean Bonner."

6 **EFFECT: Would change the title to correctly identify "Luther Dean Bonner"**

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**King County**

**Metropolitan King County Council  
Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	12	<b>Name:</b>	Beth Mountsier
<b>Proposed No.:</b>	2016-B0177	<b>Date:</b>	September 13, 2016

**SUBJECT**

A quarterly oral briefing in response to a 2015-2016 Biennial Budget Ordinance proviso regarding regarding perimeter security measures at the King County International Airport (KCIA).

**SUMMARY**

Ordinance 18110 amended the 2015-2016 Biennial Budget Ordinance 17941, Section 129, Proviso P8 to require quarterly oral reports by the executive to the Government Accountability and Oversight Committee (GAO) on matters related to airport perimeter security measures for each prior quarter. As directed, these reports are to include security measures implemented in the previous quarter; security violations; and updated plans, including financial strategies for additional security investments to prevent physical intrusions on to airport property.

This third quarter 2016 briefing by King County International Airport (KCIA) staff will provide an update on the previous quarter and current activities regarding these matters.

**BACKGROUND**

As amended, Ordinance 17941, Section 129, Proviso P8 directs that:

Of this appropriation, \$240,000 shall be expended or encumbered only in six increments of \$40,000 each after the executive provides a quarterly oral report on matters related to airport perimeter security measures for each prior quarter, transmits a motion that accepts the quarterly report and each motion is adopted by the council. Each motion shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. Upon passage of each motion, \$40,000 is released for expenditure.

Each quarterly report before the government accountability and oversight committee, or its successor, on airport perimeter security measures shall address the following elements: security measures implemented in the previous quarter; security violations; and updated plans, including financial strategies for additional security investments to prevent physical intrusions on to airport prooerty. If any public reporting on the elements would affect

national security, the executive shall provide the oral report in executive session under RCW 42.30.110(1)(a). For reporting on those elements that do not affect national security, the executive shall provide the required reporting in open session.

The original proviso in the 2015-2016 Biennial Budget Ordinance 17941 called for an assessment and recommendations regarding security measures at KCIA. KCIA staff contracted with a consultant, Aviation Security Consulting, Inc. to provide an assessment of KCIA facilities and report on airport perimeter security measures already implemented, potential vulnerabilities to security breaches and recommendations for additional security investments. The assessment conducted by Aviation Security Consulting, Inc. involved surveying the existing airport-owned security systems including physical security perimeter systems, technical security systems, and operational security protocols.

Aviation Security Consulting, Inc. briefed the GAO Committee on April 14, 2015 about their assessment and recommendations in executive session due to the sensitive security information contained in the report and concerns that public reporting of information could affect national security.

Based on the consultant's assessment and recommendations and direction from GAO Committee members, King County Department of Transportation and KCIA staff prepared preliminary recommendations for additional investigations, actions and development of an immediate and long-term plan for possible investments. They briefed the committee and sought feedback on their recommendations in executive session at the June 9, 2015 committee meeting.

This briefing and oral report to the committee is intended to update the committee on activities in the previous quarter and respond to the proviso. It is anticipated that the majority, if not all, of the briefing will be in executive session.

Proposed Motion 2016-0413 on the September 13, 2016 GAO Committee agenda would accept the oral report and release \$40,000.

### **INVITED**

1. Randall Berg, Director, King County International Airport (KCIA)
2. Michael Colmant, Assistant Director, KCIA



**King County**

**Metropolitan King County Council  
Government Accountability and Oversight Committee**

**STAFF REPORT**

<b>Agenda Item:</b>	13	<b>Name:</b>	Beth Mountsier
<b>Proposed No.:</b>	2016-0413	<b>Date:</b>	September 13, 2016

**SUBJECT**

This is a motion accepting the 2016 third quarter oral report on airport perimeter security measures as required by Ordinance 17941, Section 129, Proviso P8, as amended.

**SUMMARY**

Ordinance 18110 amended the 2015-2016 Biennial Budget Ordinance 17941, Section 129, Proviso P8 to require quarterly oral reports by the executive to the Government Accountability and Oversight Committee (GAO) on matters related to airport perimeter security measures for each prior quarter. As directed, these reports are to include security measures implemented in the previous quarter; security violations; and updated plans, including financial strategies for additional security investments to prevent physical intrusions on to airport property.

The third quarter briefing by King County International Airport (KCIA) staff is scheduled for September 13, 2016, including an update on the previous quarters and current activities regarding these matters. Proposed Motion 2016-0413 would accept the oral report and release \$40,000 for expenditure.

**BACKGROUND**

As amended, Ordinance 17941, Section 129, Proviso P8 directs that:

Of this appropriation, \$240,000 shall be expended or encumbered only in six increments of \$40,000 each after the executive provides a quarterly oral report on matters related to airport perimeter security measures for each prior quarter, transmits a motion that accepts the quarterly report and each motion is adopted by the council. Each motion shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. Upon passage of each motion, \$40,000 is released for expenditure.

Each quarterly report before the government accountability and oversight committee, or its successor, on airport perimeter security measures shall address the following elements: security measures implemented in the previous quarter; security violations; and updated plans, including financial strategies for additional security investments to prevent physical intrusions

on to airport property. If any public reporting on the elements would affect national security, the executive shall provide the oral report in executive session under RCW 42.30.110(1)(a). For reporting on those elements that do not affect national security, the executive shall provide the required reporting in open session.

The original proviso in the 2015-2016 Biennial Budget Ordinance 17941 called for an assessment and recommendations regarding security measures at KCIA. KCIA staff contracted with a consultant, Aviation Security Consulting, Inc., to provide an assessment of KCIA facilities and report on airport perimeter security measures already implemented, potential vulnerabilities to security breaches and recommendations for additional security investments. The assessment conducted by Aviation Security Consulting, Inc. involved surveying the existing airport-owned security systems including physical security perimeter systems, technical security systems, and operational security protocols.

Aviation Security Consulting, Inc. briefed the GAO Committee on April 14, 2015 about their assessment and recommendations in executive session due to the sensitive security information contained in the report and concerns that public reporting of information could affect national security.

Based on the consultant's assessment and recommendations and direction from GAO Committee members, King County Department of Transportation and KCIA staff prepared preliminary recommendations for additional investigations, actions and development of an immediate and long-term plan for possible investments. They briefed the committee and sought feedback on their recommendations in executive session at the June 9, 2015 committee meeting. KCIA staff have been briefing GAO Committee since then on actions based on the recommendations.

## **ANALYSIS**

In conformance with the revised budget proviso, KCIA staff is scheduled to brief the Government and Accountability Committee on September 13, 2016 in Executive Session and provide information to committee members on security measures implemented in the previous quarter; security violations; and updated plans, including financial strategies for additional security investments to prevent physical intrusions on to airport property.

This briefing and oral report to the committee will need to have occurred and been responsive to the budget proviso prior to the committee taking action on Proposed Motion 2016-0413.

## **ATTACHMENTS:**

1. Proposed Motion 2016-0413
2. Transmittal Letter

## **INVITED**

1. Randall Berg, Director, King County International Airport (KCIA)
2. Michael Colmant, Assistant Director, KCIA



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

September 12, 2016

### Motion

**Proposed No.** 2016-0413.1

**Sponsors** von Reichbauer

1           A MOTION accepting the 2016 third quarter oral report on  
2           airport perimeter security measures in compliance with  
3           Ordinance 17941, Section 129, Proviso P8, as amended by  
4           Ordinance 18110, Section 60.

5           WHEREAS, the King County council in adopting Ordinance 17941, Section 129,  
6           Proviso P8, as amended by Ordinance 18110, Section 60, directs the executive to  
7           provide quarterly oral reports third quarter 2015 through fourth quarter 2016 on matters  
8           related to airport perimeter security measures, and submit a motion to accept each oral  
9           report to release \$40,000 upon passage of the motion, and

10          WHEREAS, the King County International Airport recognizes that changes in  
11          aviation security and threat environments require the airport to remain vigilant and  
12          capable of responding to security threats, and

13          WHEREAS, the airport retained a consultant to conduct an assessment of existing  
14          airport owned security systems including physical security perimeter systems, technical  
15          security systems and operational security protocols, and

16          WHEREAS, the 2016 third quarter oral report before the government  
17          accountability and oversight committee on airport perimeter security measures addressed:  
18          security measures implemented in the previous quarter; security violations; and updated

19 plans, including financial strategies for additional security investments to prevent  
20 physical intrusions on to airport property, and

21 WHEREAS, government accountability and oversight committee members were  
22 given the opportunity to ask questions in open and executive session regarding the oral  
23 report, and

24 WHEREAS, executive staff have offered to provide the same oral report to any  
25 councilmember requesting information on airport perimeter security measures;

26 NOW, THEREFORE, BE IT MOVED by the Council of King County:

Motion

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27           The 2016 third quarter oral report on matters related to airport security measures  
28 is hereby accepted.  
29

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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J. Joseph McDermott, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** None

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August 15, 2016

The Honorable Joe McDermott  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember McDermott:

Ordinance 17941, Section 129, Proviso 8, as amended by Ordinance 18110, Section 60 requires that the Department of Transportation provide quarterly briefings to the Government Accountability and Oversight Committee detailing progress on improving security at the King County International Airport.

The security report briefing has been scheduled and will be provided to the Government Accountability and Oversight Committee on August 23, 2016. I am transmitting to the King County Council a motion approving the report, regarding progress and activities undertaken to enhance perimeter security at the King County International Airport. The proviso states, in part:

*Of this appropriation, \$240,000 shall be expended or encumbered in six increments of \$40,000 each only after the executive provides a quarterly oral report on matters related to airport perimeter security measures for each prior quarter, transmits a motion that accepts the quarterly report and each motion is adopted by the council. Each motion shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. Upon passage of each motion, \$40,000 is released for expenditure.*

*Each quarterly report before the government accountability and oversight committee, or its successor, on airport perimeter security measures shall address the following elements: security measures implemented in the previous quarter; security violations; and updated plans, including financial strategies for additional security investments to prevent physical intrusions on to airport property.*

The Honorable Joe McDermott  
August 15, 2016  
Page 2

The report outlines the progress to date and future planned activities related to designing and implementing an enhanced “layered” security perimeter including fence and gate replacements, barrier installation, and lighting.

This activity is consistent with both the KCIA and King County Strategic Plans to maintain safe and secure county owned infrastructure.<sup>1</sup> The barrier work has been substantially completed at a total cost of \$450,000, and the fencing construction \$945,000 will be put out to bid in late third quarter or fourth quarter 2016.

The adopted omnibus supplemental budget, Ordinance 18110, included appropriation authority to fund planning, design, and some of the implementation activities. A new request to complete the funding for the implementation phase of fence and barrier installation has been approved by Council in the mid biennial budget request in Ordinance 18239.

If you have any questions, please contact Mike Colmant, Airport Assistant Director of the King County International Airport, at 206-263-2595.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Carolyn Busch, Chief of Staff  
          Anne Noris, Clerk of the Council  
Carrie S. Cihak, Chief of Policy Development, King County Executive Office  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Harold S. Taniguchi, Director, Department of Transportation (DOT)  
Randy Berg, Director, King County International Airport (KCIA), DOT  
Mike Colmant, Assistant Airport Director, KCIA, DOT

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<sup>1</sup> King County Strategic Plan – Justice and Safety Goal – Strategy 1.b. and KCIA Strategic Plan Objective 3.c.