



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

Transportation, Economy and Environment Committee

*Councilmembers: Rod Dembowski, Chair; Jane Hague, Vice Chair;
Kathy Lambert, Joe McDermott, Larry Phillips, Dave Upthegrove, Pete von Reichbauer*

*Staff: Mary Bourguignon, Lead Staff (206-477-0873)
Janice Mansfield, Committee Assistant (206-477-0882)*

9:30 AM

Tuesday, October 20, 2015

Room 1001

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 pp. 5-8

October 14, 2015 Special Meeting Minutes

4. Public Comment

Discussion and Possible Action

Consent

5. Proposed Ordinance No. 2015-0389 pp. 9-52

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers) representing employees in the department of natural resources and parks; and establishing the effective date of said agreement.

Sponsors: Mr. Phillips

Nick Wagner, 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.



Discussion and Possible Action

6. [Proposed Motion No. 2015-0252](#) pp. 53-254

A MOTION adopting the 2015 King County Strategic Climate Action Plan, submitted in compliance with K.C.C. 18.25.010.A.4.

Sponsors: Mr. Phillips

Jenny Giambattista, Council Staff

7. [Proposed Ordinance No. 2015-0381](#) pp. 255-650

AN ORDINANCE authorizing the executive to execute an agreement between King County and Sound Transit for ST Express bus service operations and maintenance.

Sponsors: Mr. Phillips

Paul Carlson, Council Staff

8. [Proposed Ordinance No. 2015-0372](#) pp. 651-682

AN ORDINANCE approving and adopting the memorandum of agreement regarding benefit plan changes effective January 1, 2016, negotiated by and between King County and Amalgamated Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division)) representing employees in the departments of transportation and executive services; and establishing the effective date of said agreement.

Sponsors: Mr. Dembowski and Mr. Phillips

Nick Wagner, Council Staff

9. [Proposed Ordinance No. 2015-0373](#) pp. 651-682

AN ORDINANCE approving and adopting the memorandum of agreement regarding 2016 plan design change for the 2016 benefit year (palliative care offered by KingCare and/or SmartCare) negotiated by and between King County and Amalgamated Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division)) representing employees in the departments of transportation and executive services; and establishing the effective date of said agreement.

Sponsors: Mr. Dembowski and Mr. Phillips

Nick Wagner, Council Staff

Briefing

10. [Briefing No. 2015-B0200](#) pp. 683-686

Service Guidelines Task Force

Paul Carlson, Council Staff

11. [Proposed Ordinance No. 2015-0365](#) pp. 687-800

AN ORDINANCE authorizing the executive to enter into interlocal agreements for salmon conservation efforts in the Snoqualmie and South Fork Skykomish Watershed within Water Resource Inventory Area 7, the Lake Washington/Cedar/Sammamish Watershed also known as Water Resource Inventory Area 8, and the Green/Duwamish and Central Puget Sound Watershed also known as Water Resource Inventory Area 9.

Sponsors: Mr. Phillips, Ms. Lambert and Mr. McDermott

Erin Auzins, Council Staff

Hiedi Popochock, Council Staff

Other Business

[Grant Alerts](#) pp. 801-806

Included in the members' packets are items for which no staff report will be given.

- 15-037 WRIA9 Cooperative Riparian Habit Improvement Project
- 15-038 Duwamish Floating Wetlands

Adjournment

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King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Minutes Transportation, Economy and Environment Committee

*Councilmembers: Rod Dembowski, Chair; Jane Hague, Vice
Chair;
Kathy Lambert, Joe McDermott, Larry Phillips, Dave Upthegrove,
Pete von Reichbauer*

*Staff: Mary Bourguignon, Lead Staff (206-477-0873)
Janice Mansfield, Committee Assistant (206-477-0882)*

1:30 PM

Wednesday, October 14, 2015

Room 1001

DRAFT MINUTES

SPECIAL MEETING

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 Dembowski called the Transportation, Economy and Environment Committee meeting to order at 1:33 p.m.

2. **Roll Call**

Present: 7 - Mr. Dembowski, Ms. Hague, Ms. Lambert, Mr. McDermott, Mr. Phillips, Mr. Upthegrove and Mr. von Reichbauer

3. **Approval of Minutes**

Councilmember von Reichbauer moved approval of the regular and special meeting minutes of October 6, 2015. Seeing no objections, the minutes were approved as presented.

4. Public Comment

The following persons spoke:

- 1) Reg Newbeck
- 2) Alex Tsimerman
- 3) Jorgen Bader
- 4) Queen Pearl

*The meeting went into recess at 1:44 a.m.
The meeting was reconvened at 1:45 a.m.*

- 5) Andrew Austin
- 6) Richard Smallwood

Discussion and Possible Action

5. Proposed Ordinance No. 2015-0349

AN ORDINANCE approving public transportation service changes for March 2016 that include countywide service changes and the extension of RapidRide C and D Lines funded by the city of Seattle through the transit service funding agreement with King County.

Sponsors: Mr. Phillips

This item was expedited to the October 19, 2015 Council Meeting.

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

Yes: 7 - Mr. Dembowski, Ms. Hague, Ms. Lambert, Mr. McDermott, Mr. Phillips, Mr. Upthegrove and Mr. von Reichbauer

6. Proposed Ordinance No. 2015-0350

AN ORDINANCE approving public transportation service changes to integrate with the Link light rail extension to Capitol Hill and the University of Washington.

Sponsors: Mr. Phillips

Mary Bourguignon, Council Staff, briefed the committee and answered questions of the members.

Paul Carlson, Council Staff, briefed the committee and answered questions of the members.

Councilmember Phillips moved Do Pass Amendment 1.

Jeremy Fichter, Transportation Planner, Transit Division, King County Department of Transportation, answered questions of the members.

Amendment 1 passed.

This item was expedited to the October 19, 2015 Council Meeting.

A motion was made by Councilmember Phillips that this Ordinance be Passed Out of Committee Without a Recommendation. The motion carried by the following vote:

Yes: 7 - Mr. Dembowski, Ms. Hague, Ms. Lambert, Mr. McDermott, Mr. Phillips, Mr. Upthegrove and Mr. von Reichbauer

Adjournment

The meeting was adjourned at 2:34 p.m.

Approved this _____ day of _____.

Clerk's Signature

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**King County
Metropolitan King County Council
Transportation, Economy, and Environment Committee**

STAFF REPORT

Agenda Item:	5	Name:	Nick Wagner
Proposed No.:	2015-0389	Date:	Oct. 20, 2015

SUBJECT

Approval of a collective bargaining agreement with the International Brotherhood of Teamsters (Teamsters) Local 117, covering employees in the Department of Natural Resources and Parks (DNRP).

SUMMARY

Proposed Ordinance 2015-0389 (Att. 1) would approve a collective bargaining (CBA) (Att. 1-A) with Teamsters, Local 117, covering about 17 employees in the Wastewater Treatment Division (WTD) of DNRP. They are Managers and Assistant Managers in the following classifications;

- Capital Improvements Program Section Manager
- Environmental Programs Section Manager
- Financial Services Manager - WTD
- Project Planning and Delivery Section Manager
- Project Resources Unit Manager
- Wastewater Plant Operations Manager
- Wastewater Treatment Plant Manager- Assistant

The new CBA is a two-year continuation, or “rollover,” of the previous CBA, as modified by a memorandum of agreement (MOA) (Appendix A to the CBA, Att. 1-A) that the Council approved in November 2014, as described below. The new CBA covers the period from November 1, 2014, through December 31, 2016.

BACKGROUND

This bargaining unit’s previous CBA expired at the end of 2014, but its terms continued in effect pursuant to RCW 41.56.123(1),¹ except to the extent that they were modified by an MOA between the County and the King County Coalition of Unions that the

¹ 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.”

Council approved on November 10, 2014, by Ordinance 17916. The Coalition MOA provided for cost-of-living adjustments (COLAs) of 2.0 percent for 2015 and 2.25 percent for 2016 and a \$500-per-employee lump sum payment for 2014.

ANALYSIS

The only changes in the new CBA are the new effective dates (January 1, 2015, through December 31, 2016) and the changes made by the Coalition MOA, as described above.

FISCAL IMPACT

The proposed new CBA would have no fiscal impact beyond that of the Coalition MOA. The amounts listed in the Fiscal Note (Att. 4) are attributable to the Coalition MOA, not the new CBA.

INVITED

James Johnson, Labor Negotiator, Office of Labor Relations
John Searcy, Secretary-Treasurer, Teamsters Local 117

ATTACHMENTS

1. Proposed Ordinance 2015-0389
Att. A (Collective Bargaining Agreement)
2. Checklist and Summary of Changes (prepared by executive staff)
3. Transmittal Letter
4. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 14, 2015

Ordinance

Proposed No. 2015-0389.1

Sponsors Phillips

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 (Wastewater Treatment Division, Managers and
5 Assistant Managers) representing employees in the
6 department of natural resources and parks; and establishing
7 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 (Wastewater
11 Treatment Division, Managers and Assistant Managers) representing employees in the
12 department of natural resources and parks, which is Attachment A to this ordinance, is
13 hereby approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2015, through and including December 31, 2016.

16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and International Brotherhood of Teamsters Local
117

**AGREEMENT BETWEEN
 KING COUNTY
 AND
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
 REPRESENTING THE MANAGERS AND ASSISTANT MANAGERS
 BARGAINING UNIT IN
 WASTEWATER TREATMENT DIVISION
 KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS
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ADDENDUM A: WAGE ADDENDUM

APPENDIX 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 **ARTICLE 1: PURPOSE AND DEFINITIONS**

2 **1. Purpose.** The intent and purpose of this Agreement is to promote a collaborative
3 relationship between the parties and to set forth the wages, hours and working conditions of such
4 employees as covered by this bargaining agreement.

5 **1.2 Definitions.** Definitions that apply to this Agreement are found under King County Code
6 (“Code”) 3.12.010. Where there is a difference between the Code definition and a definition below,
7 the Code will prevail. In addition to Code definitions, below are additional definitions that pertain
8 solely to the Agreement. If a Code definition change is made that affects this Agreement, the County
9 agrees to bargain the effects of the change as required by law.

10 **A. Benefit Eligible Employee** - Regular, provisional, probationary and term-limited
11 temporary employees are eligible for insured benefits (e.g. medical, dental, life), paid and unpaid
12 leaves as provided under the terms of this Agreement.

13 **B. Hourly Employee** - An employee who is not exempt from the Fair Labor
14 Standards Act and is eligible for overtime.

15 **C. Regular Employee** - A career service employee.

16 **D. Salaried Employee** - An employee who is exempt from the Fair Labor Standards
17 Act and is not eligible for overtime.

18 **E. Temporary Employee** - Includes probationary, provisional, short-term and term-
19 limited employees.

20 **F. Transfer** - Movement of an employee from one position to another within the
21 same classification or different classification with the same pay range of the former classification.

22 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP**

23 **STEWARDS**

24 **2.1 Union Recognition**

25 King County (County) recognizes Teamsters Local Union No. 117, affiliated with the
26 International Brotherhood of Teamsters (Union), as the sole and exclusive bargaining representative
27 of all full-time and regular part-time employees whose job classifications are listed in the attached
28 Addendum A. The County agrees to extend recognition of the Union as bargaining representative

1 for any new or added eligible manager and assistant manager positions that may be created in the
2 future in the Wastewater Treatment Division (Division), in accordance with its PERC recognition.

3 **2.2 Union Membership**

4 **A.** It is a condition of employment that, within thirty (30) days of the effective date of
5 this Agreement, all employees covered by the Agreement will become and remain members in good
6 standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This
7 requirement will apply to employees who are temporarily appointed to work in a job classification
8 covered by this Agreement if the appointment is expected to last thirty (30) days or more, however,
9 they will not be required to pay initiation fees and become a "member in good standing" if such
10 action is based solely upon an "acting" position status.

11 **B.** Employees covered by this Agreement who qualify for an exemption from the
12 requirement for Union membership based on an employee's bona fide religious belief shall contribute
13 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the
14 Union. The Employee shall furnish the Union with written proof each month that such payments are
15 being made. If the employee and the Union do not reach agreement on such matter, the Public
16 Employment Relations Commission (PERC) shall designate the charitable organization.

17 **C.** Failure by an employee to abide by the provisions of paragraphs A and B will
18 constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A
19 and B, the Union will provide the employee and the County with seventy-two (72) hours notice of
20 intent to seek the discharge of the employee. During this period the employee may bring the amount
21 in arrears current to avoid discharge.

22 **D.** Upon request, the County will provide the Union with a current list of all
23 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,
24 employment status, job classification, and date of hire into his/her current classification.

25 **E.** The County will notify the Union of all new hires, and will notify the Union
26 whenever an employee is moved into or out of a bargaining unit position. The notification will
27 include the employee's name, section and/or unit, employment status, job classification, date of hire
28 and effective date of the personnel action.

1 **2.3 Union Dues Deduction**

2 A. Upon receipt of written authorization individually signed by a bargaining unit
3 member, the County will deduct from the pay of such employee the amount of dues, initiation fees,
4 assessments, and agency fees as certified by the Union.

5 B. The Union will indemnify and hold the County harmless against any claims made
6 and any suit instituted against the County on account of any collection of the dues for the Union. The
7 Union agrees to refund to the County any amounts paid to it in error on account of the collection
8 provision, upon presentation of proper evidence thereof.

9 **2.4 Shop Stewards, Union Activities and Representation**

10 A. Union Representatives (Staff) may visit the work location of employees covered by
11 the Agreement at any reasonable time. They shall inform the Division Director/designee upon arrival
12 at the work site being visited.

13 B. The Union will provide the Division and the Labor Negotiator with the names of
14 Shop Stewards. When contract administration business is conducted during working hours, the Shop
15 Steward is responsible for clearing the time taken away from work with his/her manager or
16 supervisor.

17 C. The Union shall be allowed use of bulletin board space to post Union notices.
18 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and
19 remove Union materials, and only materials originating from the Union office and bearing the Union
20 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.
21 The Union shall be allowed to post electronic mail notices on the County system if the notices meet
22 the same requirements, provided they comply with County policies governing electronic mail and
23 internet use.

24 D. Employees who are designated by the Union as stewards may make limited use of
25 County telephones and FAX machines and similar equipment for the purposes of contract
26 administration in accordance with applicable County policies. In addition, such stewards may use the
27 County electronic mail system for communications related to contract administration, provided they
28 comply with County policies governing electronic mail and internet use. In no circumstances shall

1 use of the County equipment interfere with County operations.

2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

3 The management of the County and the direction of the work force are vested exclusively in
4 the County, except as may be limited by the express written terms of this Agreement. All matters,
5 including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline
6 and discharge, train, assign and direct the work force; improve efficiency; develop work rules,
7 policies and procedures; develop and modify classification specifications, allocate positions to those
8 classifications, allocate employees to those positions; determine work schedules, determine location
9 of facilities and assign employees to those locations; appraise employee performance; contract out
10 work; determine wage rates and wage schedules, place employees on the wage schedules and wage
11 rates, and determine the methods employees move through wage schedules and wage rates at time of
12 appointment; determine methods, processes and means for providing services; and take whatever
13 actions are necessary as determined by the County in emergencies declared by the Department
14 Director, County Executive, Governor of the State of Washington, or President of the United States.

15 **ARTICLE 4: CONTRACTING OUT**

16 A. The County shall not contract out work performed by members of the bargaining unit if
17 the contracting of such work eliminates, reduces, or limits the normal work load of the bargaining
18 unit.

19 B. In the case of a circumstance that is beyond the control of the County at the time action is
20 required, that could not reasonably have been foreseen, and for which the County is not reasonably
21 able to provide the necessary tools, employees, or equipment to perform the work in a timely manner,
22 the County shall be allowed to enter into contracting arrangements for this purpose only. The County
23 shall officially notify the Union of such instances in advance and discuss the impact of and possible
24 alternatives to these arrangements, if any, on the bargaining unit.

25 C. If, in order to secure funding for a specific project, the County is required to contract all or
26 part of the work to be performed due to limitations imposed by the funding agreement, such
27 contracting shall not be considered a violation of the Agreement. In such instances, the Union shall
28 be officially notified in advance.

1 **ARTICLE 5: BENEFIT TIME**

2 **5.1 General Description**

3 The benefit program has two elements to it: one is Benefit Time (BT) and the other is
4 Extended Sick Leave (ESL). Both programs are for benefit eligible employees and built on the
5 accrual rate table set forth in Section 5.5. This program recognizes the need for scheduled time away
6 from the job (vacation and holidays) for personal reasons and for occasions when the employee must
7 be away because of illness or injury. BT is administered with the understanding that: a) BT is
8 intended to constitute wages earned for services rendered, and b) because business needs may
9 constrain employees' ability to utilize leave, the Collective Bargaining Agreement provides for a
10 yearly cash conversion of up to one hundred and twenty (120) hours of BT.

11 **5.2 Definitions**

12 A. All BT and ESL time is based on a two thousand eighty (2,080) hours per year. BT
13 is the bank of time accrued for use during scheduled paid time off, including holidays, and
14 unscheduled paid time off (excluding bereavement leave and jury duty) to include the first two (2)
15 consecutive days of unscheduled illness or injury.

16 B. ESL is the bank of time accrued for use during all paid nonscheduled illness or
17 injury exceeding two (2) consecutive scheduled workdays for employees and their dependents, as
18 well as for scheduled paid time off for medical reasons.

19 C. Employees may donate BT and ESL to another benefit eligible employee in
20 accordance with Article 5.8.

21 **5.3 Principles**

22 A. The BT program is intended to provide a productive workplace where employees
23 are encouraged to be healthy and regularly be at work.

24 B. Operational efficiency is increased by the responsible management of the benefit
25 time usage.

26 **5.4 Absence**

27 A. Employees are expected to schedule BT as far in advance as possible to facilitate
28 business planning. Employees are expected to notify their supervisor each day of any unscheduled

1 absence. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days,
 2 the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day.
 3 However, all BT and ESL time shall be coordinated with, and supplementary to, Workers'
 4 Compensation.

5 **B.** Salaried employees use accrued BT and ESL in increments of not less than one (1)
 6 regular work day. Salaried employees who are absent for part of a work day will not be required to
 7 charge such absences against any accrued leave balances nor will the employee's pay be reduced.

8 **C.** BT and ESL will be paid only to the extent that BT and ESL hours have been
 9 accrued by the employee in the pay period immediately preceding the absence.

10 **5.5 Benefit Time Accrual and Extended Sick Leave Accrual**

11 **A.** BT accrual shall be as follows and based on a benefit eligible employee's adjusted
 12 service date:

Years of Employment	Accrual Rates		
	Annual	Bi-weekly	Hourly
Less than 5 years	232	8.923	0.1115
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11.692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538
19 years but less than 20 years	328	12.615	0.1577
20 years but less than 21 years	336	12.923	0.1615
21 years but less than 22 years	344	13.231	0.1654
22 years but less than 23 years	352	13.538	0.1692
23 years but less than 24 years	360	13.846	0.1731
24 years but less than 25 years	368	14.154	0.1769
More than 25 years of service	376	14.462	0.1808

1 **B.** Annual and bi-weekly totals in the above table are approximations and may vary
2 slightly based on the hourly rate.

3 **C.** ESL accrual shall accumulate for all employees on the basis of fifty-six (56) hours
4 per year (0.0269 hours per hour).

5 **D.** The hourly accrual rates indicated in this article shall not be construed to mean that
6 salaried employees receive compensation based on number of hours worked.

7 **5.6 Benefit Time Accumulation and Extended Sick Leave Accumulation and**
8 **Conversion**

9 **A.** The maximum accumulated carryover of BT from the pay period ending before
10 April 1st of one calendar year to the next shall be six hundred (600) hours. Employees with at least
11 four hundred and eighty (480) hours at that time shall have the option to convert up to one hundred
12 and twenty (120) hours to cash, down to a balance of four hundred and eighty (480) hours.

13 **B.** There shall be no limit on the amount of ESL accrued.

14 **C.** Current benefit eligible County employees who are new in the unit and who have
15 more than 40 hours of sick leave may convert up to forty (40) hours from their sick leave balance into
16 BT. Any remaining sick leave balance will convert into ESL. For such employees who have less
17 than 40 hours of accrued sick leave, all sick leave accruals will be converted to BT time. Vacation
18 leave balances will convert to BT.

19 **D.** Unless modified by a VEBA agreement employees who have successfully
20 completed probation may cash-out a maximum of 480 hours of BT time upon leaving employment in
21 good standing. Employees returning to regular service who resigned, were separated for non-
22 disciplinary medical reasons or from layoff within two (2) years will have their ESL restored.

23 **5.7 Upon Retirement or Death**

24 Upon retirement from the County or death, an employee or their beneficiary shall be paid for
25 up to four-hundred eighty (480) hours of accrued BT at one-hundred percent (100%) and for all
26 accrued ESL at thirty-five percent (35%), unless modified by a VEBA agreement. Retirement as a
27 result of length of service means an employee is eligible, applies for and begins drawing a pension
28 from PERS or the city of Seattle Retirement Plan immediately upon terminating County

1 employment.

2 **5.8 Leave Donation**

3 Employees may donate BT and ESL to another employee in accordance with County
4 guidelines for donation of vacation and sick leave, respectively, except that donated hours will accrue
5 to the donee's appropriate leave bank and do not expire or return to the donor once accrued.

6 **ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

7 **6.1 Leaves of Absence With Pay**

8 **A. Bereavement Leave.** In the event of death of a member of the employee's family,
9 a benefit eligible employee will be granted three (3) days off with pay. In addition to the bereavement
10 leave granted herein, a maximum of three (3) days ESL may be used with approval of the employee's
11 supervisor. For purposes of this section, employee's family is defined as:

- 12 • Employee's spouse or domestic partner
- 13 • Children of the employee, employee's spouse or domestic partner
- 14 • Parents of the employee, employee's spouse or domestic partner
- 15 • Siblings
- 16 • Grandchildren
- 17 • Grandparents
- 18 • Son-in-law, daughter-in-law

19 **B. Jury Duty.** A benefit eligible employee called for jury duty may be allowed the
20 necessary leave with pay not to exceed forty (40) hours per week. The employee should notify his/her
21 supervisor immediately upon receiving notification of jury duty. As the employee will be paid by the
22 County, compensation received from a jury function shall be submitted to the County. Any payment
23 for travel expenses paid by the court will be retained by the employee. The employee shall make
24 every effort to report to work in case of early excusal. This section does not apply when the employee
25 is a plaintiff or defendant.

26 **C. Military Duty/Training Leave.** An employee who is a member of the
27 Washington National Guard or any organized reserve of the Armed Forces of the United States, and is
28 ordered to be on active training duty, shall be allowed twenty-one (21) work days of military leave

1 during each training year. The employee must present orders for active or inactive training duty to
2 his/her supervisor prior to taking leave. The employee may receive military leave for weekend
3 reservist duty.

4 **D. Executive Leave.** Employees covered by this Agreement who are benefit eligible
5 and in salaried positions will receive three (3) days of Executive Leave per calendar year, prorated for
6 a partial year. Up to seven (7) additional days per year, as provided in Executive Policy, may be
7 granted at the discretion of the County.

8 **E. Military Family Leave.** As provided under RCW 49.77 employees whose spouse
9 is a member of the United States armed forces, national guard, or reserves who has been notified of
10 an impending call or order to active duty, or who has been deployed, or when the military spouse is
11 on leave from deployment, shall be entitled to a total of fifteen (15) days of unpaid leave per
12 deployment or the use of accrued paid leave. In addition, the National Defense Authorization Act
13 (NDAA) amends the Family and Medical Leave Act (FMLA) by providing up to twelve (12) weeks
14 of leave for “any qualifying exigency” and up to twenty six (26) weeks of FMLA leave to care for the
15 serious health condition of an injured or ill covered service member. Leave for a “qualifying
16 exigency” provides up to twelve (12) weeks of leave for one of eight (8) clearly defined reasons
17 arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or
18 has been notified of an impending call to active duty status. Military caregiver leave under the
19 NDAA provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to
20 care for the serious health condition of a covered service member who is recovering from an illness or
21 injury sustained in the line of duty. Eligible family members for military caregiver leave include the
22 spouse, son, daughter, parent, or next of kin of the injured covered service member. Leave under the
23 NDAA continues to follow the same eligibility criteria, protections and benefits available under the
24 FMLA law.

25 **F. Domestic Violence Leave.** Employees who are victims of or family members of
26 victims of domestic violence, sexual assault, or stalking may take reasonable leave from work for
27 legal or law-enforcement assistance, medical treatment or counseling as provided for under
28 RCW 49.76. Employees may use any accrued leave for domestic violence leave, including sick

1 leave or other paid time off, compensatory time, or unpaid leave time. Employees eligible for this
2 leave include a child, spouse, parent, parent-in-law, grandparent or person whom with the employee
3 has a dating relationship.

4 **6.2 Family and Medical Leave**

5 A. Up to eighteen (18) weeks of unpaid leave shall be granted to eligible employees
6 for the employee's own serious health condition, or for family care, as provided by County Code.

7 B. The employee must exhaust all ESL prior to using unpaid leave for the employee's
8 own health condition. Donated leave shall run concurrently with unpaid leave.

9 C. For a leave for family reasons, the employee shall choose at the beginning of the
10 leave whether it will be paid or unpaid; when an employee chooses to take paid leave for family
11 reasons, the employee may reserve up to 80 hours of ESL.

12 D. The County shall continue its contribution to health insurance during the 18 week
13 period of unpaid leave.

14 **6.3 Leaves of Absence Without Pay**

15 Benefit eligible employees may request a leave of absence without pay by presenting a written
16 request to their immediate supervisor along with any supporting documentation. The decision to
17 grant a leave of absence without pay shall be at the discretion of the County.

18 **6.4 Return from Leave of Absence**

19 A. Regular employees wanting to return from a medical leave of absence, or who need
20 to extend the leave of absence beyond the original return date, may be required to be examined by a
21 physician of the County's choice and cost to determine the employee's right to either a continuing
22 leave or work status.

23 B. Regular employees will be re-employed in their former classification at the end of
24 the leave, provided the employee is able to perform the work. Seniority, ESL balance earned, and BT
25 accrual rates based upon seniority established at the time of departure on leave of absence shall be
26 restored when the employee returns to work.

27 C. No seniority or benefits will accrue while on a leave of absence without pay. In the
28 case of a leave for the purpose of conducting Union business, employees granted leave will continue

1 to earn seniority.

2 **6.5 State Law**

3 To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a greater
4 benefit than the provisions of this Agreement, the Washington State law will apply.

5 **ARTICLE 7: MEDICAL, DENTAL & LIFE INSURANCE**

6 7.1 The County presently participates in group medical, dental and life insurance programs.
7 The County agrees to maintain the level of benefits as currently provided by these plans and pay
8 premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor
9 Management Insurance Committee.

10 7.2 The County agrees to continue the Joint Labor Management Insurance Committee
11 comprised of representatives from the County and its labor unions. The function of the Committee
12 shall be to review, study and make recommendations relative to existing medical, dental and life
13 insurance programs.

14 7.3 The Union and County agree to incorporate changes to employee insurance benefits
15 which the County may implement as a result of the agreement of the Joint Labor Management
16 Insurance Committee.

17 **ARTICLE 8: WAGE RATES**

18 8.1 The classifications and rates of pay for all employees in the bargaining unit are listed in
19 Addendum A.

20 **8.2 Total Compensation Agreement**

21 Upon full ratification of the Memorandum of Agreement titled: Addressing “Total
22 Compensation” Coalition Bargaining; 2015-2016 Budget; And Cost-of-Living Wage Adjustments
23 For King County Coalition of Labor Unions Bargaining Unit Members 2015-2016 (“Agreement”) by
24 King County, the full terms and conditions of the Agreement are agreed to and incorporated into this
25 Collective Bargaining Agreement, attached hereto as Appendix A.

26 8.3 Regular employees hired at Step 1 of the applicable pay range shall advance to Step 2 on
27 the November 1 following successful completion of their probationary period provided they receive a
28 satisfactory performance appraisal during the annual merit review process. Employees who are at

1 Step 2 or above shall progress two (2) steps annually on November 1 provided they receive a
2 satisfactory performance appraisal during the annual merit review process until reaching the top step
3 of their salary range. Employees who are at Step 10 and receive an outstanding rating on their
4 performance appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of
5 five percent (5%), above Step 10. The merit increase for eligible employees will be no less than five
6 percent (5%) above Step 10. This must be re-earned each year.

7 **8.4 Special Duty.**

8 An employee who is temporarily assigned in writing by his/her supervisor to perform the work
9 of a higher-paying classification shall be paid the first step of the pay range of the existing higher-
10 level job classification or to a pay step in the existing higher classification that provides an increase of
11 approximately five percent (5%) above the former rate of pay, whichever is greater. Compensation
12 for performing the work of a higher-paying classification may not exceed the top step of the new
13 range unless the employee was receiving above Step 10 merit pay. In those instances, the pay may
14 exceed the maximum of the new pay range by not more than five percent (5%) as long as the merit
15 pay remains in effect. This provision is to be implemented consistent with County policy for special
16 duty pay.

17 **8.5 Payroll System.** The parties agree the County has the right to implement a common
18 biweekly payroll system, and standardize pay practices and Fair Labor Standards Act's work weeks.
19 The parties agree that applicable provisions of the collective bargaining agreement may be re-opened
20 at any time by the County for the purpose of negotiating standardized pay practices, to the extent
21 required by law.

22 **ARTICLE 9: HOURS OF WORK**

23 **Schedules** - The establishment of work schedules is vested solely within the purview of the
24 County and may be changed from time to time.

25 **Fair Labor Standards Act** - Employees covered by this bargaining unit are employed in a
26 bona fide executive, administrative or professional capacity and are in turn exempt from overtime
27 payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered
28 under the King County Executive Leave Pay and Leave Practices for Executive Administration and

1 Professional Employees policy and modifications thereto, and are expected to work the hours
2 necessary to satisfactorily perform their jobs.

3 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

4 **10.1** The Union and the County recognize the importance of settling issues in a fair and
5 responsible manner at the lowest possible level of supervision and to use conflict resolution methods
6 whenever possible.

7 **10.2 Grievance Definition** - An issue raised by an employee regarding the interpretation
8 and/or application of the express written terms of this Agreement. A grievance, to be timely, must be
9 presented in writing to the employee's supervisor within ten (10) workdays of the occurrence or the
10 employee's knowledge of the event. The grievance must contain a description of the event, when the
11 event took place and/or when the employee had knowledge of the event, the Articles allegedly
12 violated, and the remedy sought.

13 **10.3 Step 1** - The Division Director or designee shall have fifteen (15) workdays from the
14 receipt of the grievance to address the issue with the employee. The Division Director shall respond
15 to the grievance in writing within fifteen (15) workdays following the meeting with the employee.

16 **Step 2** - If the grievance is not resolved, it may be referred in writing within ten (10)
17 workdays following the date of the Division Director's decision to the Director of Labor Relations
18 /designee. If the grievance is not pursued to arbitration within the twenty (20) workdays of the
19 Director of Labor Relations/designee's response, it shall be presumed resolved.

20 **Step 3** - If the grievance is not resolved in Steps 1 or 2, the grievance may be submitted
21 to arbitration within twenty (20) working days of the date of response provided in Step 2 or the date
22 by which such decision is due, if no decision is issued. Failure to seek arbitration within 20 days will
23 result in the dismissal of the grievance.

24 **10.4 Arbitration**

25 **A.** Should arbitration be necessary either after an attempt to mediate the dispute or
26 directly after Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the
27 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
28 panel of arbitrators furnished by the Federal Mediation and Conciliation Service or the Public

1 Employment Relations Commission, whichever source is mutually acceptable. The arbitrator will be
2 selected from the list by both the County representative and the Union, each alternately striking a
3 name from the list until only one name remains. The party to strike first shall be determined by a coin
4 toss. The arbitrator under voluntary labor arbitration rules of the American Arbitration Association
5 shall be asked to render a decision promptly and the decision of the arbitrator shall be final and
6 binding on both parties.

7 B. No matter may be arbitrated which the County, by law, has no authority over, nor
8 authority to change, or has been delegated to any civil service commission or personnel board as
9 defined in RCW 41.56.

10 C. The arbitrator shall have no power to change, alter, detract from or add to the
11 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
12 this Agreement in reaching a decision.

13 D. The arbitrator's fee and expenses shall be borne equally by both parties. The fee
14 for any court reporter for a verbatim record of any proceeding shall be borne by the party requesting
15 same unless otherwise mutually agreed. A copy of any record shall be made available to the other
16 party at cost. Each party shall bear the cost of its presentation, including attorney's fees, regardless of
17 the outcome.

18 E. There shall be no strikes, cessation of work or lockout during such conferences or
19 arbitration. The parties may utilize mediation upon mutual agreement at any step of the grievance
20 process.

21 10.5 Time limits may be extended by mutual agreement.

22 10.6 Temporary employees are employed at will and cannot use the procedures under the
23 Article to grieve or otherwise appeal discipline or a job separation of any kind.

24 **ARTICLE 11: SENIORITY AND JOB SECURITY**

25 With respect to layoff and recall of regular employees, the County will layoff by inverse
26 seniority and recall in order of seniority with the job classification affected, provided that the regular
27 employee in question has the specific qualifications and demonstrated abilities to perform the work at
28 issue. The County and the Union recognize that the nature of work performed by members of this

1 bargaining unit is typically very specific to the position and not easily transferable even within
2 classifications, so it is unlikely that bumping or recall procedures would apply.

3 **ARTICLE 12: MISCELLANEOUS AND SPECIAL CONDITIONS**

4 **12.1 Special Pay**

5 **A. License and Tuition Reimbursement** - Employees required to have special
6 licenses and/or required to attend seminars/outside courses of study that relate to business needs and
7 are approved in advance will be reimbursed.

8 **B. Certification Pay** - Employees with the following certifications will receive the
9 corresponding amount monthly, up to a maximum of \$200 per month, provided that the certification
10 is directly applicable to their position. Employees must provide at least bi-annual documentation of a
11 certification to receive compensation, or annually if certification requires annual renewal.

12 Membership in an organization does not qualify an employee for compensation.

13

14	WA State registered Professional Engineer:	\$100
15	State of WA DOE Wastewater Group IV Certification:	\$50
16	Project Management Professional:	\$50
17	CMI Construction Manager:	\$50
18	Certified Cost Consultant/Certified Cost Engineer	\$50

19 **12.2 Vehicle Usage Reimbursement** - Employees who are required and are authorized to use
20 their own vehicles on the County's business shall be reimbursed at the rate established by Council.

21 **12.3 Personnel Files** - The employee or his/her representative (if the employee so authorizes
22 in writing) may examine the employee's personnel file. Employees may request that a document be
23 removed from their personnel file in accordance with established division procedures and policy.

24 **12.4 Performance Evaluation/Development Review**

25 **A.** The County shall maintain a system of employee performance
26 evaluations/development reviews designed to give a fair evaluation of the work performed by the
27 employee and to guide the professional development of the employee to meet business and individual
28 needs.

1 **B.** A copy of the final evaluation will be provided to the employee, and a copy will be
2 placed in the employee's permanent personnel file. The employee will be given an opportunity
3 within thirty (30) days of the evaluation to attach comments to the evaluation in the personnel file.

4 **C.** An employee may appeal the evaluation to the next level of supervision above the
5 person who did the evaluation, if he/she disagrees with the ratings.

6 **12.5 Legal Counsel** - Employees named as a defendant in a civil action arising out of the
7 performance of the employee's duties shall be provided legal representation and indemnification in
8 accordance with the provisions of County Code.

9 **12.6 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state
10 and County regulations and ordinances with regard to the drug free workplace. When available, a
11 second supervisor will observe the behavior that warrants a reasonable suspicion test and will
12 complete related forms in accordance with the County's drug and alcohol policy.

13 **12.7 Equal Employment Opportunity** - The County or the Union shall not unlawfully
14 discriminate in employment on the basis of race, color, religious affiliation, national origin, age,
15 marital status, sex, sexual orientation, gender identity or expression, or on the presence of a disability,
16 except as otherwise provided by law. Allegations of violations of this Section cannot be pursued to
17 arbitration under Article 10.

18 **12.8 Training** - Compensation for time in training and costs of training, such as tuition, for
19 career enhancement shall be granted in accordance with the Division training policy.

20 **12.9** Regular employees cannot be disciplined or discharged except by just cause.
21 Counseling and letters of expectation are not considered discipline. Temporary employees are
22 employed at will and can be disciplined or discharged without cause.

23 **12.10 Probationary Period**

24 The first six (6) months of employment for a regular position shall be a probationary period
25 for all regular employees. During this period a probationary employee may be terminated or have
26 his/her probationary period extended without recourse to the Dispute Resolution Procedure in Article
27 10. If the probation period is to be extended, written notice of the extension must be given to the
28 employee and the Union prior to the end of the probationary period.

1 **12.11 Trial Service Period**

2 All regular employees promoted or transferred to a different classification within the
3 bargaining unit shall serve a six (6) month trial service period. An employee who does not
4 successfully complete the trial service period in a position to which he or she had been promoted or
5 transferred may be restored to his or her former position unless the employee's failure to successfully
6 complete the trial service period is due to being terminated for misconduct. Such restoration is not
7 mandatory, but is optional at the discretion of the appointing authority.

8 **ARTICLE 13: SAVINGS CLAUSE**

9 A. Should any section of this Agreement or any addenda thereto be held invalid by operation
10 of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any
11 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be
12 affected thereby.

13 B. It is intended that this Agreement and the County's established personnel policies, rules,
14 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in
15 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit.
16 Wherever a conflict may arise between said personnel policies, rules, and regulations, and this
17 Agreement, the provisions of the Agreement shall control.

18 **ARTICLE 14: WAIVER AND COMPLETE AGREEMENT**

19 **Waiver.**

20 A. The Agreement expressed herein in writing constitutes the entire Agreement
21 between the parties and no express or implied or oral statements shall add to or supersede any of its
22 provisions.

23 B. The parties acknowledge that during the negotiations which resulted in this
24 Agreement, each had the unlimited right and opportunity to make demands and proposals with
25 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
26 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
27 Agreement.

28 C. Should the parties agree to amend or supplement the terms of this Agreement,

1 such amendments or supplements shall be in writing. No binding agreements, including but not
2 limited to memorandums of understanding, side letters, etc., involving the day-to-day administration
3 of the collective bargaining agreement or the bargaining relationships will be entered into with the
4 bargaining representative without the authorization of the Labor Relations Director or his/her
5 designee.

6 **ARTICLE 15: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

7 **15.1 Contribution.** The County shall pay \$2.00 (two dollars) to the Western Conference of
8 Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with
9 the Parties' pension agreements.

10 **15.2 Wage Reduction.** All bargaining unit employees shall have their wage rate reduced by
11 the amount of the County's contribution on the employee's behalf pursuant to Section 15.1, above.

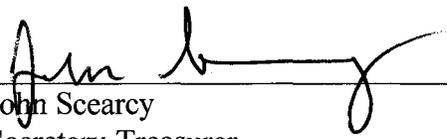
1 **ARTICLE 16: DURATION**

2 The provisions of this Agreement shall become effective when ratified by the parties, and
3 covers the period from January 1, 2015, through December 31, 2016. Negotiations for a successor
4 contract may be initiated by either party by June 30, 2016 upon written notice.

5
6
7 APPROVED this 21 day of SEPTEMBER 2015.

8
9
10
11 By: 
12 King County Executive

13
14
15
16 International Brotherhood of Teamsters Local 117:

17
18 
19 John Scearcy
20 Secretary-Treasurer

cba Code: 159

**ADDENDUM A
Teamsters Local 117**

Union Code: F9

**Wastewater Treatment Division, Managers and Assistant Managers
Department of Natural Resources and Parks**

Job Class Code	PeopleSoft Job Class Code	Classification Title	Range
7111600	712901	Capital Improvements Program Section Manager	75
7111501	715701	Environmental Programs Section Manager	75
2142100	220101	Financial Services Manager - WTD	75
7151100	719101	Project Planning and Delivery Section Manager	79
7151200	719201	Project Resources Unit Manager	75
7111400	712701	Wastewater Plant Operations Manager	79
7111450	712712	Wastewater Treatment Plant Manager - Assistant	75

All salary ranges are on the King County "Squared" Salary Schedule

APPENDIX 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.

APPENDIX 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

APPENDIX 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.

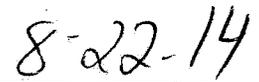
It is further agreed that:

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

APPENDIX A
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

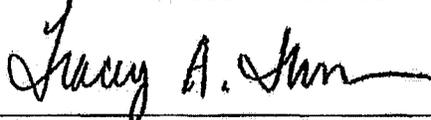
ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: International Brotherhood of Teamsters Local 117

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
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

**APPENDIX 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.

**APPENDIX 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.

APPENDIX A ADDENDUM A

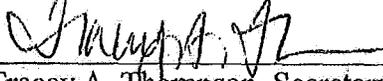
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

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

**APPENDIX A
ADDENDUM A**

6. This Agreement shall remain in effect through December 31, 2013.

For International Brotherhood of Teamsters Local 117:

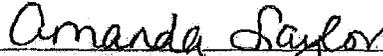


Tracey A. Thompson, Secretary-Treasurer

4/25/11

Date

For Office & Professional Employees International Union, Local 8:

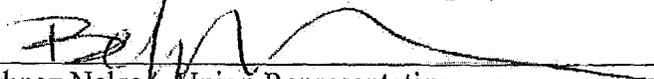


Amanda Saylor, Union Representative

4/25/11

Date

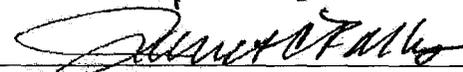
For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

4/26/11

Date

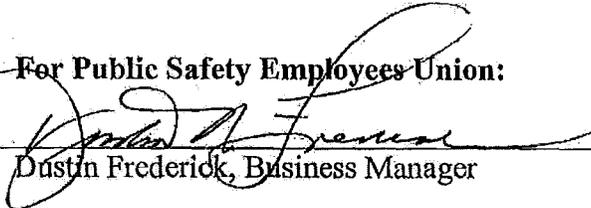


Janet Parks, Union Representative

4/25/11

Date

For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11

Date

For Technical Employees Association:

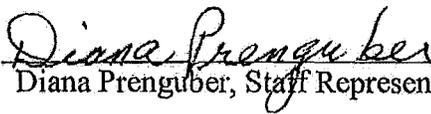


Ade Franklin, President

4.27.11

Date

For Washington State Council of County and City Employees, Council 2:

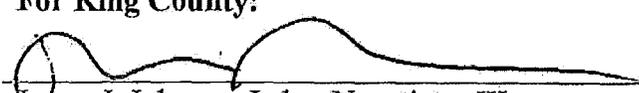


Diana Prenguber, Staff Representative

4-25-11

Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11

Date

**APPENDIX 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.

**APPENDIX 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.

**APPENDIX A
ADDENDUM A**

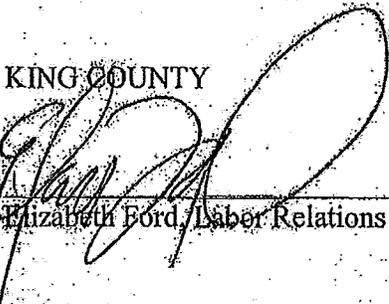
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations 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.

APPENDIX 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 30th day of September, 2008.

KING COUNTY



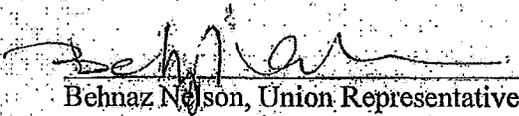
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

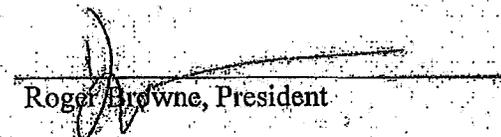
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

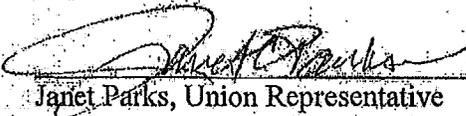
IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

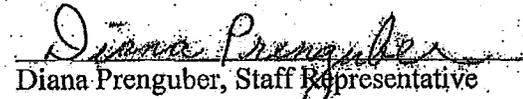


Roger Browne, President

WSCCCE, Council 2

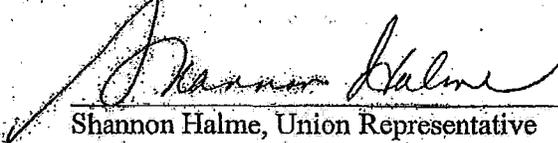


Janet Parks, Union Representative



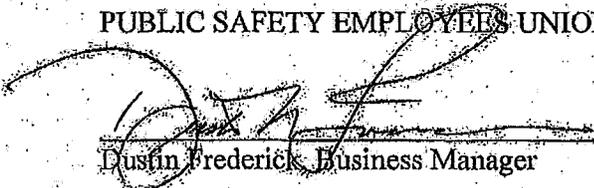
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager

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King County

**Checklist and Summary of Changes for the attached
Collective Bargaining Agreement**

Name of Agreement
International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks)
Labor Negotiator
James J. Johnson

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Consistency</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	N/A

<i>Six Point Summary of changes to the attached agreement:</i>
1. Changes to effective dates.
2. Changes that reflect the terms of the "Total Compensation" Coalition memorandum of agreement, ratified by King County Council Ordinance 17916.
3.
4.
5.
6.

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September 9, 2015

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

Dear Councilmember Phillips:

The enclosed ordinance, if approved, will ratify the non-economic terms of the International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers) collective bargaining agreement (CBA) for the period of January 1, 2015, through December 31, 2016, which will enable King County to continue to protect public health and enhance the environment. The CBA extension provided by this ordinance was agreed to by the parties pursuant to the “Total Compensation” memorandum of agreement (MOA) between King County and the King County Coalition of Unions; ratified by King County Council on November 10, 2014, by Ordinance 17916. This agreement covers 17 employees in the Department of Natural Resources and Parks.

Employees covered by this collective bargaining agreement comprise most of the senior management team for the Wastewater Treatment Division responsible for managing the finance, resource recovery, project planning and delivery, environmental and community services sections; wastewater treatment plants; and the Brightwater capital program. These employees are critical to the mission of protecting public health and enhancing the environment through their twenty-four seven management of the division’s operations and services.

As a “rollover,” or extension, of the current CBA, changes to the existing CBA are limited to the following:

- a) Changes to effective dates.
- b) Changes that reflect the terms of the “Total Compensation” Coalition MOA, ratified by King County Council on November 10, 2014, by Ordinance 17916.

This ordinance results in significant improvements in efficiency, accountability and productivity for the County by advancing the following objectives:

1. Providing sustainability and predictability in administering this labor agreement through 2016.
2. Creating efficiencies in the collective bargaining process by extending the term of non-economic provisions to coincide with the term of economic provisions as agreed to in the “Total Compensation” coalition MOA.
3. Allowing opportunity, through aligned expiration dates, for coalition bargaining relating to King County initiatives that include but are not limited to “Employer of the Future” and “Standards.”

The “Total Compensation” wage settlement for 2015 and 2016 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 furthering the objectives of the County’s Strategic Plan through increased efficiencies to process and administration, and supporting the high quality services provided by the Department of Natural Resources and Parks.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-263-2878.

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
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks)		
Effective Date:	1/1/2015		
Affected Agency and/or Agencies:	Natural Resources & Parks		
Note Prepared by:	Andrea Germiniasi, Labor Analyst, Office of Labor Relations	Phone: 296-8581	
Note Reviewed by: Supplemental Required?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	Helene Ellickson, Budget Manager, PSB Phone: 263-9691

AGREEMENT SUMMARY

Contract Duration: Extends current contract by two (2) years through 12/31/2016	
Contract Covered by COLA Coalition MOA?	Contract Changes?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Rollover w/Non-Economic Changes <input 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)
WATER QUALITY OPERATING	000004611	DNRP	None	None
TOTAL: Increase FM previous year				
TOTAL: Cumulative				

ADDITIONAL EXPENDITURES BY CATEGORY:

Expense Type	Department	2015 (Costs, if any, above Coalition COLA)	2016 (Costs, if any, above Coalition COLA)
Salaries	DNRP	None	None
OT		None	None
PERS & FICA		None	None
TOTAL: Increase FM previous year			
TOTAL: Cumulative			



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks)		
Effective Date:	1/1/2015		
Affected Agency and/or Agencies:	Natural Resources & Parks		
Note Prepared by:	Andrea Germiniasi, Labor Analyst, Office of Labor Relations	Phone: 296-8581	
Note Reviewed by: Supplemental Required?	Helene Ellickson, Budget Manager, PSB		Phone: 263-9691
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>		

AGREEMENT COSTS PREVIOUSLY INCLUDED IN TOTAL COMPENSATION ORDINANCE #17916

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2015	2016
WATER QUALITY OPERATING	000004611	DNRP	\$ 52,207	\$ 59,908
TOTAL: Increase FM previous year			\$ 52,207	\$ 59,908
TOTAL: Cumulative				\$ 112,115

EXPENDITURES BY CATEGORY:

Expense Type	2014 Annualized Base	2014 Lump Sum	2015	2016
Salaries	\$ 2,233,745	\$ 8,500	\$ 44,675	\$ 51,264
OT	\$ 0		\$ 0	\$ 0
PERS & FICA	\$ 376,609	\$ 1,433	\$ 7,532	\$ 8,644
Total	\$ 2,610,354	\$ 9,933		
TOTAL: Increase FM previous year			\$ 52,207	\$ 59,908
TOTAL: Cumulative				\$ 112,115

ASSUMPTIONS:

Assumptions used in estimating expenditures include:

1. Wage Adjustments:

COLA:

2015: +2.00% Flat; 2016: +2.25% Flat

2015 & 2016 COLA passed by Council under Total Comp MOA Ordinance #17916

Lump Sum Payment:

\$500/employee payable in 2014.

3. Other Wage-Related Factors:

Step Increase Movement:

No change.

PERS/FICA:

@ 16.86%

Overtime:

Forecast based on historical usage.

4. Additional Cost Factors:



King County

**Metropolitan King County Council
Transportation, Economy and Environment Committee**

STAFF REPORT

Agenda Item:	6	Name:	Jenny Giambattista Christine Jensen Mike Reed Leah Krekel-Zoppi Mary Bourguignon
Proposed No.:	2015-0252	Date:	October 20, 2015

SUBJECT

A motion adopting the 2015 King County Strategic Climate Action Plan in compliance with King County Code, 18.25.010.A4.

SUMMARY

The Strategic Climate Action Plan is a five-year strategic plan which outlines strategies, targets, and priority actions to address climate change. The 2015 King County Strategic Climate Action Plan (SCAP) is a significant expansion and improvement from the 2012 SCAP. Most notably, the 2015 SCAP includes a much greater focus on countywide emission reduction targets to be pursued via the collaborative work of the King County Cities-Climate Collaboration (K4C). Additionally, the 2015 SCAP combines and integrates the King County Energy Plan and strengthens the climate change adaptation section. The 2015 SCAP also adds a green building goal area to the SCAP. The Auditor’s Office noted the 2015 SCAP update is “inclusive and rigorous” and has developed clearer connections between climate actions and climate goals.

The 2015 SCAP complies with requirements in code and legislative direction on the plan development.

This staff report reviews each of the major areas of the SCAP, highlights what is new, and discusses progress in achieving current targets. The staff report also identifies areas where the committee may wish to request additional information or further strengthen the SCAP.

At the request of committee members, staff have prepared Amendment 1 which would replace the transmitted version of the SCAP with a revised version reflecting minor changes throughout the document. Executive staff support the amendment. The revisions to the SCAP as directed by Amendment 1 are being made by executive staff at the time of preparation of this staff report. A revised version of the SCAP

incorporating the changes from Amendment 1 will be available prior to the Committee meeting.

BACKGROUND

On February 27, 2012, the King County Council adopted Ordinance 17270 requiring development the 2012 Strategic Climate Action Plan and adding King County Code (KCC) section 18.25. KCC 18.25 requires a 2015 update to the SCAP. The KCC requires the 2015 update to:

- Identify specific objectives, strategies and priority actions for reducing emissions and mitigating climate impacts.
- Include performance measures and related targets for both operational emissions and implementation of priority strategies that advance the strategic climate action plan.
- Identify opportunities for partnerships with cities.
- Identify community-level actions the county can implement to reduce climate pollution and prepare for the impacts of climate change.
- Include annual updates on progress in achieving strategic climate action plan performance measure targets and accomplishment of priority actions identified in subsection.

Motion 14349, adopted by the Council on May 4, 2015, provided direction to the Executive for activities and policies to consider in the 2015 SCAP.

The 2015 SCAP largely uses the framework of the 2012 SCAP and retains all of the same goal areas listed below with the additional goal area of Green Building.

GOAL AREA 1: Transportation and Land Use

GOAL AREA 2: Buildings and Facility Energy

GOAL AREA 3: Green Building

GOAL AREA 4: Consumption and Materials Management

GOAL AREA 5: Forests and Agriculture

The 2015 SCAP also includes a much expanded section titled, “Preparing for Climate Change.”

Executive staff presented an overview of the SCAP to the TrEE committee on September 15, 2015. Climate change was also the topic of the Town Hall Committee meeting on September 28, 2015. Additionally, at the TrEE committee meeting on September 29, 2015, staff from the King County Auditor’s Office presented their review of the SCAP in relation to their 2014 audit recommendations.

ANALYSIS

How the Analysis Section is Organized. This analysis section of the staff report closely follows the organization of the SCAP, reviewing each of the major areas of the SCAP, highlighting what is new and discussing progress on current targets.

The major issue areas of the SCAP are discussed on the following pages of the staff report:

Outreach and Engagement	Page 4
Equity and Social Justice	Page 6
Greenhouse Gas Emissions Reductions Targets	Page 8
Pilot Cost Effectiveness Assessment	Page 10
Goal Area 1: Transportation and Land Use	Page 12
Goal Area 2: Buildings and Facilities Energy	Page 17
Goal Area 3: Green Building	Page 19
Goal Area 4: Consumption and Materials Management	Page 23
Goal Area 4: Forests and Agriculture	Page 27
Preparing for Climate Change Impacts	Page 31
Fiscal Impact of New SCAP Initiatives	Page 34

Throughout the staff report, staff identifies issues the Committee may wish to consider in reviewing the SCAP and provides information in response to member questions.

Overview

The 2015 Strategic Climate Action Plan is a significant expansion and improvement of the 2012 SCAP. Major improvements in the plan include:

- Analysis identifying the major “pathways” necessary to achieve GHG reductions countywide
- Expanded outreach and emphasis on efforts to achieve countywide reductions
- Identification of the potential GHG reductions that will result if targets are achieved
- A significantly expanded discussion on preparing for climate change impacts
- A pilot cost effectiveness study

The SCAP meets the reporting requirements in Ordinance 17270 and the legislative direction on the plan’s development in Motion 14349.

The SCAP includes ambitious targets throughout the plan. As will be discussed throughout the staff report, many of the targets are aspirational, and may not be achievable without significant additional action by King County government, residents, businesses, and other jurisdictions. Such aspirational targets are standard in climate plans and may have value in inspiring action and setting the direction that is needed for

moving forward. In some goal areas, the SCAP clearly articulates how strategies and priority actions can result in the target emission reductions. For other goal areas, there is much more work to do in order to identify the specific actions necessary to achieve the targets.

Councilmember Question: How do we measure whether the plan is getting actual results?

Ordinance 17270 sets forth accountability and performance measurement requirements for the SCAP. In addition to the overall countywide and government operations GHG emission reduction targets, the 2015 SCAP also includes targets across all five goal areas to support the overall GHG reduction targets. Most of the 2015 SCAP goal area targets are for 2020 and 2030.

Ordinance 17270 requires the SCAP to be updated every five years at which time the Executive will report on progress in achieving targets, including GHG targets. Ordinance 17270 also requires an annual report on progress in achieving the targets and the status of the priority actions identified in the SCAP as necessary for achieving the GHG reduction targets.

The biennial budget process provides additional opportunity for the Council to assess whether the investments in the County's budget are consistent with the actions identified in the SCAP as necessary to achieve the county's GHG targets.

Outreach and Engagement

As noted by the King County Auditor, the 2015 SCAP has made substantive progress in strengthening community engagement.¹ The 2015 SCAP includes an emphasis on outreach and engagement in both the plan development and implementation. The SCAP recognizes that achieving the ambitious countywide targets will require collaboration across the county with a broad range of stakeholders.

In plan development, the County sought the input and collaboration of subject matter experts to shape 2015 SCAP goals, targets and actions, strategizing with sustainability staff from other jurisdictions, as well as leaders from groups such as Climate Solutions, University of Washington Climate Impacts Group, Puget Sound Energy, and others. The County conducted a "virtual town hall" in March/April 2015, using a tool which allowed participants to respond to questions, submit ideas and interact with each other and county staff. Working with the Environmental Coalition of South Seattle (ECOSS), the County conducted small group discussions in Spanish, Vietnamese, Chinese and Somali, involving more than 60 people.

¹ Follow-up on Performance Audit of the King County 2012 Strategic Climate Action Plan memo to the King County Council, dated August 4, 2015.

King County-Cities Climate Collaboration (K4C)

The 2015 SCAP includes countywide targets and strategies adopted through joint collaboration as part of the King County-Cities Climate Collaboration (K4C), which is a partnership of King County and 13 cities within the county. The strategies established by K4C frame each goal area of the 2015 SCAP. Continued engagement through K4C will be critical for achieving the countywide goals of the SCAP.

Ordinance 17285 adopting the Interlocal Agreement (ILA) for the County's participation in the K4C was adopted in March 2012. When adopting the ILA for K4C, the Council identified some issues and required an initial work plan (including the means to resolve drafting concerns identified by the Council in the ILA) to come back to the Council for adoption. This has not yet taken place. Adoption of the annual work program was also contemplated in the ILA, but also has not yet taken place. Executive staff report they plan to brief Council staff in early 2016 on the 2016 work plan, including recommendations on timing and approach for a future ILA update that would include addressing drafting issues. Subsequent to discussions with Council staff on the draft work plan, the Executive staff will transmit a motion with the 2016 K4C work plan.

Amendment 1 reflects Councilmember direction for the SCAP to state the importance of partnerships between K4C and businesses and non-profits. Amendment 1 adds the following underlined language to the SCAP:

Successful implementation of K4C priorities for transportation and building energy will require strong partnerships of with businesses and non-profits. Many of the innovations in building energy efficiency, both design and operation, are coming from the private sector through alliances like Seattle 2030 District. Efforts by the building community to develop, adopt, and market green building standards like Built Green and LEED are essential to widespread adoption. In the transportation arena, employer incentives and support for commute trip reduction, like provision of Orca passes, support for electric vehicles and charging stations networks, and promotion of ride share programs are essential to meeting goals for reduction GHG emissions from transportation.

Establish Partnerships Between K4C and the Private Sector: As part of the K4C's 2016 shared work program, the County will work with K4C city partners to develop and pursue partnerships with businesses and non-profits to advance alternative transportation and building energy priorities.

Outreach and Engagement: Priority Actions—2020

The Outreach and Engagement Section describes three priority actions to occur by 2020:

- **Engagement Across Sectors:** The County will deepen engagement with businesses, tribes, educational institutions, and philanthropic and community organizations to develop climate solutions that benefit health, mobility, employment

and the economy. The SCAP notes that this could be based on the example of K4C, with the County seeking mutual commitments for climate change action or coordinating for mutual support on climate-related policy issues among business, tribes, community organizations, etc—as they have with other stakeholders. However, no specific mention is made in the Outreach and Engagement discussion of how this “deepened engagement” will play out. The SCAP calls for a dedicated position to serve as a central point of contact to coordinate communications, outreach and engagement. However, the specific roles of this position would need to be clarified to assess whether this function could be accomplished in the course of business by responsible agencies, or whether an additional FTE would be required.

- **ESJ Strategic Planning:** The County will integrate climate change into the Equity and Social Justice (ESJ) Strategic Plan to help drive engagement on climate change issues and shape future climate strategies. The planning process for the ESJ Strategic Plan is underway now, with an anticipated completion date at the end of 2016—however, a preliminary draft of the plan is anticipated in mid-2016. Efforts to shape that planning process would need to get underway quickly.
- **Interagency Dialogue:** The County will support cross-departmental dialogue to coordinate climate-related communications and engagement and leverage resources. This is intended to focus on the communications and outreach staff of the various agencies, as a means of better coordinating climate-related communications and engagement. Not specified is what the intended outcome of these communications would be, and how they would impact discrete project actions.

The 2015 SCAP notes the County will need to invest in internal organizational capacity to expand and deepen its external engagement.

Equity and Social Justice

As directed by the Council, staff analysis considers ESJ issues in reviewing all transmitted policies and reports. The SCAP addresses ESJ in references throughout the document. These include:

- A discussion of the disproportionate impacts of climate change on vulnerable populations;
- A highlight of the benefits of climate actions for health, safety, mobility, and economic outcomes;
- SCAP-related outreach efforts to diverse populations;
- Integration of climate change into the ESJ Strategic Plan, anticipated for completion in 2016; and
- Use of the Equity Impact Review process to help evaluate county services and programs that help prepare for climate change impacts. This tool addresses process equity, cross-generational equity and distributional equity, as well as fair and just distribution of benefits to all residents across the community landscape, with little imbalance based on geography, gender, race/ethnicity, or income levels.

The focus on equity issues in the SCAP is consistent with the County’s emphasis on ESJ as a primary value in the administration of county government, as expressed in the

Fair and Just principle of the King County Strategic Plan and Ordinance 16948, the Fair and Just Ordinance.

Issues for Committee Consideration

The committee may wish to consider opportunities to further strengthen the ESJ discussion in the SCAP. As transmitted, the SCAP places the discussion of the Equity Impact Review process tool in Section Two: Preparing for Climate Change Impacts. This placement and the corresponding discussion in the SCAP suggest that such an equity lens will only be applied to climate mitigation strategies, rather than all climate investment strategies. The Committee may want to consider moving the Equity Impact Review tool to a location in the plan that would provide for a broader, general applicability across implementation of the SCAP as a whole. Including a reference to the Strategic Plan and the Fair and Just Ordinance may also be appropriate.

Additionally, while the SCAP notes its focus on identifying the disproportionate impact of climate change, it may also be useful to broaden the ESJ approach in the SCAP to state that, consistent with the Fair and Just Ordinance, King County will include in its evaluation of proposed climate strategies or climate-related investments whether there are any inadvertent adverse impacts on disadvantaged communities.

Amendment 1 addresses these issues by revising the SCAP to include the following underlined language inserted in the introduction of the SCAP (non-underlined text is already part of the SCAP):

Reflects County Priorities for Equity and Social Justice. This update includes a focus on identifying disproportionate impacts of climate change, making recommendations for additional collaboration with diverse communities to identify local impacts and develop local solutions. The plan also highlights co-benefits of climate actions for health, safety, mobility, and economic outcomes. Implementation of the strategies, actions, and programs outlined in this plan will occur consistent with the King County Strategic Plan and the County's Fair and Just Ordinance. King County will seek opportunities to address equity and social justice issues when making investments in climate strategies. Additionally, when evaluating climate strategies, King County will consider whether there are any potential inadvertent adverse impacts of those strategies on disadvantaged communities. In considering possible adverse impacts, King County will also consider whether doing nothing to mitigate or adapt to climate change will have greater adverse impacts on low income disadvantaged populations.

Amendment 1 also amends the SCAP so that the Equity Impact Review tool is at the beginning of the SCAP to clarify that it will be used in reviewing all climate investments.

Greenhouse Gas Emissions Targets

What's new in the 2015 SCAP?

Countywide Targets. The 2015 SCAP includes new countywide emissions reductions targets for 2020 and 2030 and maintains the 2050 target. The 2012 Plan did not include countywide targets for 2020 and 2030 because King County was waiting for targets to be set by the King County Growth Management Planning Council (GMPC). In July 2014, targets were unanimously adopted by the GMPC.

The targets are as follows:

Reduce countywide sources of greenhouse gas emissions, compared to a 2007 baseline, by 25 percent by 2020, 50 percent by 2030, and 80 percent by 2050.

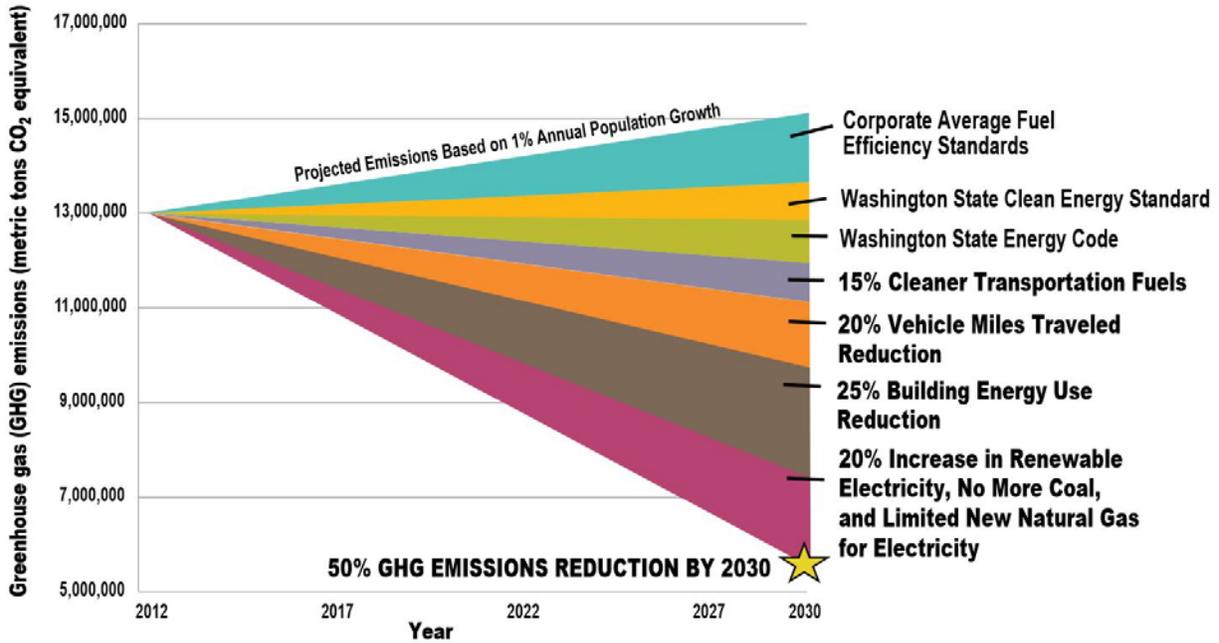
To understand what it would take to achieve adopted countywide GHG targets, King County and K4C partners collaborated with Climate Solutions' New Energy Cities Program in 2014 to establish quantifiable pathways toward making a 50 percent reduction in GHG emissions by 2030, a key new-term milestone.

The SCAP reports the goals are achievable through a combination of the impact of existing federal and state laws (Corporate Average Fuel Efficiency Standards, Washington State Renewable Portfolio Standard, and Washington State Energy Code) and specific commitments by King County and its partnering cities in K4C to achieve the following four goals:

- 1) Reduce the GHG emissions intensity of fuels by 15 percent below 2012 levels by 2030.
- 2) Reduce vehicle miles traveled by 20 percent below 2012 levels by 2030.
- 3) Reduce energy use in existing buildings 25 percent below 2012 levels by 2030.
- 4) 20 percent increases in renewable electricity by 2030, no more coal, and limited new natural gas for electricity.

The chart on the next page shows how the existing state laws and proposed new initiatives combine to allow King County as a geographic entity to achieve its emissions goals.

ACHIEVING COUNTYWIDE GHG EMISSIONS TARGETS-THE IMPACT OF K4C PATHWAYS



These four new goals were adopted as part of the K4C Collaboration. Each will be discussed in more detail in the corresponding goal area of this staff report. However, generally speaking, the SCAP does not provide a robust discussion of what is necessary for the region or King County to achieve these goals. All will likely require action beyond the county’s authority such as adoption of a statewide low carbon fuel standard that gradually lowers pollution from transportation fuels, or securing state authority for funding more transit service, or working with utilities to phase out fossil fuels. At this point because the 2015 SCAP does not include details on how these goals will be achieved, it is difficult to say whether these targets are realistic.

County Operations Targets. The overall county operations targets have not changed: King County shall reduce total greenhouse gas emissions from government operations, compared to a 2007 baseline, by at least 15 percent by 2015, 25 percent by 2020, and 50 percent by 2030.

The 2015 SCAP does incorporate two new targets that were included in Ordinance 17971:

- The Department of Natural Resources and Parks shall achieve carbon neutral operations by 2017.
- The Wastewater Treatment Division and Solid Waste Division shall each independently achieve carbon neutral operations by 2025.

While many commitments in the 2015 SCAP will help reduce operational GHG emissions, the most important to ensure the County makes sufficient progress in reducing GHG emissions in operations by 2020 include:

- Grow transit service through 2020 with no increase in GHG emissions.
- For vehicle operations, increase the percentage of alternative fuels in County fleets 10 percent by 2025.
- By 2025, ensure all electricity supplied for King county government operations is GHG emissions neutral.
- Reduce normalized energy use in county-owned facilities five percent by 2020 and 10 percent by 2025 as compared to a 2014 baseline.

Each of these targets will be discussed in the corresponding goal area.

Progress on meeting current targets

With regards to countywide progress in achieving emissions reductions, Executive staff estimated that total emissions in King County continued to increase, driven by population growth. However, there hasn't been an update in the actual data since 2013. According to Executive staff, an update is currently underway using 2014 data. The region is not currently on track to meet its long-term GHG emissions target.

With regard to county operations, King County is not on track to achieve GHG emissions reduction targets established in the 2012 SCAP for 2015. While there has not been a new inventory completed, there have not been any major initiatives which would dramatically reduce emissions from those reported in 2012.

Pilot Cost Effectiveness Assessment

A recommendation in the King County Auditor's Performance Audit of the 2012 SCAP was that the 2015 SCAP update incorporate "verifiable economic analysis of the cost-effectiveness of current and potential actions to reach SCAP targets." As progress towards implementing that recommendation, the 2015 SCAP includes a pilot cost effectiveness assessment. This pilot assessed the cost effectiveness of a selection of SCAP actions, including at least two actions from each of the five SCAP goal areas. The following actions were assessed for their costs to King County government and the community, as well as their impact on GHG emission reductions:

- Transit expansion
- Commute trip reduction
- Electric vehicle charging
- In Motion (Metro's program for encouraging travel alternatives)
- Biodiesel for county vehicles
- Energy efficiency retrofit
- Clean electricity
- Energy codes
- Green building
- Transfer station recycling
- Residential food waste separation
- Forest protection
- Forest restoration

Of these actions, clean electricity was determined to produce the largest GHG emission reductions, while transfer station recycling was determined to produce the most cost savings.

This pilot assessment helped inform development of 2015 commitments, such as transfer station and residential food waste recycling. It also informed two cost effectiveness priority actions, which are to: 1) follow up with a cost effectiveness analysis of government operations SCAP strategies, and 2) develop and implement an operational cost of carbon. This second task would be led by the Office of Performance, Strategy, and Budget in collaboration with county agencies to assist in integrating the environmental and economic costs of GHG emissions into county decisions, such as life-cycle assessments to evaluate alternatives for county purchases, investments, and capital projects.

The Auditor called the cost effectiveness pilot used in the 2015 SCAP update, “a good first step in implementing this recommendation, which will enhance decision-makers’ and implementers’ ability to understand and prioritize the most cost-effective means of reducing emissions.”²

Councilmember Question: Does the SCAP address the “food, water, energy nexus” in considering the impacts of climate change?

The SCAP does not directly reference the “food, water, energy nexus.” Amendment 1 adds references to the food, water, energy nexus in this section, in Goal 5, and in Section 2.

The underlined text reflects the changes made in Amendment 1 to address the food, water, energy nexus.

In addition to the direct economic costs associated with climate change impacts, there are other important but hard to quantify benefits of action that must be considered, such as opportunities for local economic development, health and quality of life improvements, and national security implications. For example, in 2014, the U.S. Department of Defense (DOD) declared that climate change is an immediate threat to national security, citing increased risks from terrorism, infectious disease, and economic impacts. The DOD also predicted increasing needs for military responses to weather and climate events across the globe from disasters such as Hurricane Katrina and Hurricane Sandy in the U.S. to drought and food shortages in Africa. Many of these increasing global risks are tied to climate change and weather impacts on food and water supplies, along with associated linkages with energy and GHG emissions. These impacts are part of what is identified by the United Nations as the “food, water, energy nexus”.

² Follow-up on Performance Audit of the King County 2012 Strategic Climate Action Plan memo to the King County Council, dated August 4, 2015.

Expand the local food economy and address the food, energy, water nexus.

King County and its public and private partners will expand the local food economy by implementing the recommendations of Executive’s Local Food Initiative Kitchen Cabinet. These recommendations include agriculture support and incentives to increase the number of acres in food production by 4,000 acres by 2024, to increase the variety of crops grown in King County, to increase farm productivity, to expand the distribution system for locally-produced food, and to expand access to locally-produced food. In implementing practices that support sustainable agriculture, King County will consider and address the nexus between food, energy and water and how agricultural practices can minimize the use of fossil fuels and fossil based fertilizers that contribute to climate change.

Assess Food-Water-Energy Dynamic: In collaborating with universities and local governments, the county will research, assess, and characterize the United Nation’s food-water-energy dynamic and the regional climate impacts and risks at Pacific Northwest regional scale. (Note, this is added with a moneybag icon signifying that additional resources are required to complete this action.)

Goal Area 1: Transportation and Land Use

Transportation is the largest source of GHG emissions in the region. Land use and transportation policies are linked and, together, have been identified in the SCAP as a critical path toward achieving countywide and county operations climate goals. This section of the SCAP details county commitments and priority actions toward GHG emission reductions in the areas of transportation and land use.

What’s new in the 2015 SCAP?

Goal Area 1 includes the following new targets:

Countywide Targets for Reducing Vehicle Miles Traveled and GHG Emissions of Fuels: *“For passenger vehicles and light trucks, reduce vehicle miles traveled by 20 percent below 2012 levels by 2030 and GHG emissions intensity of fuels by 15 percent below 2012 levels by 2030.”*

These targets were developed through the work of the King County Cities Climate Collaborative (K4C) and are considered necessary for achieving the countywide GHG targets adopted by the GMPC. While not listed in the 2015 SCAP, the K4C partners developed K4C Joint County-City Climate Commitments that include the following shared actions for achieving countywide targets:

- Partner to secure state authority for funding to sustain and grow transit service in King County.

- Reduce climate pollution, build our renewable energy economy, and lessen our dependence on imported fossil fuels, by supporting the adoption of a statewide low carbon fuel standard that gradually lowers pollution from transportation fuels.
- Focus new development in vibrant centers that locate jobs, affordable housing, and services close to transit, bike and pedestrian options so more people have faster, convenient and low GHG emissions ways to travel.
- As practical, for King County and cities developing transit-oriented communities around high capacity light rail and transit projects, adopt the Puget Sound Regional Council's Growing Transit Communities Compact. For smaller cities, participate in programs promoting proven alternative technology solutions such as vehicle electrification, as well as joint carpool and vanpool promotional campaigns.

Many of these actions require changes in state law and local land use planning that have proven to be politically difficult to achieve during past efforts and would require large scale cooperation across many jurisdictions.

Annual Passenger Boardings on Metro Transit: The targets for annual passenger boardings on Metro Transit services were increased in the 2015 SCAP. The following table compares targets from the 2012 SCAP and the 2015 SCAP.

Annual Metro Transit passenger boarding targets

	Boardings by 2015	Boardings by 2020	Boardings by 2040
2012 SCAP	122 million	137 million	214 million
2015 SCAP	127 million	142 million	225 million

Additional investments would likely be needed to achieve these 2020 and 2040 targets. According to Executive staff, it is estimated that four million annual service hours would be necessary to achieve the 2020 target. Metro operated approximately 3.4 million annual service hours in 2014. By 2016, an addition of over 300,000 annual service hours will be added through the Seattle Funding Agreement (Ordinance 17978) and Metro's investments to reduce overcrowding and improve service reliability. However, these new investments may not be sustainable through 2020 and beyond, and even if they are, a funding gap remains between existing resources and the estimated 4 million annual service hours needed to achieve the 2015 SCAP target of 142 million annual passenger boardings by 2020.

Percentage of King County Commuters Not Driving Alone: The language for the target related to the drive-alone rate was updated to be consistent with the new state goal for the Commute Trip Reduction Program. The target was changed from what was in the 2012 SCAP, "achieve a reduction in the drive-alone rate of 10 percent below 2011 levels by 2015," to a new 2015 SCAP target of increasing non-drive-alone travel for Commute Trip Reduction affected worksites by six percent by 2020 compared to the 2007 baseline.

Energy Use by County Vehicles: In the 2015 SCAP, the targets for county fleet energy use have been updated to achieve a ten percent reduction in normalized energy use by 2020 compared to a 2014 baseline. The previous target was to achieve a ten percent reduction by 2015 compared to a 2007 baseline. Also, the targets were split to measure non-Metro fleet vehicles separately from Metro operations, although both fleets would strive to meet the same target.

Additionally, a new target was added in the 2015 SCAP to increase the usage of alternative fuels in County fleets by ten percent by 2025.

Residential Construction within the Urban Growth Area (UGA): The 2015 SCAP proposes to more specifically address residential growth, which was referenced as a strategy in the 2012 SCAP but did not have specific measures or targets. The new target calls for maintaining at least 97 percent of new residential construction within the UGA. This is consistent with existing policies in the Countywide Planning Policies and the King County Comprehensive Plan, and is in line with current growth trends.

Regional Trail Miles: Building on the 2012 SCAP's call for expansion of the regional trail system as a priority action, the 2015 SCAP proposes to include a specific target of constructing 15 miles of additional regional trails by 2020. This is consistent with the 2014-2019 King County Parks Levy, the 2010 King County Open Space Plan, and the Regional Trail Needs Report in the King County Comprehensive Plan.

New Priority Actions

Priority actions for implementation by 2020 were identified in the 2015 SCAP for this goal area. Significant new priority actions include:

- **Grow transit service without increasing GHG emissions:** Metro Transit is pursuing opportunities to expand the transit system, particularly through community partnerships, while increasing fuel efficiency as fleet vehicles are replaced.
- **Expand access to the transit system:** As directed by the Council³, Metro is undertaking an Access to Transit Study to identify opportunities to improve access to transit, including transit service located within an accessible distance to the majority of people and jobs in the region, park-and-ride availability, and bike and pedestrian facilities. The study will include options for regional needs reporting, policy updates, and funding of access to transit infrastructure.
- **Expand Alternative Services program:** The Council⁴ has directed Metro to expand “right-sized” transit options in communities where it would not be cost effective to provide fixed-route transit service.
- **Address GHG goals in Metro Transit's Long Range Plan:** Metro is working to develop a Long Range Plan by 2015 that would provide a vision for the public

³ Ordinance 17641 and further defined in Motions 14089 and 14319.

⁴ Motion 13736 and Ordinance 17941.

transportation system in the next 25 years, including how an integrated network of transportation options, facilities and technologies can address GHG goals.

- **Pursue adoption of a Clean Fuels Executive Order to include a cost of carbon:** The Executive is developing a draft Clean Fuels Executive Order that would likely involve using life cycle cost analysis that factors in the cost of carbon when making fleet purchasing decisions.
- **Use alternative fuels in the County's new ferry vessels:** King County's two new ferry vessels going into service in 2015 will use B-10 biodiesel.
- **Consider options for the sale and reinvestment of environmental attributes:** The Council recently passed Ordinance 18106 creating an environmental attribute program that would enable the monetized value of operating the trolley and battery-operated buses to be sold to third parties.

Progress on meeting current targets

Annual Passenger Boardings on Metro Transit: With more than 124 million passenger boardings in 2014, Metro has exceeded the 2012 SCAP target of 122 million annual boardings by 2015 and is on track to meet the 2015 SCAP target of 127 million annual passenger boardings this year.

Percentage of King County Commuters Not Driving Alone: The region is not on target to meet the 2012 SCAP target of reducing the drive-alone rate to ten percent below 2011 levels by 2015. In fact, the drive-alone rate in King County increased by 0.8 percent between 2011 and 2013. The 2015 SCAP contains a less ambitious target of *increasing non-drive-alone travel* for only Commute Trip Reduction-affected worksites, compared to a lower baseline of 2007, to a lower target of six percent over 13 years. A two percentage point increase occurred between 2007 and 2013, leaving four percentage points of further increase needed between 2015 and 2020 to achieve the new target.

Energy Use by County Vehicles: King County is not on target to achieve the 2012 SCAP target of reducing fleet energy use by ten percent compared to 2007. As of 2014, the County had achieved a reduction of six percent compared to 2007.

Without significant action, the County may face similar challenges meeting the even more ambitious targets contained in the 2015 SCAP, particularly for non-Metro fleet vehicles. An April 28, 2015, audit by the King County Auditor's Office, *Light Duty Fleet: Costs and Emissions Could Be Reduced*, found that, "Despite the efforts of agencies to reduce the cost and emissions produced by county vehicles, underutilized vehicles and fuel inefficiency are barriers to further progress." Several of the recommendations made in the audit to increase the fuel and cost efficiency of King County's fleet were identified as priority actions in the 2012 SCAP, but have not yet been fully implemented. For example, the 2012 SCAP states the following priority actions: "The County's fleets will continue to implement strategies such as anti-idling, car sharing and vehicle rightsizing, and will phase in more-efficient, lower-emissions hybrid and electric vehicles as funding and technologies allow." These priority actions are carried forward in the 2015 SCAP.

The 2015 fleet audit recommendations included strategies to reduce idle time, evaluate car-sharing options, make thorough vehicle utilization decisions related to vehicle rightsizing, and rigorously evaluate vehicle costs prior to purchases, including considering lifecycle fuel costs that may make purchase of lower-emissions vehicles more feasible. Progress on these recommendations and other related priority actions identified in the SCAP would be needed to achieve the energy use targets identified in the 2015 SCAP. Fleet Administration's response to a proviso in the 2015/2016 biennial budget regarding the role of alternative fuel technology fleet vehicles in achieving King County's GHG goals⁵ will provide the Council with an opportunity to look at this issue in greater depth. The proviso response is due to be transmitted to the Council by September 30, 2015.

Issues for Committee Consideration

Equity and Land Use: Per the Council's direction, staff analysis considers the ESJ impacts in reviewing all transmitted legislation. It is worth noting that growth management regulations which result in many benefits to the region may also have inadvertent impacts on vulnerable populations. For example, in order to accommodate growth in already developed urban areas, local actions often include redevelopment, neighborhood reinvestments, and infrastructure investments, which the Puget Sound Regional Council's (PSRC) housing toolkit notes can impact housing affordability and cause displacement.⁶ Affordability resources listed in the toolkit include a study from Tufts University on displacement and gentrification tools for the City of Portland, which notes that "lower-income families and seniors have been displaced to the outer fringes of the city or to the suburbs" when faced with growth management impacts in Seattle.⁷ Similarly, a study by Professor Richard Morrill at the University of Washington notes that "growth management, especially the urban growth boundary, can raise the cost of housing."⁸ Lastly, in a case study of gentrification in the Central District neighborhood in Seattle, the Urban Institute notes that "housing costs have increased tremendously across Seattle" and "one reason cited for the increases was the growth in management regulations limiting suburban growth."⁹

In response to these potential impacts, the region has worked hard to address housing affordability in urban areas. This includes the Growing Transit Communities Compact, the creation of the Regional Equitable Development Initiative (REDI) fund, and the Executive's proposed King County and Sound Transit partnership to create at least 700 units of permanently affordable workforce housing. These issues of equity and housing affordability – as well as specific impacts of climate impacts and strategies – will be reviewed as part of the 2016 update to the King County Comprehensive Plan (KCCP)¹⁰ as it relates to implementation of the Growth Management Act, including:

⁵ Proviso P1, Section 125, Ordinance 17941

⁶ Puget Sound Regional Council's Housing Toolkit.

<http://www.psrc.org/growth/housing/hip/alltools/displacement>

⁷ "Mitigating Displacement due to Gentrification," Kim, Tufts University, April 2011

⁸ Growth Management, the Market, and Settlement Change in Greater Seattle 1990-2007," Morrill, University of Washington

⁹ "In the Face of Gentrification: Case Studies of Local Efforts to Mitigate Displacement," Levy et al, Urban Institute 2006

¹⁰ Ordinance 14351

- Consideration of updating and strengthening policies to provide increased attention to areas with low income communities and people of color to address inequities and disparities related to health, housing, and prosperity.
- Review of equitable access to affordable housing, transportation, and transit oriented development.
- Review of inequities and disparities related to environmental and climate justice impacts.
- Evaluation of the relationship between climate impacts and solutions with wealth, equity and social justice.

The discussion of equity and land use, and the efforts to address these issues in the 2016 Comp Plan, are absent from the SCAP's discussion of the UGA. The Committee may wish to request the Executive revise the SCAP to include a brief discussion of these issues in the context of the discussion of the UGA.

Goal Area 2: Buildings and Facilities Energy

Energy use in buildings and industrial facilities accounts for nearly half of GHG emissions that occur within King County's geography.

What's new in the 2015 SCAP?

County services: The SCAP proposes a much greater role for King County in reducing energy use and encouraging renewable energy in the community. All of the proposed new targets were adopted by the K4C and are as follows:

- Reduce energy use in all existing buildings 25 percent below 2012 levels by 2030.
- Increase countywide renewable electricity use 20 percent beyond 2012 levels by 2030.
- Limit construction of new natural gas-based electricity power plants.
- Support development of increasing amounts of renewable energy sources.

The 2015 SCAP proposes some new priority actions to help achieve these targets. All of these actions require collaboration with regional partners:

- Work with local utilities and other partners to increase residential and commercial resource efficiency and renewable energy production for existing buildings.
- Partner with local utilities and other stakeholders on a countywide commitment to renewable energy resources. The SCAP recommends establishing a dedicated position to accomplish this work and other community outreach on energy efficiency.
- Support stronger commercial energy codes.
- Expand resource efficiency programs for low income residents.
- Support efforts to renew solar production incentives.
- Establish a preferred framework for building energy disclosure ordinances.

It is not clear that the targets for energy reduction in the community are achievable. While the SCAP does present priority actions to reduce energy use, the SCAP does not include an analysis of whether the effect of the actions can achieve the proposed targets. This is further complicated by the fact that King County has limited jurisdictional authority to require any changes that could help reduce energy use in the community.

County operations: The 2015 SCAP includes four new or revised targets related to energy use in county-owned buildings and facilities. Given its track record in energy reduction and renewable energy production, King County is much more likely to achieve goals for energy consumption and renewable energy production in its own operations.

1. King County will reduce normalized energy use in county-owned facilities by at least five percent by 2020 and 10 percent by 2025 as compared to a baseline year of 2014.
2. By December 31, 2020, all King County government buildings over 20,000 square feet shall be Energy Star Certified. Energy Star certification is a national tool to measure energy efficiency—and which establishes certain performance targets. To achieve this goal, all county agencies that operate buildings not meeting Energy Star performance requirements by December 31, 2016, are to develop a written plan outlining steps for the non-achieving buildings to meet Energy Star certification requirements.
3. Produce renewable energy equal to 100 percent of total County government net energy requirements by 2017 and each year thereafter, excluding the public transit fleet.

The 2015 SCAP also includes revised renewable energy targets to reflect the fact that the County achieved its 2012 SCAP goals, of 95 percent. To meet the new 100 percent renewable target for net energy requirements, the county will need to improve from its current 95 percent level. This is more of a stretch than it may seem, and it will require continued progress in reducing energy consumption, while increasing production of renewable energy at wastewater treatment plants and at Cedar Hills.

4. King County is to utilize renewable energy equal to 70 percent of government operation facility energy consumption by 2020 and 85 percent by 2025.

This is very ambitious target and requires cost considerations. The SCAP addresses those costs considerations by establishing the following order of preference for strategies to achieve the renewable energy targets: 1) energy efficiency, 2) cost-effective renewable energy projects, and 3) renewable/carbon offset purchases.

Furthermore, the SCAP proposes the establishment of cost effectiveness criteria by December 31, 2016. This proposed approach seeks to maximize the long-term benefits to the county that are captured through real energy efficiency operating savings and direct county investments in renewable energy generation sources, beyond the renewable generation investments of local utilities.

Progress on meeting current targets

For county services, the 2012 SCAP did not have comparable targets for countywide energy usage reduction.

For county operations, the 2012 targets for renewable energy production and consumption were met. In addition, the County achieved its energy use target and reduced its normalized facility energy use by more than 15 percent since 2012.

Goal Area 3: Green Building

This goal area discusses King County’s green building and sustainable development commitments at three scales: 1) for new construction, additions, retrofits and remodels built by customers, businesses and residents in unincorporated King County; 2) for regional green building collaborative actions; and 3) for building and infrastructure projects owned and operated by King County.

What’s new in the 2015 SCAP?

The entire “Goal Area 3: Green Building” is a new addition in the proposed 2015 SCAP. This new chapter builds upon the foundation of the 2012 SCAP’s “Goal Area 2: Energy.”

Many of the strategies and targets in Goal Area 2: Buildings and Facilities Energy and Goal Area 3: Green Building reflect the guidance of Regional Code Collaboration (RCC) project. The RCC is made up of representatives from 13 King County jurisdictions and five other jurisdictions in the greater Puget Sound region. The RCC is working to create a common vision for local codes that promote environmental stewardship. The group has also focused on best practices supported by ratings systems such as Leadership in Energy and Environmental Design (LEED), BuiltGreen, and The Living Building Challenge.

County Services—Residential and Commercial Development: The “County Services” goal is to “reduce energy use and GHG emissions associated with new construction and renovations in commercial and residential buildings in King County.”

The 2012 SCAP called for a “percentage of residential housing” to achieve Built Green or LEED certified, but stated that the target would be developed as part of the 2013 Green Building Ordinance. Ultimately, the adopted Green Building Ordinance¹¹ only addressed County capital projects and did not include targets or standards for residential or commercial development. The 2015 SCAP not only proposes to identify residential¹² green building targets, the targets are rather ambitious as the County’s first targets in this area.

The proposed residential targets are:

¹¹ Ordinance 17709

¹² Single-family and multi-family residential homes.

- By 2020, 75 percent of new developments will achieve Built Green 5 Star or better, Living Building Challenge, high level Evergreen Sustainable Development Standard, LEED Platinum, or equivalent green building certification or development code; and
- By 2030, 100 percent of new developments by 2030 to achieve Built Green Emerald Star, LEED Platinum, Living Building Challenge, or equivalent green building certification or development code that achieves net zero GHG emissions.

Since transmittal of the 2015 SCAP, Executive staff have requested that the proposed 2020 target for residential homes be amended to state:

“By 2020, 75 percent of new developments achieve: Built Green ~~((5))3~~ Star or better, Living Building Challenge, high level Evergreen Sustainable Development Standard, LEED ~~((Platinum))Silver~~, or equivalent green building certification or development code.”

Staff have prepared language in Amendment 1 to make this change. Even with the amended language, both the 2020 and 2030 targets are ambitious given that according to the SCAP, as of 2014, less than 48 percent of new residential development achieved any of the certifications. More notably, less than one percent of new residential development has reached the highest levels of certification, which the 2030 target calls for 100 percent of new developments to achieve.

According to the SCAP, this will be achieved in unincorporated King County via education and voluntary programs, as well as code changes¹³ that are expected to be transmitted by the end of 2017. This residential green building work is proposed to be completed by a new TLT position focused on green building code issues.¹⁴ Additionally, King County Comprehensive Plan (KCCP) changes may also be warranted to address unincorporated areas, as green building standards for residential development is currently not required in the KCCP. The SCAP does not include details about how this target will be achieved or its implications, such as the impact on residential housing prices or permitting process.

The SCAP reports that only two percent of growth is expected to occur in the rural area. This means that, as annexations of urban unincorporated areas continues, King County will be primarily dependent upon other jurisdictions to address 98 percent of the new development that these targets aim to impact. Implementation of this target is also limited by the fact that King County is not able to amend state energy codes regarding certain residential units.¹⁵ Changes in state law would be required in order to see progress on this front.

¹³ Possible strategies indicated by Executive staff include: zoning code incentives, such as increased density in return for achieving Built Green 5 Star; permitting incentives, such as reduced review timelines in return for green building; simplifying green building compliances; hiring a green building customer coordinator; water reduction regulations; and a demonstration ordinance to allow residents to follow Living Building Challenge directives to achieve net zero energy usage.

¹⁴ The SCAP proposes for this to be a two-year TLT position that would be located in the Department of Permitting and Environmental Review (DPER). The position is estimated to cost approximately \$136,000 per year, and will be paid for half by the Solid Waste Division using existing appropriation in 2016 and half to be requested from the General Fund through a mid-biennial supplemental budget request.

¹⁵ Single-family residential and multifamily of four units or less.

The 2015 SCAP notes that the benefits from LEED Gold or higher standards reduce energy-related GHG emissions by 18 to 39 percent; however, the benefits from other standards are not known at this time. Quantifying this is identified as a “priority action” by 2020.

In addition to addressing residential development, the goal in this section also specifically calls for reductions in energy usage and GHG emissions for commercial buildings; however, there are no proposed measures or targets in the proposed 2015 SCAP to evaluate the progress for this area. Executive staff have stated that this is because, currently, there is not comprehensive data for commercial buildings throughout the County. Tracking commercial green building certifications is challenging due to a long lag time between permitting and green certification, and such information would be dependent on extensive additional data collection.

County Operations - King County Capital Projects: The “County Operations” goal calls for “King County-owned buildings and infrastructure to be built, maintained, and operated consistent with the highest green building and sustainable development practices.” The 2012 SCAP called for targets related to use of renewable energy for County operations, but did not address overall green building standards or certifications for County buildings or capital projects. The Green Building Ordinance filled that gap by providing guidance on when green building standards should be used, but the 2015 SCAP would provide a more expansive directive with defined and ambitious targets.

The proposed targets are:

- By 2020, 100 percent of King County projects achieve Platinum certification or better.
- By 2030, 100 percent of King County projects achieve certifications that demonstrate a net zero GHG emissions footprint for new facilities or infrastructure.¹⁶

The SCAP calls for using LEED and Sustainable Infrastructure Scorecard certifications in County projects for Measure 1 in this goal area. Executive staff have noted that this is also intended to include alternative green building rating systems, but the language does not currently reflect that. Staff have prepared language in Amendment 1 to clarify the range of rating systems for this measure. Executive staff concur with this amended language.

The Green Building Ordinance states that county capital projects should achieve LEED standards,¹⁷ but only when certifications would have nominal cost impacts.¹⁸ The 2015 SCAP proposes 100 percent platinum certification regardless of costs. The code would ultimately need to be updated in order to achieve the targets called for in the SCAP; however, a proposed ordinance with the specific code changes necessary to implement these targets was not transmitted with the 2015 SCAP. Council staff, in coordination

¹⁶ Consistent with the similar K4C Pathway on P. 67

¹⁷ The Green Building Ordinance states that county capital projects should achieve platinum for new projects and gold for remodels/renovations.

¹⁸ Only if this higher standard can be achieved with no incremental cost impact to the General Fund over the life of the asset and no more than 2% incremental cost impact to other funds over the life of the asset.

with Executive staff, has prepared language in Amendment 1 to clarify that implementation of this strategy would need to be consistent with the Green Building Ordinance either in its current or future form if amended.

The estimated cost for including green features to reach Platinum certification can average between 0 and 4.5 percent of project costs. However, Executive staff have stated that benefits of green building can continue to generate more rapid return on investment for including green features than buildings without those features, which can generate a net savings over the life of a building.

The 2030 target – which requires a net zero GHG emissions footprint for 100 percent of new County projects – is more ambitious. At this time, the increased costs to the County to include the additional green features necessary to meet this target are not known. Similarly, one of the “Priority Actions by 2020” is to “identify and make substantial progress in the design, construction, or certification process for at least 10 new County construction or retrofit projects that will advance Net Zero Energy or Living Building Challenge certification.”¹⁹ The specific projects have not yet been identified; therefore, the costs are also unknown.

In addition to green design standards, the SCAP also proposes targets for average percentages of Construction and Demolition (C&D) materials diverted from landfills from County capital projects:

- By 2016, an 80 percent C&D diversion rate.
- By 2020, 85 percent.
- By 2030, 92 percent.²⁰

Progress on meeting current targets

Due to the fact that Goal Area 3 is new in 2015, there are no current targets in the 2012 SCAP to evaluate, aside from compliance with the Green Building Ordinance. As of 2014, only 22 percent of County-owned capital projects achieved Platinum certification. As noted in the SCAP, this is due, in part, to the fact that the majority of projects completed in 2014 were designed prior to the enactment of the standards in the Green Building Ordinance.

Appendix D—Green Building Reporting. As required by the Green Building Ordinance, the 2015 SCAP reports on compliance and performance of County capital projects. However, the information included in the 2015 SCAP does not fully capture what is happening on the ground. First, some of the charts include incorrect data. Additionally, the projects reporting on projected savings are different from the projects reporting on actual savings, so “projected” results are not able to be compared with “actual” results. Lastly, some projects were estimating the energy savings over the life of the project, while others were only reporting annually.

¹⁹ An example of a Living Building Challenge project is the Bullitt Center in Seattle.

²⁰ Equates to zero waste of resources with economic value.

Executive staff have provided updated charts with the corrected data to replace the current versions in the SCAP. Amendment 1 incorporates these corrections into Appendix D. Executive staff have also noted that they have established a work group that is standardizing the reporting criteria so there can be consistency moving forward. The work of this group will not be available to be reflected in the totals presented in the 2015 SCAP, but reporting metrics are expected to be more accurate and useful in the future.

Goal 4: Consumption and Materials Management

The purchase, use, and disposal of goods and services by King County residents, businesses, and government are associated with significant GHG emissions. These emissions can occur at all stages of a product's life cycle, from resource extraction, farming, manufacturing, processing, transportation, sale, use, and disposal.

What's new in the 2015 SCAP?

The 2015 SCAP includes the following new targets and strategies related to the county's waste services.

Transfer Station Recycling: By 2020, recycle 60,000 tons of key materials collected at transfer stations including yard and wood waste, metal, cardboard and paper.

In 2013, the Shoreline Transfer Station began a pilot project involving the "picking" of transfer station waste piles, pulling out recyclable materials such as wood, metals, and cardboard for diversion to recycling markets. In the 2015-16 biennium, that program is being extended to three additional transfer stations. When new Factoria and South County stations are completed and incorporated into this effort, recycled tonnage levels are likely to increase substantially. It is still very early in the development of this effort, so it is difficult to project actual volumes based on initial results.

Incentive-Based Tip Fee: The regional solid waste system includes 37 cities, each of which develop and administer waste collection and recycling efforts in cooperation with the County. Recycling efforts, and recycling results, vary from city to city. The County establishes fees charged to waste collection companies for waste delivered to transfer stations (tip fees). In order to incentivize cities to pursue ambitious recycling efforts, the 2015 SCAP indicates that the County's Solid Waste Division (SWD) will explore a tip fee structure that rewards those cities that are on track to reach the region's targeted 70 percent recycling rate. The Council has fee-setting authority, so any such proposal would require approval by Council.

Landfill methane emissions: By 2020, increase landfill gas collection efficiency at Cedar Hills Regional Landfill to at least 98 percent. The landfill is now achieving a 95.77 percent collection efficiency. SWD is evaluating strategies to be employed to achieve the 98 percent target; that evaluation is not yet complete. In Ordinance 17971, the Council required that the GHG emissions inventory, which calculates landfill emissions, be reviewed by an independent third party with experience in emission inventory calculations. That process should be completed by early 2016.

Garbage Collection Frequency/Separation: The SCAP includes a new strategy that would provide every-other-week garbage collection and continue the existing city/hauler strategy of separation of garbage, recyclables and organics. The Executive notes that separation into these three major categories, garbage, recyclables, and organics, rather than further separation of recyclables into categories such as glass, plastics, cardboard and others, is used by cities and commercial haulers to increase levels of participation by customers, by making separation easy and convenient.

Regarding collection frequency, SWD partnered with the City of Renton several years ago to pilot and evaluate every-other-week garbage collection. As a result, Renton has implemented this program. This strategy is being pursued in the unincorporated area, and is being included in current Solid Waste Comprehensive Plan discussions to encourage partner cities to consider it.

Food Waste Prevention: The 2015 SCAP identifies a number of additional initiatives to reduce GHG impacts from food production and consumption:

- For food businesses, develop a toolkit to increase efficiencies and reduce waste.
- Raise public awareness about the value of “imperfect” food and its role in preventing waste.
- Review options to recycle/process food waste, like anaerobic digestion and composting.

Purchasing Strategies: The SCAP also includes new strategies and targets related to purchasing:

- **Environmental Purchasing Policy:** The County’s Environmental Purchasing policy is addressed in KCC 18.20. The 2015 SCAP commits to revising the existing ordinance to include GHG emissions as a criterion in purchasing decisions.
- **Copy Paper:** The 2015 SCAP commits that by 2017, the “default option” for office copy paper will be 100 percent recycled content paper.
- **Cement Alternatives for Concrete:** Recognizing that alternative cement materials for concrete can lower energy needed in concrete production and reduce carbon emissions, the County will track current use of cement and cement alternatives, develop best practices, and set targets for use of low-GHG cement alternatives.
- **Desktop Work Stations:** Desktop work stations are among the largest sources of energy usage in King County buildings. As workstations are replaced, there are opportunities for energy savings. A tablet, for example, uses about a quarter of the energy of a standard desktop. King County Information Technology (KCIT) will support agencies in making informed purchasing decisions by providing energy usage data for various work station types; departments will choose the options that are most energy efficient, while serving business needs.
- **Server Virtualization:** The County is moving the backup function for computers to the “cloud,” rather than on local servers, and is evaluating opportunities for other

services that could be delivered through the internet, such as storage and applications. Based on the results of pilot projects, the County will identify a target to transition appropriate functions to the cloud by 2020.

Progress on meeting current targets

Zero Waste: The 2012 and 2015 SCAP include a target of zero waste of economically useful resources by 2030. Based on progress to date, this target will require an accelerated effort: in 2013, 63 percent of material disposed at Cedar Hills was readily recyclable.

The target is focused on the mix of materials processed through the county transfer network and disposed of at Cedar Hills. In order to make progress toward this goal, those waste streams that are comparatively poor performers in recycling participation—self haulers and multifamily residents, for example—will need to achieve higher levels of recycling and waste reduction, and other techniques for diverting economically-useful materials from disposal, such as product stewardship or disposal restrictions, may need to be considered.

70 Percent Recycling Rate: Both the 2012 and 2015 SCAP include a 70 percent recycling rate target by 2020. This target is focused on the total volumes of waste generated and recycled by system participants, some of which is destined for processing pathways separate from county transfer and disposal facilities. As of 2013, the rate was 53 percent. The trend line since 2004 shows a nine percent increase in the nine years between 2005 and 2014, suggesting that renewed efforts will be required to achieve an additional 17 percent reduction by 2020, as is needed to meet the 70 percent target. The County and cities are currently cooperatively planning for efforts to meet the 70 percent recycling target.

Copy Paper: For copy paper, the 2012 SCAP set a goal of a 20 percent reduction in usage volume by 2013, and 30 percent by 2016, with 2010 as a base. According to the Executive, the 2013 target was met. The SCAP indicates that the County has reduced the amount of copy paper that it purchases since 2010, from about 17,000 cases annually to about 14,000 cases in 2014.

The 2012 plan also contained a goal of purchasing recycled paper by all agencies. The 2015 SCAP indicates that, as of 2014, 31 percent of copy paper purchases were 100 percent recycled content.

Issues for Committee Consideration

Strategies to achieve the 70 percent recycling rates: King County solid waste operates as a federated system, with participation by 37 cities as partners. To achieve ambitious system-wide targets or waste reduction/recycling goals, cooperative participation by cities of the region is needed. There may be differing levels of interest and acceptance of aggressive recycling strategies among cities and residents of the region.

There hasn't been significant increase in the current 53 percent rate for a number of years. The Metropolitan Solid Waste Advisory Committee is currently coordinating a cooperative planning effort, with cities, to address the "roadmap to 70 percent". Options are being discussed involving varying kinds of county and city waste diversion initiatives. The region will need to seriously consider relatively ambitious approaches towards increasing recycling and reducing waste, in order to achieve stated goals.

If the Committee would like additional information on strategies to achieve the 70 percent target, it could consider adding this topic to its 2016 Workplan.

Impact for SWD of potential state or federal rules on greenhouse gas emissions:

The Governor's Office has recently announced a major climate initiative that would require sources that are emitting greenhouse gases above a specified threshold, to reduce those emissions or be subject to regulatory actions. The Cedar Hills Regional Landfill has been identified as one of the sources to be addressed by the initiative. Specifics will become available as a rule is developed. Amendment 1 revises the SCAP to insert a new priority action as follows:

Evaluate and report back as part of the SCAP annual report the effect on Cedar Hills of any changes in state or federal law or pending ballot initiatives relating to regulating GHG emissions.

Councilmember Question: Does reliance on a combined recycling bin present difficulties to the recycling process?:

Currently, the solid waste system features a recycling structure that is developed through city contracts with waste haulers. Cities and haulers have utilized an approach that encourages residents to separate their disposables into three bins: one each for organics (yard waste/food waste), garbage, and recyclables. This last category, "recyclables," combines a mix of different kinds of materials that can be recycled, including glass, metals, plastics, paper, cardboard, etc.

This level of separation has come about with the development of sophisticated recyclables sorting facilities, Material Recovery Facilities (MRFs), that are operated by commercial haulers, which use sorting technology to separate the various kinds of recyclables, and to sell them to recyclables markets. These processes can be affected by contamination of recyclables with other wastes, by system clogs from plastic bags or other materials, and by market fluctuations or other uncertainties.

SWD indicates that the "three-bin" approach, with recyclables combined as a group, is generally seen as more effective than asking customers to further sort into discrete material types. According to SWD, this "ease of use" increases participation, and helps move the system towards recycling volume targets. However, the issue of contamination of recyclables streams—while it primarily is the responsibility of hauling companies—has been raised as a complicating element in the processing of recyclables, potentially decreasing recyclables marketability and increasing costs.

Because the policy choice on this issue, under the current allocation of roles and responsibilities, falls primarily to hauling companies, there has been limited discussion

of this issue at Council. There may, however, be opportunities for the Committee to more clearly understand the nature and extent of the problem, and any opportunities for the County to assist, such as educational efforts to reduce impurities, efforts to address proliferation of plastic grocery bags, or other approaches. The Committee may wish to consider scheduling a briefing on this topic, framed to acknowledge the roles of the haulers and cities under the current federated structure.

Goal Area 5: Forests and Agriculture

This goal area describes King County's commitment to permanently conserve high-priority farm, forest, and other open spaces; plant one million trees; restore King County-owned forest land; and provide incentives and technical assistance to private agriculture and forestry land owners to address climate issues.

What's new in the 2015 SCAP?

Expanding Conservation Targets: The 2015 SCAP proposes to maintain the 2012 target to add 500 acres of privately owned rural land per year in either stewardship plans or current use taxation incentive programs. The 2015 SCAP also proposes to expand the 2012 targets for permanent conservation of forest and agriculture lands. Previously, the targets were 200,000 acres of preserved forest land by 2016 and a to-be-determined goal for agriculture land. The 2015 SCAP now proposes to protect and conserve all remaining high-priority forest and agriculture land within 30 years through conservation easements, Transfer of Development Rights (TDRs), or purchases in fee. The 2015 target also now includes open space lands, such as for habitat or trails.

The amount of acreage, as well as the associated costs to the county necessary to achieve the target for permanent conservation of high-priority lands has not yet been identified. The County is currently analyzing land in unincorporated King County to identify the conservation needs, including looking at: land not currently under protection and at risk of conversion out of resource land use, parcels not enrolled in current use taxation programs, areas identified for habitat protection in the Water Resource Inventory Areas (WRIAs), remaining corridors needed to complete and connect the regional trail network as identified in the Regional Trails Plan, and recommendations for multi-objective flood hazard reduction projects as identified in the Flood Hazard Management Plan and Flood District Capital Improvement Program. The County also plans to do outreach to the cities to identify conservation needs in incorporated areas. A proposed "Priority Action by 2020" is to develop a 30-year plan for the preservation of these lands.

The GHG emissions reductions calculated for conservation of land through removal of development rights is based on sending TDRs from rural lands into downtown Seattle;²¹ however, only 21 percent of TDRs are transferred to large urban cores such as downtown Seattle. This calculation does not reflect the remaining 79 percent of TDRs that are transferred to other urban areas in the County, which most likely would not have as significant GHG emissions reductions benefits.²²

²¹ Which results in a reduction of 9 MTCO₂e per year for each rural housing unit transferred.

²² Executive staff note is hard to quantify GHG reductions for these areas because they are spread out and are not necessarily proximate to job centers.

The current use taxation incentive programs provide significant tax breaks²³ to properties enrolled in the program in exchange for the voluntary preservation and conservation of natural resources on the property. Overall tax revenues coming to the county are not reduced because the tax rates across all other properties (residential, commercial, etc.) are adjusted to regain any loss in tax revenues from current use assessments. As a result, as more properties are enrolled in current use programs as called for in the SCAP, all other non-enrolled properties across the county will experience subsequent increases in tax rates. The expected impact will be a \$75,000 annual revenue shift, which would be redistributed across all other properties. Given the number of taxable parcels in the county, however, this is expected to have a very small tax rate impact. Similarly, small tax rate impacts would occur due to increased permanent conservation of forest, agriculture, and open space lands.

Adding more farm land and providing flooding infrastructure: The SCAP proposes to increase local food production by adding 400 net new acres in local food production per year through 2024. Complimentary to this, the plan also calls to increase the number of farms that have flooding infrastructure, such as raised agricultural structures and farm pads, by five or more projects per year.

The SCAP proposes to measure the GHG emissions reductions for adding new acres of land in food production based on the emissions reductions seen in TDR transfers similar to the purchase of the Tall Chief Golf Course. However, simply increasing the acreage of agriculture land food production does not necessarily entail TDR transfers or similar levels of avoidance of residential development.

Increasing the rate of completion for Forest Stewardship Plans (FSPs): The 2015 SCAP proposes to maintain the 2012 target to have FSPs for all applicable forested sites managed by the County. In order to address the outstanding 22 sites, as well as completing updates for existing FSPs,²⁴ Executive staff have stated that they will increase the rate at which FSPs are developed.²⁵ This is proposed to be achieved through work with the University of Washington and contractors. Current funding for this work is primarily coming from \$250,000 of Real Estate Excise Tax (REET) funds in 2015/2016.²⁶ Into the future, ongoing funding is uncertain. As more forested properties are acquired, and as current FSPs need to be updated, there will be a need for additional funding.

Planting more trees: The 2015 SCAP also proposes, in partnership with public and private partners, to plant one million native trees between 2015 and 2020, which is more aggressive than the 2012 target to plant 30,000 native trees and shrubs per year. In

²³ This is achieved through assessing a participating property at a “current use” value, which is lower than the “highest and best use” assessment value that would otherwise apply to the property.

²⁴ Existing FSPs are reviewed every 10 years to determine if they need either minor or major updates. As a result, by 2020, FSPs on four sites will need to also be updated.

²⁵ A minimum of 6 new FSPs and 4 FSP updates will be completed in 5 years, with the remaining new FSPs completed by 2025.

²⁶ Revenues from forest practices on these sites and funds from the King County Parks, Trails, and Open Space Replacement Levy are also directed to the maintenance and restoration of forested sites. Executive staff have also indicated that DNRP will pursue restoration grant funding to support county land forest stewardship.

conjunction with this effort, SCAP also calls for the County to work with partners to develop a detailed 30-year plan for maximizing the percent of tree cover in both urban and rural King County, which will include methods to track progress, monitor tree survival, and coordinate public outreach.

Progress on meeting current targets

2012 Stewardship and Conservation Targets Achieved: The 2012 SCAP called for adding 500 acres of privately owned rural land per year in either stewardship plans or current use taxation incentive programs.²⁷ In 2014, 660 new acres either had stewardship plans or were enrolled in current use taxation incentive programs,²⁸ which exceeded the target.²⁹

Additionally, consistent with the 2012 SCAP, more than 200,000 additional acres of privately owned forest lands have been permanently conserved – which was completed ahead of the 2016 target date.

The 2012 plan stated that the acreage target for conservation of agriculture lands was going to be determined in 2013 by the Water and Land Resources Division (WLRD) in collaboration with the King County Agriculture Commission. Ultimately, WLRD and the Agriculture Commission did not establish goals for farmland preservation. Instead, through the Executive’s 2014 Local Food Economy Initiative, the “Kitchen Cabinet” recommended that, rather than adopting a goal of the number of acres to be preserved, the County focus instead on acres in food production and number of new farmers. The recommendations included the goal to increase acres in food production by net 400 acres per year for the next ten years. In 2013, the Tall Chief Golf Course was purchased with the goal of restoring food production to this 191 acre site.

The 2012 SCAP also called for 100 percent of King County Parks’ forested sites over 200 acres in size to have Forest Stewardship Plans (FSPs) by 2025. As of 2014, 11 out of the 33 sites have FSPs. The county will have 10 years to complete FSPs for the remaining 22 sites.

2012 Tree Planting Target Exceeded: 30,000 native trees and shrubs were to be planted per year. King County has exceeded this target for the past two years – with more than 67,000 trees and 118,000 shrubs planted in 2013, and more than 83,200 trees and 74,500 shrubs in 2014.

Given that the County currently plants approximately 80,000 trees annually, Executive staff anticipate that King County³⁰ would be able to unilaterally achieve approximately half of its ambitious goal over the course of the five-year period without requiring significant additional resources. The remainder of the plantings identified in this target

²⁷ Current use taxation incentive programs include: the Public Benefit Rating System (also known as Open Space), the Timber Land program, the Forestland program, and the Farm and Agricultural Land program.

²⁸ For a total of 161,000 acres in the programs.

²⁹ The County does not yet have an approach for quantifying increased carbon sequestration associated with either enrollment in current use taxation incentive programs or implementing stewardship plans – though, this is identified as a “Priority Action by 2020.”

³⁰ In part through volunteer efforts.

would be dependent upon outreach with, funding from, and work completed by other partners, such as cities, state and federal agencies, non-profit organizations, businesses, and the public.

Issues for Committee Consideration

Consistency with the King County Comprehensive Plan (KCCP): As noted above, the SCAP proposes to protect and conserve³¹ all remaining high-priority forest, agriculture, and open space lands in King County³² within 30 years. This is a more ambitious directive than the current KCCP, which states that King County shall pursue economically feasible opportunities to preserve open space.³³ The cost qualifier in the KCCP is of particular importance when evaluating the scope of this new direction in the SCAP. This raises a policy question as to whether this strategy and target should be considered in a broader context, such as part of the 2016 KCCP update, prior to Council adoption in the SCAP. The Council may wish to amend the language to tie the SCAP to what is adopted in the 2016 KCCP.

Amendment 1 addresses this issue by revising the SCAP to state conservation strategies will be consistent with any policies adopted in the 2016 Comprehensive Plan. The underlined text below shows the specific changes made to the SCAP by Amendment 1.

Strategy B: Protect and conserve (~~all~~)remaining unprotected high-priority forest, agriculture, and other open space lands within 30 years. A specific target will be developed in coordination with the Council and consistent with the King County Comprehensive Plan and anticipated 2016 updates.

Measure 2, Target 2: Permanently protect and conserve (~~all~~)remaining unprotected high-priority forest, agriculture, and other open space lands within 30 years. A specific target will be developed in close coordination with the Council and consistent with the King County Comprehensive Plan and anticipated 2016 updates.

Councilmember Question: Could you provide more information about the proposed targeted to plant one million native trees between 2015 and 2020?

Executive staff have noted that this planting effort is intended to occur throughout the county, in both urban and rural areas, and would build on existing planting efforts.

In recent years, King County has planted between 60,000-80,000 trees annually on county-owned lands. This includes work to remove invasive plants and replace with native plants on county Park and Open Space land at locations throughout the county, tree plantings as part of Flood Hazard Reduction Projects (both for bank stability and meeting permit requirements), and salmon habitat restoration projects in the Green, Cedar/Sammamish, and Snoqualmie basins. Additionally, there are many tree planting

³¹ Through easements that remove development rights or purchases in fee.

³² In both incorporated and unincorporated areas.

³³ GP-102

efforts with considerable momentum that already exist in the region, led by non-profit organizations and local cities, such as the King Conservation District work with private landowners and Forterra's Green Cities program, which now works in Kent, Seattle, Redmond and Kirkland. To achieve the "plant one million trees" target proposed in the SCAP, strong partnerships would need to be developed between these organizations, King County, and other partners.

As proposed in the SCAP, King County would work with public and private partners to develop an overall plan for improving forest cover. This planning effort would be an opportunity to address concerns and give guidance on issues such as wildfire prevention and geographic locations for planting.

Amendment 1 revises the SCAP language to provide more information on the native tree planting target and priority target. The underlined language reflects the changes made by Amendment 1.

Target 2: Plant one million native trees between 2015 and 2020. Specific approaches, including public and private partnerships and geographic focus areas for tree planting, will be identified as part of developing of a 30-year plan to maintain and enhance tree cover countywide.

ReTree King County. As part of a new initiative called ReTree King County, King county and partners, such as city, state, and federal agencies, tribes, non-profit organizations, businesses, and the public, will collectively plant at least one million new native trees between 2015 and 2020 across King County in both urban and rural areas. Restoration projects that plant native trees and shrubs on previously cleared, non-agricultural land have multiple benefits, including wildlife habitat, reduced stream temperatures due to increased shade, and increased carbon sequestration. To maximize these multiple benefits, plantings along river and stream corridors will be prioritized over the next five years. ~~((In addition to))~~ In order to facilitate collaborat((ing))tion on tree planting, by 2020, King County will ~~((also--))~~ work with multiple partners to develop a detailed 30-year plan for maximizing the percent of tree cover in both urban and rural King County while accommodating population and economic growth and meeting goals and needs for local agriculture and food production, wildfire prevention, and working forests. The plan will include methods to track progress, map locations for tree planting, monitor tree survival, achieve multiple benefits, and coordinate extensive public outreach and engagement on the initiative.

Section 2: Preparing for Climate Change Impacts

The SCAP notes that while GHG emissions must be reduced to avoid the worst impacts of climate change, impacts are projected even if global and local GHG emissions are drastically cut. The 2015 SCAP includes a section discussing how King County is preparing for the impacts of climate change.

What's new in the 2015 SCAP?

The 2015 SCAP provides more background on the impact of climate change in King County and King County operations and expands the discussion of the disproportionate impact climate change will have on some communities.

The 2015 SCAP outlines specific climate change impacts, ongoing responses, and priority actions and long-term direction for twelve focus areas. The 2015 SCAP includes many more specific actions than identified in 2012. Some of the new strategies and actions include:

- Assessing in partnership with the University of Washington climate change impacts on local rainfall patterns.
- Assessing climate impacts on population growth rates.
- Updating landslide hazard mapping along major river corridors and on Vashon Island.
- Preparing a comprehensive strategy to reduce risks to Puget Sound shoreline homes and businesses at increasing risk of flooding and coastal erosion due to sea level rise.
- Seeking grant funding to assess climate change impacts on salmon recovery plans.
- Seeking new funding to implement a comprehensive public health and climate change program.
- Working to ensure minimum river flows for fish and agriculture during low flow seasons.
- Working regionally to prepare for climate change impacts. The executive is recommending an additional staff position to focus on regional coordination of climate change impacts.

Progress on meeting current targets

There are no measures or targets in this area. The 2012 SCAP reported a target for the number of homes at risk for flooding would be set by the King County Flood Control District Board of Supervisors. In preparing the 2015 SCAP, Executive staff concluded that such a target was too narrow and instead intend to report back on the status of all of the actions identified in the SCAP.

Issues for Committee Consideration

Water supply concerns: The 2015 SCAP includes very few references to water supply issues. Although King County is not the regional purveyor of fresh water to the region, the county has certain duties and responsibilities with respect to water quality and water supply planning. Among these critical roles:

- Concurrency planning as required by the state's Growth Management Act (RCW 36.70A.070).
- Approval of water supply plans submitted by utility franchises (specifically RCW 57.16.010(6); also RCW 36.70, RCW 90.54 and RCW 57.02).
- Groundwater and aquifer protection duties (RCW 36.36).

- Lake management responsibilities (RCW 36.61).
- Determination of adequate in-stream flows as a partner in the Tri-County Endangered Species Act compliance process.

The most recent regional water supply outlook, “The Regional Water Supply Outlook,” was developed by the Central Puget Sound Water Suppliers’ Forum, made up of major water purveyors from King, Pierce and Snohomish County. The report was originally developed in 1999 and has been updated several times. The 2012 update reports “the outlook is very good” for water supply for the next 50 years.

According to staff at Seattle Public Utilities (SPU) and the Central Puget Sound Water Supplier’s Forum, climate and precipitation modeling have significantly improved since 2012. SPU is currently revising its supply projections based on new methodologies and climate models. According to a recent article³⁴ about these efforts, preliminary results indicate that climate is much more of a threat to Seattle’s water supply than originally projected. The article highlights a problem with the region’s water-supply system in the face of climate change: a lack of any place to store water for more than a year. According to the article, “even California’s four year long drought was ameliorated somewhat by that state’s ability to carry over water supplies from year to year. But in Seattle and most other places in the Northwest, we count on snow falling on the mountains to slowly melt through the spring and summer as we empty reservoirs that are to be replenished by the next winter’s rain and snow.”

SPU is planning to brief the Seattle City Council on its preliminary findings sometime in 2016.

To learn more about how regional climate change will impact local water supplies, the Committee may wish to:

- Invite the Central Puget Sound Regional Water Supply Forum to brief the committee on the work happening and plans underway to prepare for the impacts of climate change on water supply.
- Invite Seattle Public Utilities to brief the committee on the research it is doing to analyze how climate change impacts could affect water supply.
- Add briefings to explore potential county roles in supporting regional enhancements to the water supply system, such as water reuse opportunities from the highly treated effluent from three wastewater treatment plants (Regional Wastewater Services Plan and RCW 90.46.120) as part of future committee work plans.
- Request the Executive revise the SCAP to include as a priority action to report back how potential changes in water supply projections will affect the way King County implements its responsibilities under the Growth Management Act.

³⁴ September 9, 2015 Investigate West

Amendment 1 adds the following new priority action to Section Two of the SCAP:

Water Supply: Review research by the Water Supply Forum, Seattle Public Utilities, and other water suppliers, and universities on how regional climate change impacts will impact local water supply., King County will use this information to report to the Council by June 2017 on how new information on local water supply will impact how King County implements its responsibilities under the Growth Management Act, such as its review of Water Comprehensive Plans. The report to Council will address how recycled water can be used to address water supply concerns.

Fiscal Impacts of New SCAP Initiatives

Most of the strategies and actions within the SCAP will occur using existing resources. This section identifies the new initiatives contained in the SCAP that may require additional resources to implement. The cost information for many of these initiatives is not yet available.

SCAP Action	Investment needed by 2020	Estimated cost
Support SCAP programs in the areas of Climate Outreach and Communications, Energy Partnerships, and Climate Preparedness	Add three climate-related FTEs	\$450,000 annually including salary, taxes and benefits.
142 million annual boardings on Metro Transit	Provide an est. 254,400 additional annual transit service hours over what is budgeted for 2016	To be determined in Metro's Long Range Plan in 2016
Propose strong green building codes where King County has jurisdiction	Hire a TLT for 2 years	\$272,000
Develop pre-approved code packages	Same as above	
Research and Develop Green Leasing Recommendations		To be determined in 2017-2018 budget proposal
Develop net zero energy and Living Building challenge projects	Make progress on at least ten County net zero energy and Living Building challenge construction projects	More research needed to quantify costs
Assess climate impacts on rainfall patterns	Grant funded climate modeling. Amount of grant funds under negotiation.	\$434,669
Update stormwater design requirements	Use results of rainfall patterns study to update Stormwater Design Manual	Not yet known
Assess increased flood sizes and frequencies	Study on changing precipitation patterns and flooding	\$600,000

SCAP Action	Investment needed by 2020	Estimated cost
Preserve County road safety and maintenance	Redesign and replace roads and bridges to respond to larger storms and heightened flood risks	Not yet known
Conduct hazard mapping	Update landslide mapping throughout King County. (Updates to mapping along major river corridors and on Vashon Island already underway)	To be determined in 2016 following the completion of two current mapping efforts
Adapt salmon recovery programs to climate change impacts	Seek grant funding to assess climate impacts on salmon	Not yet known
Expand and fund public health preparedness and responses	New funding needed to implement a comprehensive public health and climate change program	To be determined by March 2016 after survey and analyses of input from internal and external partners

Issues for Committee Consideration

FTE recommendations in SCAP: The SCAP includes recommendations for an additional 3 FTEs and 2 TLTS. The transmittal letter notes the Executive is seeking Council concurrence on the FTE request. The transmittal letter notes that, “Depending on the Council’s recommendations on the 2015 SCAP Update, I will seek to support these bodies of work through reprioritization of existing work and resources in the 2015-2016 budgets. Upon adoption, the 2015 SCAP update will serve as guidance for the 2017-2018 budgets.”

FTE recommendations are generally not included in strategic plans. The budget process is the most appropriate legislative vehicle for discussion of FTE requests because the budget process allows the Council to consider staffing requests in the context of larger budget priorities. Amendment 1 clarifies that FTE consideration occurs through the budget process. The following language is added to Motion 2015-0252 by Amendment 1.

Implementation of the SCAP may lead to the need for additional resources. However, any additional FTE/TLT requests are subject to approval through the county budget process.

AMENDMENT

At the direction of the Committee members, staff prepared an amendment to reflect the following changes in the SCAP report and/or Motion 2015-0252. As this staff report was printed, Executive staff are working to make changes to the SCAP requested by Amendment 1. The revised SCAP is anticipated to be Attachment A to Amendment 1. Attachment A, the revised SCAP, will be distributed prior to the Committee meeting.

The table below summarizes the changes made by Amendment 1.

Effects of Amendment

SCAP REVISIONS	Staff Report Discussion Page
Adds additional ESJ language to SCAP report	7
Adds background and a priority action for the K4C to pursue partnerships with the private sector	5
Adds food-water-energy nexus background in Costs of Inaction section.	11
Amends the targets for residential green building standards	20
Clarify green building strategy will be consistent with Green Building Ordinance	22
Clarify green building rating systems for county owned-capital projects	23
Adds priority action to report on changes in state or federal law or pending ballot initiatives related to regulating GHG emissions and effects on Cedar Hills	26
Amends strategy and target to permanently preserve remaining high priority lands to be consistent with the Comprehensive Plan	30
Clarifies planning effort for native tree planting target and priority action.	31
Adds consideration of food-water-energy nexus in expanding local food economy priority action.	11
Adds priority action to research and assess the regional climate change impacts and risks related to the food-water-energy dynamic	11
Adds a priority action to review research on how regional climate change impacts will impact local water supply, including consideration of recycled water	34
Correct various charts in Appendix D	23
Changes to the Moton	
Adds to the motion that annual K4C work plans and budgets are requested be transmitted to the Council for acceptance by motion, and the 2016 work plan is requested include an update to the K4C ILA	5
Adds to the motion that FTE/TLT requests are subject to approval through the County budget process	35

As of the writing of this staff report Council staff received the following two additional requests for amendments. These additional amendments are not attached to this staff report because they can not be drafted until the revisions to the SCAP are completed

allowing for page number references in proposed amendments. However, the amendments are described below in the staff report.

- Councilmember Lambert is proposing an amendment to Amendment 1, which would remove the numeric target for native tree plantings in Measure 2, Target 2 and the associated priority action in Goal Area 5. As noted on pages 28-31 of the staff report, Target 2 calls for planting one million new native trees by 2020.
- Councilmember Lambert is also proposing an amendment to Amendment 1, which would clarify that the ReTree King County 30-year planting plan will also evaluate the types of trees to be planted and potential allergy impacts.
- Councilmember Lambert is also proposing an Amendment to Amendment 1, which would require that landfill gas emissions calculation methods that are used by landfill managers in Europe be among those considered, as the Division undertakes a third-party evaluation of its landfill gas emissions calculation methodology as required by Ordinance 17971. This topic is discussed on page 23 of the staff report.

ATTACHMENTS

1. Proposed Motion 2015-0252 (and its attachments)
2. Amendment 1 (Attachment A will be distributed prior to Committee)
3. Transmittal Letter

INVITED

- Megan Smith, Environmental Policy Advisor, Office of the Executive

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KING COUNTY

ATTACHMENT 1

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 16, 2015

Motion

Proposed No. 2015-0252.1

Sponsors Phillips

1 A MOTION adopting the 2015 King County Strategic
2 Climate Action Plan, submitted in compliance with K.C.C.
3 18.25.010.A.4.

4 WHEREAS, K.C.C. 18.25.010.A.4. requires the King County executive to
5 transmit to the council a plan by June 29, 2015 updating the King County Strategic
6 Climate Action Plan, and

7 WHEREAS, with this motion, the executive has transmitted to the council as
8 Attachment A to this motion the updated plan called for in K.C.C. 18.25.010.A.4., and

9 WHEREAS, confronting climate change through effective strategies to reduce
10 greenhouse gas emissions and prepare for the impacts of a changing climate requires an
11 integrated countywide effort involving public, private and non-governmental
12 partnerships, and

13 WHEREAS, the 2015 King County Strategic Climate Action Plan presents a bold
14 course of action that will make progress toward achieving the countywide goal to reduce
15 greenhouse gas emissions by eighty percent by 2050, and

16 WHEREAS, the 2015 King County Strategic Climate Action Plan identifies the
17 county's top sources of greenhouse gas emissions and quantifies the greenhouse gas
18 emissions reduction benefits of key strategies, and

19 WHEREAS, King County will continue to play a key role in the King County-
20 Cities Climate Collaboration, whose members represent seventy-five percent of the
21 population of the county, and which lays out a shared countywide vision for confronting
22 climate change upon which the 2015 King County Strategic Climate Action Plan is built,
23 and

24 WHEREAS, the 2015 King County Strategic Climate Action Plan strengthens the
25 county's strategy to prepare for the impacts of a changing climate on local communities,
26 infrastructure, economy, public health and safety, and the natural environment, and

27 WHEREAS, the 2015 King County Strategic Climate Action Plan advances King
28 County's guiding principle of promoting fairness and opportunity and eliminating
29 inequities by considering the equity and social justice impacts in its decision-making on
30 climate change strategies, and

31 WHEREAS, the 2015 King County Strategic Climate Action Plan recognizes that
32 the burdens and benefits of climate change will affect King County's current and future
33 residents in disparate ways, with the potential to disproportionately affect some
34 populations, such as those who are low-income, have limited English proficiency or
35 reside in certain geographic areas, and

36 WHEREAS, with this motion, the executive has transmitted to the council, as part
37 of the 2015 Strategic Climate Action Plan, the annual report on the county's major
38 environmental sustainability programs as called for in K.C.C. 18.50.010, and

39 WHEREAS, Appendix B of the 2015 Strategic Climate Action Plan responds to
40 Motion 14349, passed May 4, 2015, which requested that the executive consider specific

41 climate action activities and policies for inclusion in the 2015 Strategic Climate Action
42 Plan, and

43 WHEREAS, the 2015 King County Strategic Climate Action Plan directly reflects
44 the recommendations of a 2014 Performance Audit conducted by the King County
45 auditor's office;

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

47 The 2015 King County Strategic Climate Action Plan, which is submitted as

Motion

48 Attachment A to this motion and prepared in compliance with K.C.C 18.25.010.A.4., is
49 hereby adopted.
50

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Strategic Climate Action Plan June 2015



strategic

CLIMATE ACTION PLAN



June 2015



King County

strategic CLIMATE ACTION PLAN ▶



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For more information:

www.kingcounty.gov/climate
climatechange@kingcounty.gov

Alternative formats available

206-477-4700 TTY Relay: 711



1504_4674_StrategicClimateActionPLAN.indd skrau
 Produced by: KCIT DNRP GIS, Visual Communications and Web Unit

EXECUTIVE SUMMARY

Overview

Climate change is one of the paramount environmental and economic challenges for our generation. The 2015 Strategic Climate Action Plan (SCAP) is a comprehensive update to the 2012 SCAP. The SCAP is King County's blueprint for climate action, and provides "one-stop-shopping" for county decision-makers, employees, and the general public to learn about the County's climate change commitments.

The 2015 SCAP charts a clear pathway to achieve a clean energy future, where the region's local governments, businesses and communities are working together towards an equitable, sustainable and thriving King County for all who live, work and play here. The SCAP builds on technical assessments of what actions and commitments, when taken together, ensure that climate targets are met. Through the integrated strategy presented in the 2015 SCAP, King County identifies priority actions that will lead to significant progress in achieving regional GHG reduction targets and conveys opportunities to act on climate solutions that achieve additional social, economic and environmental benefits for King County residents.

Climate Change Impacts

King County is already experiencing the impacts of a changing climate: warming temperatures, acidifying marine waters, rising seas, increasing flooding risk, decreasing mountain snowpack, and less water in the summer. Climate change will have long-term consequences for the economy, the environment, and public health and safety in King County. Impacts of a changing climate will be experienced differently by King County residents, influenced by factors such as income, age, health, and where they live. However, by working collaboratively to develop and implement strategies to prevent, respond to, and prepare for climate change, King County has many opportunities to address broader inequities.

GHG Emissions in King County

In King County, the top two sources of greenhouse gas (GHG) emissions are (1) from fossil fuels used for transportation, and (2) from energy used to heat, cool, and power our homes and buildings. An additional significant source of GHG emissions is local consumption of goods and services, including the energy needed to produce, transport, use, and dispose of goods and services supporting county residents and businesses. The largest local sources of GHG emissions frame the five GHG emissions reduction goal areas of the SCAP.

Although the GHG emissions from the operations of King County government are a relatively small part of the communitywide and global picture, the County is committed to reducing its operational GHG footprint to model best practices and demonstrate that climate solutions have broader environmental, economic and health benefits.

GHG Emissions Reduction Targets

King County is committed to countywide GHG emissions reduction targets adopted as Countywide Planning Policies by the King County Growth Management Planning Council in 2014, to "reduce countywide sources of GHG emissions, compared to a 2007 baseline, by 25 percent by 2020, 50 percent by 2030, and 80 percent by 2050." Internally, King County has committed to reducing GHG emissions from its operations, compared to a 2007 baseline, by at least 15 percent by 2015, 25 percent by 2020, and 50 percent by 2030. The County has further committed to achieving net carbon neutrality for the Department of Natural Resources and Parks

EXECUTIVE SUMMARY

by 2017, with the Wastewater Treatment Division and the Solid Waste Division each independently achieving carbon-neutral operations by 2025. The 2015 SCAP outlines the results of technical analysis that established specific, quantifiable pathways to achieving the overarching GHG emissions reduction targets at both the countywide and government operations scales.

2015 SCAP Commitments

In addition to establishing targets and performance measures to track and assess the County's progress, the 2015 SCAP details more than 70 Priority Actions that King County will carry out between now and 2020. These actions cover diverse strategies including transit, renewable energy, green building, recycling and preparing for local climate impacts, such as increasing flood risks and extreme weather. Actions to reduce GHG emissions and prepare for climate impacts are embedded and integrated into the operations, services, and capital plans of all County agencies.

As detailed in the 2015 SCAP, King County continues to make progress towards diverse commitments outlined in the 2012 plan, including to:

- Double transit ridership by 2040.
- Reduce energy use in County buildings and facilities by 15 percent by 2015 (with new targets set in the 2015 SCAP).
- Achieve a 70 percent recycling rate in the King County solid waste service area by 2020.

Additionally, the 2015 SCAP commits King County to ambitious new actions and targets that will help the region meet countywide GHG emissions reduction targets and adequately prepare for the impacts of climate change, including to:

- Partner with utilities and others to phase out coal-fired electricity by 2025 and support development of increasing amounts of renewable energy resources.
- Use 100 percent GHG-neutral electricity in government operations by 2025.
- Update and implement green development codes by the end of 2017 for unincorporated King County.
- Permanently conserve remaining high-priority farm, forest, and other open spaces throughout King County within 30 years.
- Plant at least one million trees in King County by 2020 in cooperation with public and private partners.

The 2015 SCAP builds on the 2012 SCAP, but goes further by:

- Engaging stakeholders through partnerships such as the King County-Cities Climate Collaboration, as well as outreach and engagement specifically focused on shaping the 2015 SCAP.
- Quantifying GHG emission reduction strategies.
- Piloting a model for assessing the cost effectiveness of select SCAP GHG emissions reduction strategies.
- Defining how equity and social justice tools will be used as part of King County's climate commitments.
- Taking critical steps to plan for and coordinate regionally on climate change impacts on wastewater, stormwater, emergency management, public health, roads, flood risk reduction, and salmon recovery.

The 2015 SCAP also provides an update on the County's progress on implementing the 2012 SCAP through 2014 and serves as the County's annual environmental report.

INTRODUCTION

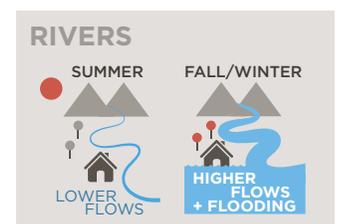
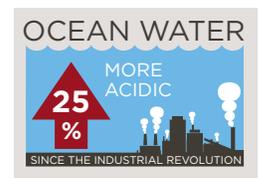
CLIMATE CHANGE IN KING COUNTY

Across the globe, there is overwhelming evidence that increases in carbon dioxide and other GHGs in the atmosphere are causing the climate to change. The year 2014 was the warmest on record since 1880, and the ten warmest years on record have occurred since 2000. Climate change is causing more heat waves, more extreme weather events, sea levels to rise, glaciers to disappear, the ocean to acidify, species to go extinct or change their range, and rainfall and storm patterns to change in major ways. These changes translate into economic, public health and safety, national security and environmental impacts that affect people and communities in diverse ways.

Combatting climate change is the paramount challenge of this generation and has far-reaching and fundamental consequences for King County's economy, environment, and public health and safety.

King County is [already experiencing the impacts of climate change](#): warming temperatures, acidifying marine waters, rising seas, increasing flooding risk, decreasing mountain snowpack, and less water in the summer. For example:

- **Mountains:** In the Cascade Mountain Range snowpack has decreased 25 percent from the 1950s to the 2000s, with significant implications for water supplies and recreation.
- **Oceans:** Puget Sound has risen more than eight inches over the last century, and the rate of rise has increased in recent years. Across the globe and in the Puget Sound, marine waters are becoming more acidic, with potentially severe impacts to ocean ecosystems.
- **Rivers:** In 2012, more than 80 percent of surveyed streams and rivers in King County exceeded the state temperature standard for protection of salmon habitat. Over the last 40 years, all major rivers in King County have shown more flow and increased flooding risk during the fall and significantly less water in rivers during summer.



Climate change will have long-term consequences for the economy, the environment, and public health and safety in King County. Impacts of a changing climate will be experienced differently by King County residents, influenced by factors such as income, age, health, and where they live. Climate change will also affect resource-based economies like agriculture and forestry through changes in precipitation, water supplies, and pests, and will affect biodiversity of plants and animals as habitat conditions change.

The County is tracking human health and economic impact indicators that are showing increasing frequency of natural disasters, decreasing salmon populations, increasing incidence of forest fires, and more heat-related impacts to human health. These observed changes are consistent with the projected local impacts of climate change made by the University of Washington Climate Impacts Group and other leading scientists.

INTRODUCTION

GREENHOUSE GAS EMISSIONS IN KING COUNTY

Community Sources

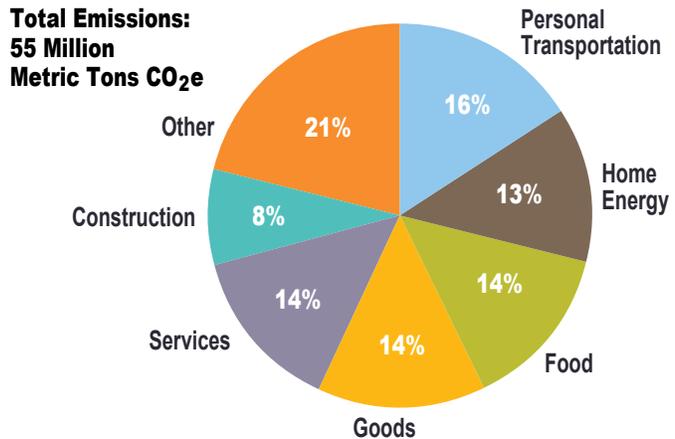
In 2012, King County published the findings from a comprehensive assessment of local sources of GHG emissions. The study, [Greenhouse Gas Emissions in King County](#), was conducted in partnership with the Puget Sound Clean Air Agency, the City of Seattle, and the U.S. Department of Energy. It quantified all sources of GHG emissions within the county's geographic borders. It also estimated emissions associated with local consumption of food, goods, and services regardless of where these commodities were produced.

This Consumption-Based Inventory accounted for GHG emissions associated with local activities, such as driving or heating a home, as well as local consumption, such as the emissions associated with producing, transporting and consuming food grown outside the region but eaten locally. King County's Consumption-Based Inventory is the most complete assessment of communitywide GHG to date.

Government Operations Sources

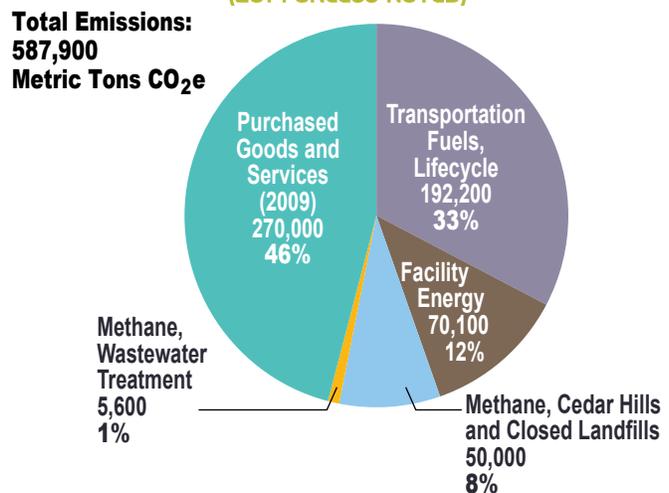
Major sources of GHG emissions from King County government operations include those from the combustion of diesel and gasoline fuel by transit buses and fleet vehicles, methane from landfills, electricity used in buildings and for wastewater treatment, and the production, use, and disposal of government-purchased goods and services associated with capital and operational practices.

COMMUNITY CONSUMPTION BASED - GHG EMISSIONS



From *Greenhouse Gas Emissions in King County, 2012*.

COUNTY OPERATIONS - GHG EMISSIONS (2014 UNLESS NOTED)



From *Greenhouse Gas Emissions in King County, 2012*. GHG emissions from King County government operations are roughly one percent of the community consumption based emissions total.

INTRODUCTION

The major sources of GHG emissions at the communitywide scale and from government operations align with the 2015 Strategic Climate Action Plan (SCAP) goal areas as outlined below.

Goal Area 1: Transportation and Land Use

- Personal Transportation (Countywide)
- Fossil Fuels Used in Vehicles (County Operations)

Goal Area 2: Buildings and Facilities Energy

- Home Energy and Construction (Countywide)
- Fossil Fuels Used in Facilities and Infrastructure (County Operations)

Goal Area 3: Green Building

- Home Energy and Construction (Countywide)
- Fossil Fuels Used in Facilities and Infrastructure (County Operations)

Goal Area 4: Consumption and Materials Management

- Goods and Services (Countywide)
- Purchasing, Methane from Landfills and Wastewater Facilities (County Operations)

Goal Area 5: Forests and Agriculture

- Food (Countywide)
- Forest Carbon Storage (GHG offset) (Countywide, County Operations)

ABOUT THE PLAN

Authority and Policy Guidance

Climate action, both to reduce GHG emissions and prepare for the impacts of climate change, is a long-standing and central priority for King County, as reflected in the County's overall [Strategic Plan](#), [Comprehensive Plan](#), and 2010 Energy Plan. King County's 2012 Strategic Climate Action Plan (SCAP) was developed through close collaboration between the Executive and Council and was unanimously adopted by the Council in December 2012. A companion Ordinance 17270 called for the SCAP to be updated by June 29, 2015, to be integrated with the Energy Plan, and to build on additional community engagement.

In January 2013, recognizing that the region was not on track to achieve significant reductions in GHG emissions, the King County Executive outlined additional [climate priorities](#) building on and implementing the 2012 SCAP, with a focus on collaborating with cities to develop a shared climate target and action commitments.

INTRODUCTION

Audit of the 2012 SCAP

In 2014, the King County Auditor's Office (KCAO) completed a Performance Audit of the 2012 SCAP. The KCAO found that King County is a national leader in responding to climate change and made four key findings to further build on this leadership. These actions have been acted on through the 2015 SCAP. However, it will take continuing work beyond the 2015 SCAP to follow through on recommendations to better engage the King County community, quantify the GHG emissions reduction benefits of County climate commitments, and conduct and use cost-benefit and cost-effectiveness analyses to inform the County's climate work.



Key findings of the KCAO's 2014 audit included:

- The County Executive should ensure that the SCAP update and its subsequent implementation and monitoring are informed by input from a broad representation of community stakeholders in King County.
- The 2015 SCAP should establish explicit, and whenever possible, quantifiable connections between the overarching climate goals and specific strategies and actions.
- The County Executive should ensure that: (a) the 2015 SCAP incorporates verifiable economic analysis of the cost-effectiveness of current and potential actions to reach SCAP targets, and (b) subsequent SCAP annual reports provide explicit information about progress toward the overarching climate targets and goals.
- The County Executive should ensure there is an effective management structure in place to produce the 2015 SCAP and should ensure this project team has sufficient resources and support, to the extent possible, to complete the update.

Approach for the 2015 SCAP

Consistent with Council direction and audit findings and building on King County's commitment to equity and social justice and accountability, the 2015 SCAP is:

- **Collaborative.** This update reflects a year-long collaborative effort with cities to develop a shared GHG reduction target and map out specific pathways and actions to meet that target given the sources of GHG emissions in King County. The plan also includes additional recommendations for working at the community scale to catalyze community efforts to improve energy efficiency and produce renewable energy.
- **Strategic.** It is informed by technical assessments of what is needed to achieve community-scale GHG reduction goals and reflects assessment of where the County can have the most impact in reducing emissions, both through its own operations and at the community scale.
- **Integrated.** It brings together climate change actions from every area of King County government and is aligned with the King County Strategic Plan, which sets the long-term goals and priorities for King County, as well as with other key guiding plans and policies. Goals, Targets, Strategies, and Priority Actions were developed by cross-department teams for each goal area. The Climate Leadership Team, with representatives of multiple departments, the Executive Office, and Budget Office, reviewed recommendations and addressed policy issues. Appendix A provides an overview of how the 2015 SCAP goal areas align with other King County plans and policies.

INTRODUCTION

- **Accountable.** The plan defines performance measures and targets and identifies accountable agencies and groups for each goal area.
- **Performance-based.** Progress has been monitored and published in the **Annual Report of King County's Climate Change, Energy, Green Building and Environmental Purchasing Programs**. Progress to date is presented in this plan and was used to inform this update. Additional work is recommended to further quantify the GHG emissions reduction benefits of County climate commitments and to conduct and use cost-benefit and cost-effectiveness analyses to inform the County's climate work.
- **Reflects County Priorities for Equity and Social Justice.** This update includes a focus on identifying disproportionate impacts of climate change, making recommendations for additional collaboration with diverse communities to identify local impacts and develop local solutions. The plan also highlights co-benefits of climate actions for health, safety, mobility, and economic outcomes.

King County Council Motion 14349 – 2015 SCAP Suggestions

The King County Council provided further guidance on the 2015 SCAP through Motion 14349, which was adopted in May 2015 and requested the plan:

- Include a goal and proposed timeline for eliminating coal power from the County's operational energy portfolio.
- Consider and provide an explanation for how climate-related activities and policies suggested in the motion have been modified and reflected in the plan or why they have not been included.
- Identify the five largest sources of GHG emissions within King County and specify objectives, strategies, and priority actions to reduce emissions from these sources.

In response to Council Motion 14349, **Goal Area 2: Buildings and Facilities Energy** outlines a set of ambitious renewable energy targets, including a proposed timeline to transition to GHG neutral electricity for government operations by 2025. **Appendix B** outlines how activities and suggestions in Motion 14349 are addressed in the 2015 SCAP. The introductory section **GHG Emissions in King County** identifies the five largest sources of GHG emissions in King County and outlines how they are addressed through the five GHG emission reduction goal areas of the SCAP.

INTRODUCTION

HOW TO READ THIS PLAN

The 2015 King County Strategic Climate Action Plan (SCAP) synthesizes and focuses King County government's most critical goals, strategies and actions to reduce GHG emissions and prepare for the impacts of climate change. The 2015 SCAP builds on and updates the [2012 SCAP](#) and provides one document for County decision-makers, employees, city and business partners, and county residents to learn about the county's climate change commitments. The Action Plan is organized into two major sections: **Section 1: Reducing Greenhouse Gas Emissions** and **Section 2: Preparing for Climate Change Impacts**.

The Action Plan

SECTION ONE: Reducing Greenhouse Gas Emissions

The Action Plan begins with an overview of the County's climate-related **Outreach and Engagement**, and how the public, stakeholders and partners informed the 2015 SCAP and how King County will continue to involve them in the development and implementation of its climate strategies.

Section One begins with an overview and update on progress towards King County's overarching **Greenhouse Gas Emissions Reduction Targets** at the countywide and government operations scales. This section includes a subsection, **Achieving GHG Emissions Targets**, which summarizes technical analysis done in support of the 2015 SCAP, about what it will take to achieve countywide and government operations targets. The section concludes by outlining GHG emissions Measurement and Reporting commitments.

Following information about the County's overarching GHG emissions reduction targets is the **Pilot Cost Effectiveness Assessment** section, which outlines the relative costs and GHG emissions reduction benefits of a selection of 2015 SCAP actions.

The plan then outlines details of the 2015 SCAP's five goal areas that reduce GHG emissions:

- ▶ **Goal Area 1:** Transportation and Land Use
- ▶ **Goal Area 2:** Buildings and Facilities Energy
- ▶ **Goal Area 3:** Green Building
- ▶ **Goal Area 4:** Consumption and Materials Management
- ▶ **Goal Area 5:** Forests and Agriculture

Within each of these five goal areas, actions are grouped according to:

- **County Services.** How King County will deliver services that support the reduction of countywide GHG emissions. Examples include public transportation, forest stewardship, and solid waste services.
- **County Operations.** How King County government will minimize the environmental footprint of its operations. Examples include increasing the efficiency of the County's fleets and facilities.

INTRODUCTION

Each Goal Area follows a consistent format:

- **Key Takeaways:** A summary of the most important information for the goal area.
- **Introduction:** Background and context.
- **Current Actions and Programs:** Highlights of recent work.
- **Goals, Strategies, Measures, Targets:** Listed for County Services and County Operations in the following format:
 - **King County-Cities Climate Collaboration Pathways (K4C)** - Pathways that detail what it will take to get on track to countywide GHG emissions reduction targets.
 - **Goal** - a high-level statement of outcomes King County will strive to achieve in support of the K4C pathways.
 - **Category** – a grouping of strategies with shared characteristics.
 - **Strategy** - a method to help achieve the overall goal.
 - **Measure** - data that shows progress in support of SCAP goals.
 - **Target** - the desired level of performance for a measure.
 - **Status** – recent progress and current status of for each performance measure and target.
 - **GHG Emissions Reduction** – current or projected GHG emissions benefits of relevant targets.
- **Priority Actions:** Key climate actions that King County agencies will take through 2020.
- **Accountable Agencies:** King County agencies responsible for implementation.

Section Two: Preparing for Climate Change Impacts

Section Two is similarly organized, but includes more program-specific information. Section Two includes:

- **Key Takeaways:** A summary of the most important information.
- **Introduction:** Background and context, including an overview of the climate change impacts in King County.
- **Overview of Climate Change Impacts**
- **Goals and Strategies:** for County Services and County Operations.
- **Program-Specific Impacts, Ongoing Responses, Priority Actions and Long Term Direction** for 12 focus areas focused on the **Built Environment and Planning and Regional Services**
- **Summary of Priority Actions:** a compilation of the priority actions to be accomplished by 2020.

INTRODUCTION

Throughout the document, these icons are repeated and indicate the following:



County Services. How King County will deliver services that support the reduction of countywide GHG emissions.



County Operations. How King County government will minimize the environmental footprint of its operations.



Aligns with commitments made in collaboration with the King County-Cities Climate Collaboration (K4C).



Quantifies a greenhouse gas (GHG) emissions reduction. All quantities are expressed in metric tons of carbon dioxide equivalent (MTCO_{2e}). Driving a passenger car 25,000 miles results in about 10 MTCO_{2e}.



Responds to the King County Auditor's Office performance audit of the 2012 SCAP.



Advances with King County's commitment to equity and social justice.



Indicates partnership with local businesses.



Identifies commitments where there are pending or unmet resource implications.

the ACTION PLAN



OUTREACH AND ENGAGEMENT



Eco-charette participants show their support for green building design.

KEY TAKEAWAYS

- ▶ Combatting climate change requires an integrated, regional response that builds on the shared vision and leadership of the region’s public, private and civic sectors, as well as the participation of all King County residents.
- ▶ King County has begun to build effective partnerships for joint action on climate change, but needs to invest in internal organizational capacity to expand and deepen its external engagement.
- ▶ The burdens and benefits of climate change will affect King County’s current and future residents, communities, and businesses in different ways; equity and social justice are intrinsically linked to climate change, and climate solutions must reflect that dynamic.
- ▶ As a regional entity, King County is in a unique position to advance regional solutions to combatting climate change. The County commits to:
 - Create an inclusive, cross-sector (public, private, civic) approach to shared decision-making and leadership.
 - Establish forums for coordinated dialogue among County agencies to strengthen communications and share resources to implement climate strategies.
 - Integrate climate change considerations with the Equity and Social Justice Strategic Plan and build off that planning process to shape future engagement on climate.

INTRODUCTION

The challenges associated with preventing, responding to, and preparing for climate change demand an inclusive, integrated, communitywide response that goes far beyond what King County alone could accomplish. There are many organizations, governments and other stakeholders within the region already addressing working on climate action, from environmental education and activism, to carbon pricing and clean technologies, to research and regional preparedness. It is essential for the success of King County's climate change strategy for King County to cultivate the partnership of other governments, Tribes, businesses, philanthropic and community organizations, and King County residents through a collective regional climate vision, where decision-making, leadership and action are shared by all stakeholders. As described below, King County has focused on working with cities through the King County-Cities Climate Collaboration (K4C) and Sustainable Cities Roundtable to develop a shared climate goal and specific actions to achieve it, and share practical approaches for reducing GHG emissions. This work provides a model for broader engagement with the community.

Equity and Social Justice

Shared decision-making, leadership and action are especially important when considering the potential for climate change to have disproportionate impacts on different communities. Impacts of a changing climate will be experienced differently by King County residents, influenced by factors such as income, age, health, and where they live. For example, increased mortality from heat events has already been documented for the elderly, the very young, and those with existing health conditions like diabetes and respiratory disease. In some cases, lower cost housing is concentrated in flood hazard risk areas that potentially will see more severe and frequent flooding. At the same time, lower-income populations have limited capacity to adapt to conditions, such as increased frequency of heat events or flooding, through actions like flood proofing, home insulation, air conditioning, increasing tree canopy in lower income communities, or easily accessing a shady park or air conditioned community center. Limited English proficiency and cultural differences can also be a barrier to preparing for the impacts of a changing climate, which can be critical in times of disaster or extreme weather events. By working collaboratively to develop and implement strategies to prevent, respond to and prepare for climate change, King County has many opportunities to address broader inequities.

Internally, King County has taken the approach of integrating climate change considerations throughout its operations, from long-range planning to capital project management to community services. However, County agencies have varying levels of resources and expertise to carry out the types of internal and external communications, outreach and engagement for developing the necessary partnerships and stewarding a shared regional vision, including with respect to climate justice considerations. Establishing a dedicated position to serve as a central point of contact for coordinating climate communications, outreach and engagement among County agencies, including with the Office of Equity and Social Justice and collaborate with businesses and community organizations to develop climate solutions would strengthen the County's community engagement.

Policy Guidance for Enhancing Climate Outreach and Engagement

Both the King County Council and King County Auditor's Office have provided direction for King County to engage in collaborative solutions to climate change. The King County Strategic Plan calls for County agencies to "*promote robust public engagement that informs, involves, and empowers people and communities.*" The 2014 King County Auditor's Office



Performance Audit of the 2012 SCAP directed the Executive to “ensure that the SCAP update and its subsequent implementation and monitoring are informed by input from a broad representation of community stakeholders in King County.” The development of the 2015 SCAP has laid the groundwork for the County to pursue more inclusive, coordinated and sustained engagement, and moving forward, this approach will help the County advance regional solutions to combat climate change that are built on shared decision-making and action.

CURRENT COUNTY ACTIONS AND PROGRAMS

Engagement Since 2012

In implementing the 2012 SCAP over the last three years, King County has cultivated partnerships with public agencies and key influencers on climate solutions. These efforts, several of which are highlighted below, have advanced King County’s progress on its climate commitments, provided models for engagement with other stakeholders, and informed the County’s long-term vision for combatting climate change, including shaping the 2015 SCAP.



King County-Cities Climate Collaboration (K4C)

As of the summer of 2015, the King County-Cities Climate Collaboration (K4C) consists of King County and 13 cities, representing 75 percent of the county’s population. Working collaboratively at the elected official and staff levels, the K4C has established a shared regional vision for climate action, the *Joint Letter of Commitment: Climate Change Actions in King County* (K4C commitments). To date, ten of the 13 K4C cities have adopted these commitments. K4C members have also implemented a shared funding mechanism, scaled to member jurisdictions’ populations, with participating members determining how to use shared resources to support regional climate progress. The GHG emissions reduction pathways established by K4C frame each goal area of the 2015 SCAP. Many SCAP strategies and priority actions also mirror the K4C commitments.



Elected Officials from King County and many other cities gather after the June 2014 K4C Elected Officials Summit.

Regional Code Collaboration (RCC)

The Regional Code Collaboration (RCC), which evolved in 2012 from King County’s Green Building Task Force and Sustainable Cities Roundtables, is made up of representatives from 13 King County jurisdictions and five other jurisdictions in the greater Puget Sound region. This group has been working to create a common vision for local codes that promote environmental success and for best practices informed by rating systems such as Leadership in Energy and Environment Design (LEED), BuiltGreen, and The Living Building Challenge. All participating jurisdictions have or are considering adoption of some or all of the code initiatives. The Cities of Issaquah, Seattle, and Shoreline have been leaders in adopting the developed codes. The RCC’s guidance is reflected in **Goal Area 2: Buildings and Facilities Energy** and **Goal Area 3: Green Building**.

Safe Energy Leadership Alliance (SELA)

King County convened the Safe Energy Leadership Alliance (SELA) in 2014 to raise awareness of the health, safety, environmental, and economic impacts of proposed coal terminals in the Pacific Northwest and Canada, and the recent surge in transport of volatile Bakken Oil by rail and barge. As of the summer of 2015, SELA is a coalition of more than 160 local, tribal, and state elected leaders from across Washington, Oregon, Idaho, Montana, California, and British Columbia. SELA members have advocated for stronger federal oil car safety standards, testified for comprehensive oil transport safety legislation in Washington State, and pushed for thorough review of coal export terminal proposals on local economies, traffic, health, and tribal treaty rights.

Business Engagement

As demonstrated in the 2015 SCAP, King County has many opportunities to act directly on climate solutions, for example, by reducing the GHG emissions footprint of its own operations. However, the largest sources of GHG emissions in King County – transportation and energy use of the built environment – are affected by choices about how the region’s businesses power their buildings and facilities and how their employees commute to work, making the collaboration of businesses critically important to the success of King County’s climate strategies.



As such, King County been developing public-private partnerships to advance countywide climate solutions and support regional innovation in clean technologies. For example, as the title sponsor of the GoGreen Seattle Conference for the past three years, King County has helped grow this event, which in 2015 brought together more than 500 decision-makers from government and business to share knowledge and nurture cross-sector collaboration on regional issues, such as transportation, sustainability, and innovation.

King County is also partnering with the private sector on the development of new approaches, innovation and cutting-edge clean energy technologies. For example, in early 2015, King County launched a two-year pilot project to monitor facility energy use at five County-owned facilities. In a partnership with Microsoft and local contracting firm MacDonald-Miller, the County will test the same energy tracking system Microsoft uses to reduce energy consumption and GHG emissions in the Executive’s Office building, transit facilities, a solid waste transfer and recycling station, and at the Brightwater Education Center. King County’s business engagement has helped shape the goals, actions, and strategies found throughout all sections of the 2015 SCAP.



King County staff talk with public about long-range transportation planning.

Additional Climate-Related Engagement

There are many other forums where King County engages regularly with other jurisdictions, businesses, non-profit organizations, and King County residents. Participation in the following committees, commissions, and work groups has informed King County’s decision-making and progress on climate issues:



- Emergency Management Advisory Committee
- King County Transit Advisory Committee
- King County Service Guidelines Task Force
- King County Solid Waste Advisory Committee
- King County Rural Forest Commission
- Kitchen Cabinet (King County’s Local Food Initiative Citizens Committee)
- Metropolitan Solid Waste Management Advisory Committee
- Growth Management Planning Council
- Puget Sound Regional Council – Regional Preparedness Work Group
- University of Washington Climate Impacts Group

Engagement directly related to development of the 2015 SCAP

To support development of the 2015 SCAP, King County engaged a variety of audiences to a) gain insight into stakeholders’ perspectives and how they view King County’s role in combatting climate change; and b) increase awareness about how climate change will affect the region and what King County government is doing to prevent, reduce, avoid, and respond to the challenge. This learning has informed the 2015 SCAP, shaping the strategies of the goal areas and laying the groundwork for the County to build alliances for a collaborative regional climate response.



Using electronic and direct engagement tools and techniques, King County implemented a three-pronged approach to reach out to and learn from stakeholders and community members. A summary of activities and findings is presented below.

1. Subject Matter Expert Consultation

King County sought the guidance, input, and collaboration of subject matter experts to shape the 2015 SCAP goals, targets, and actions. King County strategized with sustainability staff from other jurisdictions and with local thought leaders from organizations such as Climate Solutions, University of Washington Climate Impacts Group, Puget Sound Energy, Seattle City Light, Puget Sound Clean Air Agency, Sightline, Sound Transit, Forterra, International Living Future Institute/Cascadia Green Building Council, Northwest Energy Efficiency Council, and Seattle 2030 District.

In April 2015, King County hosted two formal group discussions, one in Seattle and one in Redmond, with participation from people representing ten public agencies and six non-profit organizations. These groups explored broad concepts of the SCAP and provided feedback on strategies and priorities for the update.

2. Online Engagement

To interact with a broader audience, King County ran a “virtual town hall” in March and April 2015 using a tool called Mindmixer, which, unlike traditional surveys, allows participants to respond to questions, submit ideas, and interact with each other and King County staff.

There were 6,800 views of the questions over the five weeks the forum was open, with more than 100 responses and ideas submitted by participants and more than 80 interactions on those ideas.

King County used a variety of methods to disseminate and encourage participation in this online town hall, including Facebook ads that went out to both general audiences and targeted geographic areas of the county. The geographic-specific ads proved more effective, reaching 4,700 people to the general ad's 500. While not everyone who was reached by a Facebook ad participated in the Mindmixer forum, the ads themselves generated considerable conversations on social media.

3. Direct Engagement

King County reached out beyond traditional environmental audiences and carried out small group discussions and informal interviews in April 2015. Working with multicultural outreach staff at the Environmental Coalition of South Seattle (ECOSS), King County conducted five small group discussions in Spanish, Vietnamese, Chinese, and Somali, which involved more than 60 people. King County also met with a group of youth and conducted interviews with a handful of residents from rural unincorporated communities.



Findings and Observations

King County's online and direct public engagement methods yielded several preliminary findings about public understanding of climate change impacts, actions to address climate change, and ideas for future engagement.

Climate Change Understanding

- Participants without familiarity of the topic expressed difficulty grasping the concepts of climate change, but most expressed an understanding of the connection between their daily lives and impacts from air and/or water pollution.
- Participants were generally positive about wanting to understand and learn more about the topic.
- Participants brought up snow most frequently – in the context of reduced mountain snowpack and extreme snow events - when talking about connecting climate change to their daily lives.



Participants work on emergency management planning.

Climate Change Actions

- Participants described multiple levels of responsibility in confronting climate change, from individuals to businesses to government.
- The cost of inaction should be considered alongside the costs/cost effectiveness of climate solutions.
- King County was identified as having a unique role in convening and cultivating regional alliances.

Engagement and Communications

- Participants from all audiences acknowledged the difficulty in communicating and engaging on climate change and suggested working through more tangible topics that result in climate benefits may prove more effective (e.g. transit, economic development, housing).
- There are many climate-related activities and initiatives underway in the region. Participants suggested that King County’s engagement efforts could include King County employees, other jurisdictions and public sector actors, such as special districts, tribes, and state and federal agencies, as well as businesses, and philanthropic, civic and faith-based organizations.
- Participants suggested techniques, venues, and communications channels for interacting with them. Although there were some similarities, it was evident that effective engagement and education on climate change will require a more segmented, grassroots approach.



Goal: Building on engagement since the 2012 SCAP and directly related to the 2015 SCAP development, King County has developed a new climate change outreach and engagement goal:

- King County will cultivate an inclusive, shared regional vision for combatting climate change by working across County departments and through partnerships with other governments, Tribes, businesses, educational institutions, and philanthropic and community organizations.



To support progress towards this goal, three new priority actions are outlined:

✓ **Build cross-sector alliances.** Building off the success of models of regional collaboration like K4C and SELA, the County will deepen engagement with businesses, Tribes, educational institutions, and philanthropic and community organizations to develop climate solutions with co-benefits for public health, mobility, employment, and the economy. This will involve strengthening engagement with a broad representation of King County residents, including limited English proficiency populations and others who are most likely bear the negative impacts of a changing climate. The County should establish a dedicated position to support its climate related engagement, serving as a central point of contact coordinating climate communications, outreach and engagement among County agencies, collaborating on resources, and enhancing King County’s effectiveness overall in communicating on climate solutions.



- ✓ **Strengthen internal agency collaboration on communications and engagement.**
King County will establish regular dialogue across its departments' communications and outreach staff to better coordinate climate-related communications and engagement and to leverage resources.
- ✓ **Integrate climate change in the Equity and Social Justice Strategic Plan.**
The County will integrate climate change considerations into the Equity and Social Justice Strategic Plan and planning process, which will help drive engagement on climate change issues and shape future decision-making on climate strategies.



Accountable Agencies

King County has taken the approach of integrating climate change considerations throughout its operations, so all agencies carry out some degree of communications, outreach and engagement on climate change. The agencies listed below have existing community-facing programs and initiatives that help educate King County residents about climate change and/or will be responsible for implementing the 2015 SCAP priority actions related to climate outreach and engagement.

- [Department of Natural Resources and Parks](#)
 - [Solid Waste Division](#)
 - [Wastewater Treatment Division](#)
 - [Water and Land Resources Division](#)
 - [Parks and Recreation Division](#)
 - [Community Service Areas Program](#)
- [Department of Transportation](#)
 - [Metro Transit Division](#)
 - [Road Services Division](#)
 - [King County International Airport](#)
 - [Marine Division](#)
- [Department of Executive Services](#)
 - [Facilities Management Division](#)
 - [Office of Emergency Management](#)
- [Department of Permitting and Environmental Review](#)
- [Office of Equity and Social Justice](#)
- [Equity and Social Justice Inter-Branch Team](#)
- [Public Health – Seattle and King County](#)

SECTION ONE: Reducing Greenhouse Gas Emissions



Section One: REDUCING GREENHOUSE GAS EMISSIONS

GREENHOUSE GAS EMISSIONS REDUCTION TARGETS

King County's Commitments

In 2014, King County and 39 King County cities came together to develop shared, countywide GHG emissions reduction targets. In July 2014, targets were unanimously adopted by the King County Growth Management Planning Council (GMPC), a regional planning body that develops countywide policies to help guide local comprehensive plans throughout King County. The formal adoption of a shared, community scale GHG target by local governments is relatively unusual, and provides a strong foundation and guidepost for community-scale efforts to reduce GHG emissions.

The shared targets are near- and long-term, ambitious and achievable, and consistent with what climate science says needs to be done in order to avoid the worst impacts of climate change. The adopted targets are significantly more ambitious than Washington State's GHG emissions reduction requirements (RCW 47.01.440).

The 2015 SCAP reflects the GMPC's recommendation for a countywide target. Additionally, while King County government's contributions to communitywide and global GHG emissions are relatively small, the County is committed to reducing its operational GHG footprint, while demonstrating that climate solutions have broader environmental, economic and health benefits.

Countywide Target:

- Reduce countywide sources of greenhouse gas emissions, compared to a 2007 baseline, by 25 percent by 2020, 50 percent by 2030, and 80 percent by 2050. Assuming one percent annual population growth, these targets translate to per capita emissions of approximately 8.5 metric tons of carbon dioxide equivalent (MTCO₂e) by 2020, 5 MTCO₂e by 2030, and 1.5 MTCO₂e by 2050.

County Operations Targets:

- King County shall reduce total greenhouse gas emissions from government operations, compared to a 2007 baseline, by at least 15 percent by 2015, 25 percent by 2020, and 50 percent by 2030.
- King County's Department of Natural Resources and Parks, including the Wastewater Treatment Division, Solid Waste Division, Parks and Recreation Division, and Water and Land Resource Division, shall achieve net carbon neutrality for its operations by 2017.
- The Wastewater Treatment Division and Solid Waste Division shall each independently achieve carbon-neutral operations by 2025.

Progress to Date



Countywide Progress

King County's latest comprehensive assessment, [Greenhouse Gas Emissions in King County](#) (2012), documented a per person decline in core GHG emissions for the average King County resident, primarily because of declines in per person vehicle travel and building energy use. However, total GHG emissions in King County continued to increase, driven by population growth. While the trend in per capita emissions is moving in the right direction, the region is currently not on track to meet its long-term GHG emissions reduction targets.

County Operations Progress

King County has made significant progress in reducing GHG emissions from its buildings and facilities, reducing GHG emissions associated with operational energy use by 14 percent since 2007.

However, GHG emissions associated with operational vehicle use increased six percent between 2007 and 2014. This increase primarily resulted from: (1) decreased use of biodiesel in buses and trucks, which emits less GHG emissions than fossil fuel diesel, primarily to price differences, and (2) increased transit service and associated increased fuel use in Metro Transit buses – there was an eleven percent increase in transit ridership and a correlated but smaller increase in service between 2007 and 2014.

As documented in the **Goal Area 1: Transportation and Land Use**, when viewed at a community level, increasing transit service offsets the GHG emissions associated with transit operations by more than three times. These communitywide emissions reductions come by decreasing congestion, reducing car trips, and allowing more efficient land use.

Overall, total operational fossil fuel-related GHG emissions decreased 0.2 percent between 2007 and 2014. While it is unlikely that King County will achieve its near term 2015 GHG emissions reduction target, the next section on **Achieving GHG Emissions Reduction Targets** outlines what it will take to get the County on track by 2020.

Achieving GHG Emissions Reduction Targets

Countywide    

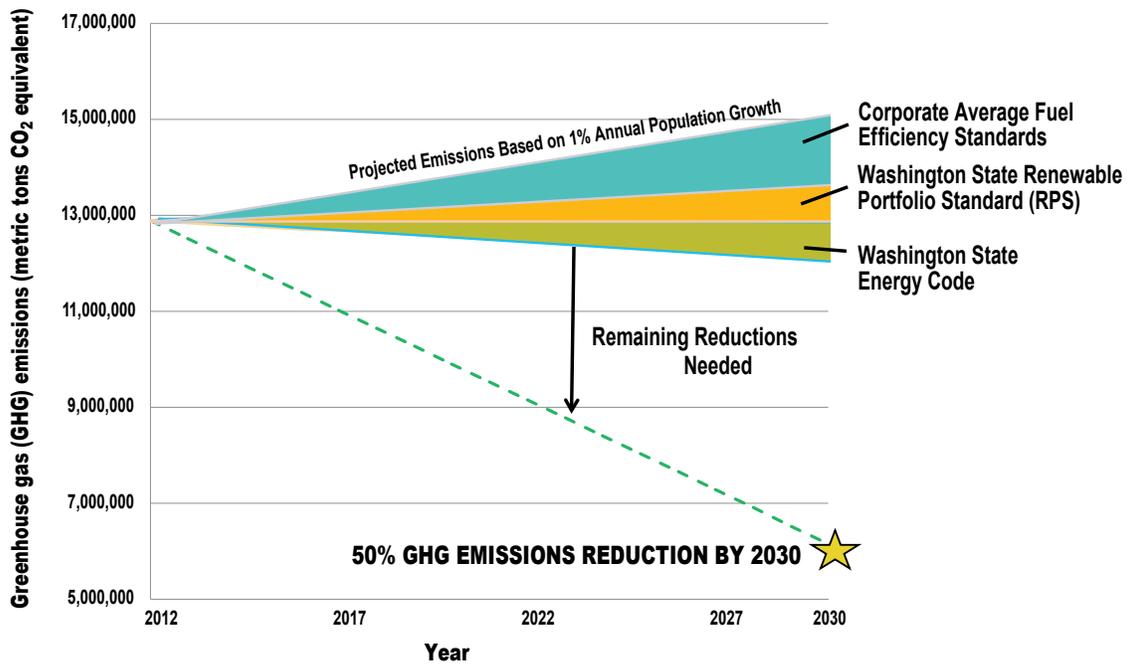
King County residents, businesses, and local governments are currently not on track to achieve the near- and long-term GHG emissions reduction targets adopted in 2014 by the Growth Management Planning Council.

However, analysis of changing policies and technologies by King County and K4C partners indicates that countywide targets are ambitious but achievable.

To understand what it would take to achieve adopted countywide GHG targets, King County and K4C partners collaborated with Climate Solutions' New Energy Cities Program in 2014 to establish specific, quantifiable pathways towards making a 50 percent reduction in GHG emissions by 2030, a key near-term milestone. This analysis began by assessing how existing major federal and state actions will contribute to local GHG emissions reductions over the next 15 years.

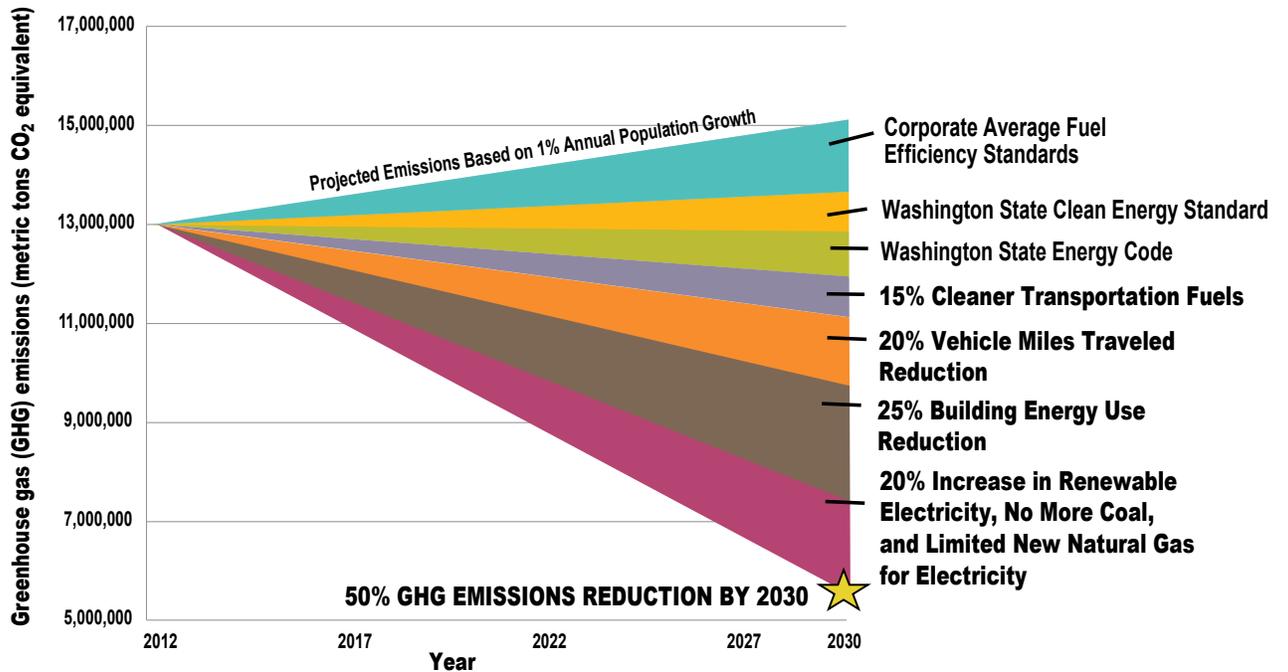
Federal and state actions assessed included: federal Corporate Average Fuel Efficiency (CAFE) standards, which require automakers to improve the fuel efficiency of vehicles produced for sale in the US; Washington State's Renewable Portfolio Standard (RPS), which requires all major energy utilities in Washington to source at least 15 percent of total fuel mix from renewable energy by 2020; and a state law governing Washington State's Energy Code, which specifies that new buildings constructed in 2031 use 70 percent less energy than those constructed in 2006. The following chart depicts the level of GHG emissions reductions associated with these three federal and state policies.

ACHIEVING COUNTYWIDE GHG EMISSIONS TARGETS-THE IMPACT OF FEDERAL AND STATE POLICIES



After assessing the impact of federal and state policies, the K4C and New Energy Cities analyzed a set of local pathways to close the remaining emissions reductions gap and get the region on track to a 50 percent reduction in GHG emissions by 2030. The following chart summarizes K4C pathways that would close the GHG emissions gap identified in the previous chart.

ACHIEVING COUNTYWIDE GHG EMISSIONS TARGETS-THE IMPACT OF K4C PATHWAYS



This chart outlines a set of sector specific pathways, developed in collaboration with K4C cities, that would close the remaining GHG emissions gap identified in the previous chart. Achieving these pathways would ensure that countywide GHG targets are achieved. These pathways are part of the “K4C Joint County-City Climate Commitments” and frame and inform each of the goal areas of the 2015 SCAP.

The pathways highlighted in the second previous chart frame the first five goal areas of the SCAP. They are also summarized here:

- Goal Area 1: Transportation and Land Use:** For passenger vehicles and light trucks, (1) reduce vehicle miles traveled by 20 percent below 2012 levels by 2030 and (2) reduce the GHG emissions intensity of fuels by 15 percent below 2012 levels by 2030.
- Goal Area 2: Buildings and Facilities Energy** (1) Reduce energy use in all existing buildings 25 percent below 2012 levels by 2030; (2) Increase countywide renewable electricity use 20 percentage points beyond 2012 levels by 2030 (with renewable electricity representing 90 percent of total countywide electricity consumption); phase out coal-fired electricity source by 2025; limit construction of new natural gas based electricity power plants; and support development of increasing amounts of renewable energy sources.
- Goal Area 3: Green Building:** Achieve net-zero GHG emissions in new buildings by 2030.



The K4C and New Energy Cities analysis was focused on GHG emissions that physically occur within King County's geography, plus imported electricity-related sources. This excludes a large amount of consumption-based emissions – emissions that occur outside of King County's boundaries but are directly related to local decisions. That's why both the K4C pathways and the 2015 SCAP also include pathways to avoid new GHG emissions sources and also address consumption-based GHG emissions and sinks:

- Goal Area 4: Consumption and Materials Management:** By 2020, achieve a 70 percent recycling rate countywide; by 2030, achieve zero waste of resources that have economic value for reuse, resale and recycling.
- Goal Area 5: Forests and Agriculture:** Reduce sprawl and associated transportation related GHG emissions and sequester biological carbon by focusing growth in urban centers and protecting and restoring forests and farms.



While adopting the K4C pathways does not guarantee achievement of countywide GHG targets, the analysis shows that countywide targets are achievable with bold action.

Based on this analysis, K4C partners developed a set of shared actions known as the [K4C Joint County-City Climate Commitments](#). These commitments highlight what King County and K4C partner cities will do to achieve the K4C pathways and also directly relate to the 2015 SCAP strategies and commitments. King County and ten cities, representing nearly 1.5 million residents - 70 percent of King County's population, have now formally adopted these commitments. King County and the ten K4C cities are working to encourage the remaining K4C cities and other cities in the County to consider adopting the commitments.

The 2015 SCAP is built upon the K4C pathways and commitments. The 2015 SCAP outlines County actions that will help achieve the K4C pathways and quantifies the GHG emissions reduction potential of those actions. While there is significant work needed to better quantify the GHG impact of County actions, the County now has a framework for how to get on track towards its GHG emissions reduction targets.

The K4C Joint County-City Climate Commitments also include shared policy statements that reflect that to achieve local GHG emissions reduction targets, action is necessary at other levels of government and in collaboration with other partners. Highlights of the K4C policy commitments include:

- **Climate Policy:** Advocate for comprehensive federal, regional and state science-based limits and a market-based price on carbon pollution and other greenhouse gas (GHG) emissions. A portion of revenue from these policies should support local GHG reduction efforts that align with these Joint County-City Climate Commitments, such as funding for transit service, energy efficiency projects, and forest protection and restoration initiatives. 
- **Goal Area 1: Transportation and Land Use:** Partner to secure state authority for funding to sustain and grow transit service in King County.
- **Goal Area 3: Buildings and Facilities Energy:** Build on existing state renewable energy commitments including the Washington State Renewable Portfolio Standard (RPS) to partner with local utilities, state regulators and other stakeholders on a countywide commitment to renewable energy resources, including meeting energy demand through energy efficiency improvements and phasing out fossil fuels.

County Operations



To achieve King County's operational targets associated with GHG emissions from fossil fuels, King County developed a set of goal area-specific targets for the 2015 SCAP. The technical analysis that supported the development of these targets shows that to achieve the County's 2020 target of a 25 percent reduction in GHG emissions compared to a 2007 baseline, each of these goal area-specific targets must be met.

Maintaining a steady course towards achieving King County's 2030 targets will require progress beyond these near-term commitments and will be developed with the next SCAP update by 2020.

While many of the commitments in the 2015 SCAP will help reduce operational GHG emissions, the most important to ensure the County makes sufficient progress by 2020 include:

- Grow transit service through 2020 with no increase in GHG emissions.
- For vehicle operations, increase the percentage of alternative fuels in County fleets 10 percent by 2025, as compared to a 2014 baseline.
- By 2025, ensure all electricity supplied for King County government operations is GHG emissions neutral.
- Reduce normalized energy use in County-owned facilities five percent by 2020 and 10 percent by 2025, as compared to a 2014 baseline.

As illustrated in the introductory section of this plan, King County has significant additional GHG emissions sources associated with government operations, such as its purchasing and landfill-related methane emissions. The 2015 SCAP includes commitments to further quantify and reduce these GHG emissions sources.

Measurement and Reporting

Countywide



In July 2014, at the same time new countywide GHG emissions reduction targets were adopted, the King County Growth Management Planning Council (GMPC) also adopted new policies on countywide GHG emissions measurement and reporting:

Countywide Planning Policy Environment 18A

King County shall assess and report countywide greenhouse gas emissions associated with resident, business, and other local government buildings, on road vehicles and solid waste at least every two years. King County shall also update its comprehensive greenhouse gas emissions inventory that quantifies all direct local sources of greenhouse gas emissions as well as emissions associated with local consumption at least every five years.

This is consistent with King County's own Comprehensive Plan policy:

2012 King County Comprehensive Plan Policy E-202

Through reporting on its major environmental sustainability programs, King County shall assess and publicly report on: (b) Countywide greenhouse gas emissions associated with resident, business, and other local government activities; and (c) Countywide greenhouse gas inventories that quantify all direct local sources of greenhouse gas emissions as well as emissions associated with local consumption.

King County's role of leading countywide GHG emissions inventories meshes well with its role as a regional convener and partner with cities, businesses, and the public on climate action. Countywide GHG inventories are how King County plans to support the monitoring of progress towards countywide GHG emissions targets. For past inventories, the County has led this work, while sharing costs with diverse partners, including the Puget Sound Clean Air Agency, the City of Seattle, and the U.S. Department of Energy.

King County's next update is planned for fall 2015, reporting on calendar year 2014 emissions. Information from this assessment will be included in the first annual report on the 2015 SCAP.

County Operations



Since the 2012 SCAP, King County has published annual reports of progress in SCAP implementation. These annual updates will continue to be published, consistent with King County Council direction. King County's Comprehensive Plan also directs:

2012 King County Comprehensive Plan Policy E-202

Through reporting on its major environmental sustainability programs, King County shall assess and publicly report on: (a) its normalized and total energy usage and total greenhouse gas emissions associated with county operations

While many organizations that account for their operational GHG emissions focus on fossil fuel sources, King County is committed to be increasingly comprehensive in its accounting and reporting. For example, assessing and reducing GHG emissions associated with King County governments purchasing is an increasing focus of County climate action efforts.

PILOT COST EFFECTIVENESS ASSESSMENT

King County is committed to improving the quantification of the costs and benefits of climate action. At the same time, in considering cost and GHG emissions reduction assessments, it is important to highlight that there may be other primary objectives of many climate-related strategies that are not exclusively GHG emissions reductions, such as cleaner air and water quality, improved quality of life, improved regional mobility, and public health benefits.

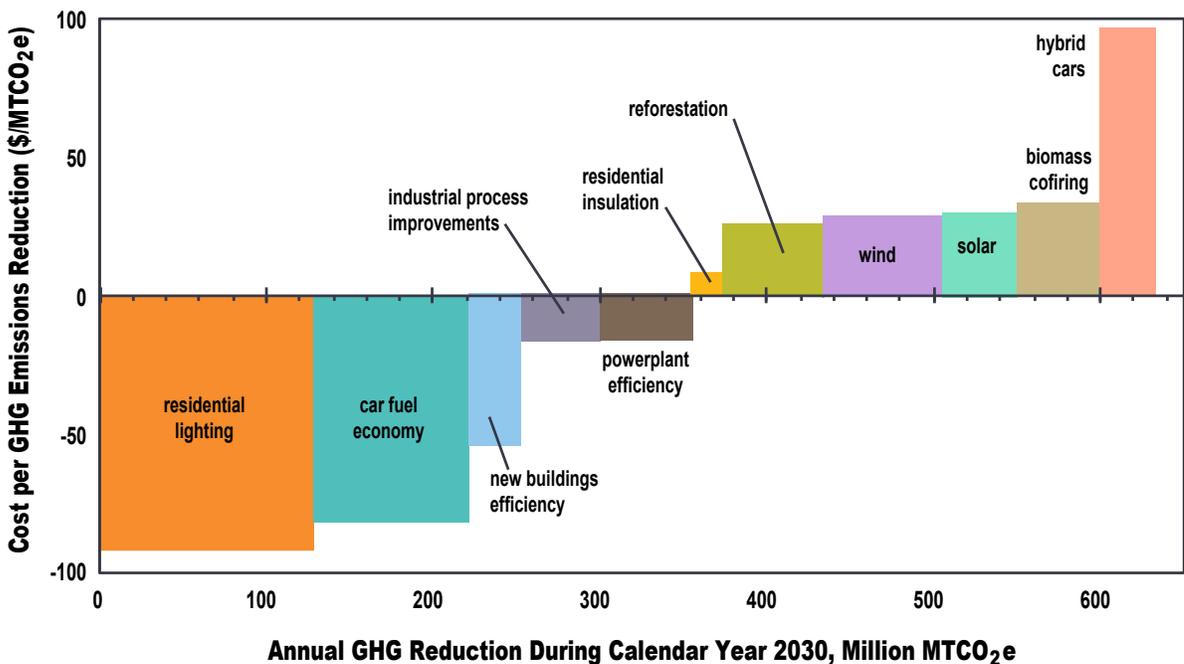
The 2015 SCAP introduces cost effectiveness information at a national scale, and then provides the results of a pilot assessment of 13 “County Services” related strategies, conducted as part of the 2015 SCAP. Additionally, this section outlines two new Priority Actions that will further the County’s work to integrate cost effectiveness information into County climate action.

National Assessment

A common and useful tool for comparing GHG emissions reduction strategies is Marginal Abatement Cost Curves (MACC). The example MACC below, conducted in 2007 by McKinsey & Company, illustrates the cost effectiveness of a selection of GHG emissions reduction strategies in the United States.

In the MACC, the width of each bar is the emissions reduction – the wider the bar the greater the GHG emissions reduction. The height of each bar represents the “marginal abatement cost”, or the cost of reduction per metric ton of carbon dioxide equivalent (MTCO_{2e})– the taller the bar, the higher the cost of each avoided metric ton of emissions. For example, the rightmost bar represents getting more hybrid cars into the U.S. vehicle fleet and has a width of about 32 million MTCO_{2e} of emission reduction, at a price of \$97 per MTCO_{2e}. The bars are ordered from cheapest at the left, to most expensive at the right. At the left end of the chart are a number of reduction strategies that have negative costs – that is, they save money over the lifecycle of the strategy. These are mostly energy efficient strategies, where energy cost savings more than pay back the capital cost of the efficiency improvement.

ESTIMATE OF COST EFFECTIVENESS OF SELECT GHG EMISSIONS REDUCTIONS STRATEGIES IN THE U.S. (McKinsey & Company, 2007)



This national assessment can be useful in framing climate planning efforts such as the 2015 SCAP. For example, it highlights the cost effectiveness of many vehicle and energy efficiency improvements. However, the analysis is very broad and based on opportunities and cost implications at a national level. A MACC tailored to King County would show different results. For example, because local energy sources are cleaner and result in fewer GHG emissions compared to national averages, energy efficiency strategies would likely be more costly per increment of GHG emissions reduction.

It's important to keep in mind that a MACC evaluates each option *only* on the merits of GHG emissions reductions and does not evaluate non-climate benefits. For example, in the national analysis referenced above, solar power is among the more expensive options, but it also reduces air and water pollution from fossil fuels, providing health and water quality benefits unaccounted for in the MACC. This is especially important when considering transportation investments, which have other local benefits, such as access to jobs and other destinations, reduced congestion, and better air quality.

2015 SCAP Pilot Cost Effectiveness Assessment



As part of the 2015 SCAP, King County undertook a pilot cost effectiveness assessment of a selection of SCAP-related commitments. At least two actions from each of the County's five SCAP goal areas were assessed. All assessed actions are from the "County Services" portion of the 2015 SCAP, relating to reducing GHG emissions from communitywide sources, as opposed to those focused on County government operations. These actions were evaluated for their costs - both to King County government and at the community scale - and their GHG emissions reduction. The timeframe for assessing the impact was focused on the expected costs and benefits in 2030.

Due to time and data limitations, this pilot assessment has more uncertainty with potential costs and GHG emissions reduction for each action than McKinsey & Company's MACC assessment.

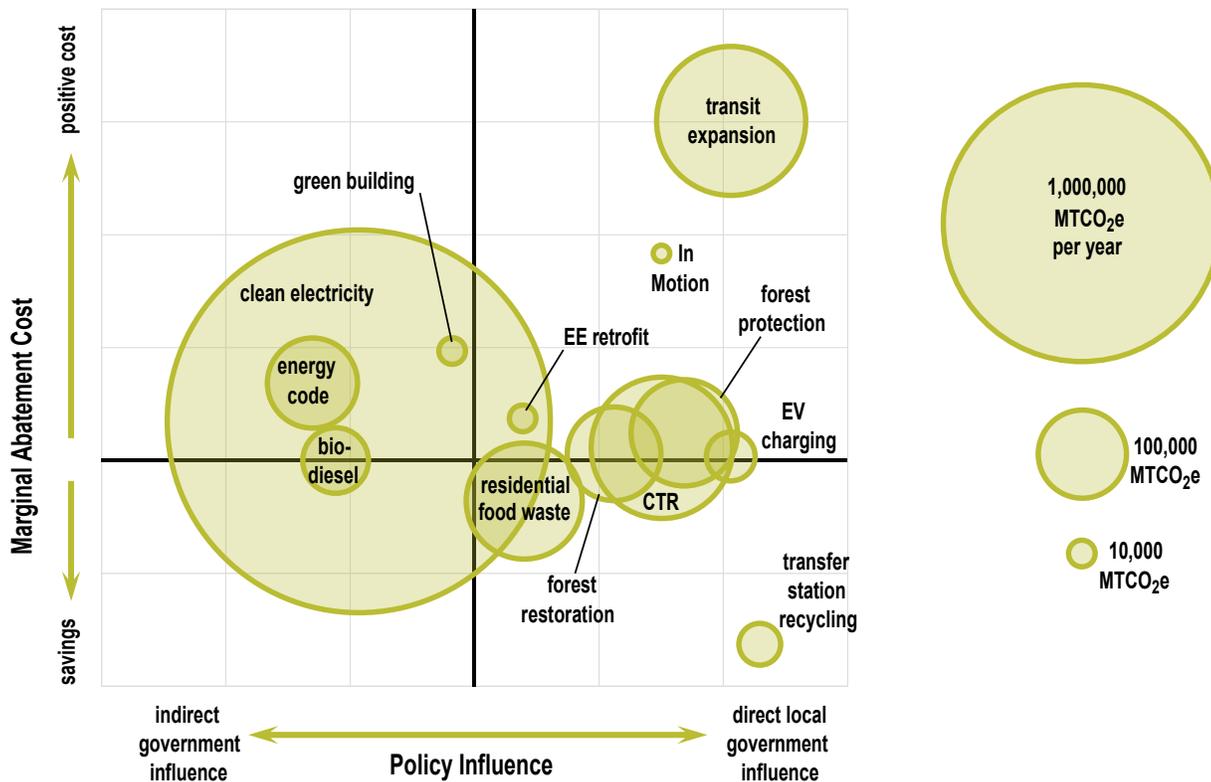
The table on the next page describes each of the actions that were evaluated in the pilot cost effectiveness assessment. Please note that these strategies are implemented to achieve multiple benefits. In many cases, these actions are being pursued primarily for reasons other than the GHG emissions reduction benefits.

Action name	Definition
Transit expansion	Increase Metro Transit ridership consistent with the regionally developed Puget Sound Regional Council's <i>Transportation 2040</i> plan to double transit boardings by 2040.
CTR	Provide tools and assistance to increase employee participation in King County Metro's Transit's Commute Trip Reduction (CTR) program at CTR-mandated employers and encourage voluntary CTR participation among small employers to achieve an 18 percent reduction in commute-related GHG emissions.
EV charging	Partner with installers to add 40 publicly-accessible Level 3 Electric Vehicle charging stations to encourage electric vehicle adoption in King County.
In Motion	Increase participation by 50 percent in King County Metro Transit's In Motion program for encouraging travel alternatives.
Biodiesel at the pump	For all vehicle fuel use in King County, ensure two percent of diesel fuel dispensed at the pump is biodiesel.
EE retrofit	Stimulate an additional \$5 million in annual consumer spending on cost-effective energy efficiency retrofits by providing a loan loss reserve to local banks and credit unions, encouraging efficiency measures during construction permitting, and advertising efficiency programs in County-controlled communications.
Clean electricity	Work with Puget Sound Energy to phase out coal-fired electric generation from its portfolio, increase renewable electricity use, and limit construction of new natural gas-fired power plants.
Energy code	Work with the State Building Code Council and King County cities to develop, adopt, and implement bold residential and commercial energy codes, reducing energy consumption in new buildings to net zero by 2030.
Green building	By 2030, 100 percent of new developments achieve Built Green Emerald Star, LEED Platinum or Living Building Challenge standards.
Transfer station recycling	Divert 75 percent of recyclable waste received at transfer stations from self-haul customers.
Residential food waste	Require separation of food waste for residential single-family homes.
Forest protection	Permanently protect 10,000 acres of forest from development by purchasing property, purchasing development rights, or offering property tax incentives.
Forest restoration	Improve the health of 12,300 acres of County-owned forests through replanting, thinning, and invasive species removal.

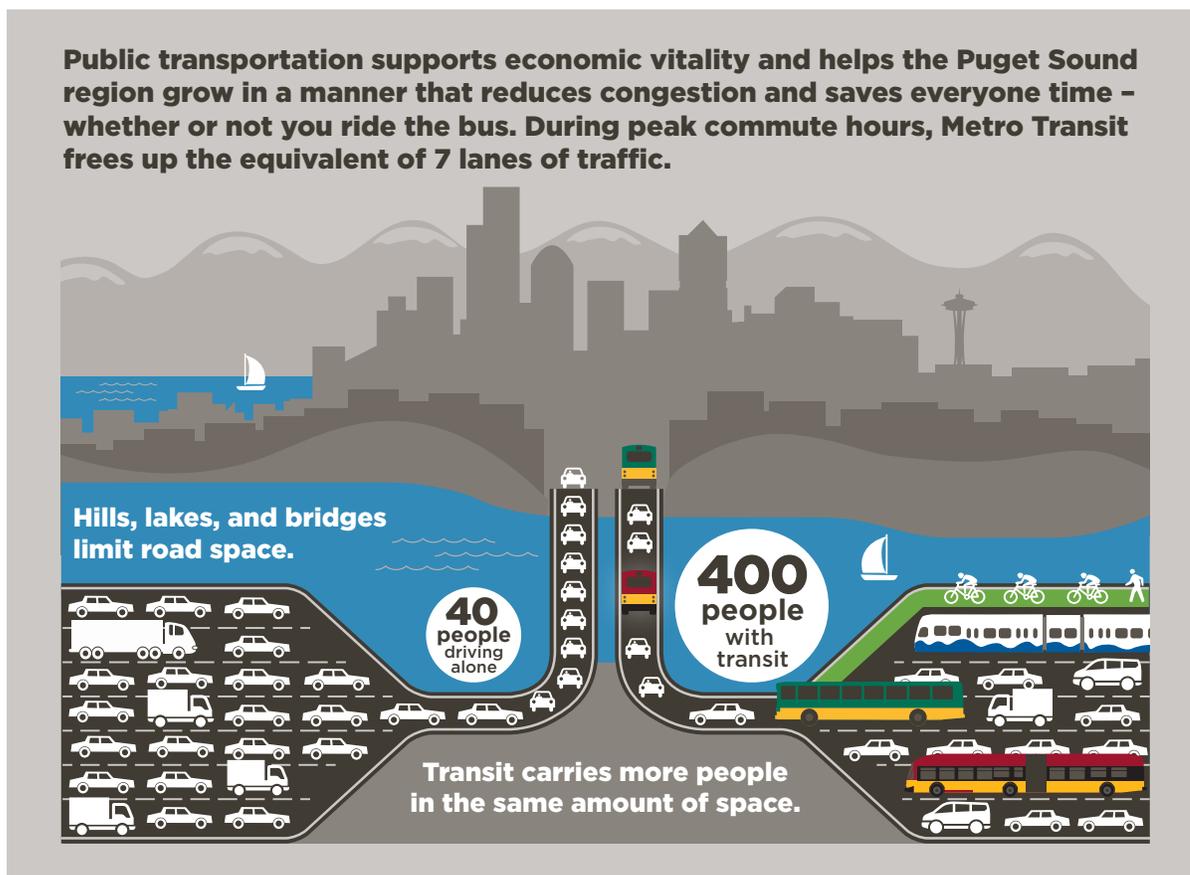
Findings and Observations

The chart below shows the results of the pilot assessment in terms of King County’s direct policy influence on implementing the strategy. Bubble size is the potential magnitude of the GHG emission reduction, the y-axis show the estimate cost per GHG emission reduction, and the x-axis is an assessment of King County’s policy influence on the strategy.

COST EFFECTIVENESS PILOT ASSESSMENT RESULTS - SELECT 2015 SCAP STRATEGIES



- Climate Cost Effectiveness Assessments do not capture all the benefits of an action or service. In addition to the GHG emissions reduction benefit of assessed actions, there are many policy drivers and co-benefits for these actions that are not captured in the bubble chart. The climate-related costs and benefits of these actions need to be considered in the context of multiple rationales and benefits of these programs. For example:
 - » Energy efficiency and green building strategies create local jobs, increase property values and employee productivity, and can improve the health and quality of life of residents and tenants. None of these benefits are reflected in the pilot assessment.
 - » Forest protection and restoration results in environmental benefits including cleaner air and water, improved wildlife habitat, and recreation opportunities.
 - » Increasing transit service produces more livable communities, better health outcomes, and connects us to the most important places in our lives – jobs, school, health care, family, and friends.



- **Recycling and waste prevention show potential cost savings and GHG benefits.** Analysis of transfer station recycling and residential food waste showed substantial cost savings and concurrent GHG emissions reductions. These commitments have been included in **Goal Area 5: Consumption and Materials Management**.
- **Phasing in clean electricity is critical, but requires partnerships.** Clean electricity showed the largest GHG emissions reduction potential, but King County has less policy influence in this area. There is also considerable uncertainty about cost, with estimates varying from positive to negative. However, if the full costs of continued coal power generation are included (for example, reflecting the costs of air pollution, health impacts coal ash disposal, groundwater impacts and GHG emissions), they would likely be greater than or equal to the cost of renewable energy alternatives. King County's commitments to partner with Puget Sound Energy and others to transition to a renewable energy future are highlighted in **Goal Area 2: Buildings and Facilities Energy**.
- **Forest protection has important carbon benefits at modest costs.** While not traditionally considered a climate action and historically pursued for other benefits such as recreation and habitat, forest protection has an important GHG benefit at modest costs. Related commitments are included in **Goal Area 5: Forests and Agriculture**.
- **Partnering with employers on commute trip reduction (CTR) programs has GHG emissions reduction potential.** Expanding CTR programs can make a substantial reduction in countywide emissions, thanks in part to the large proportion of local emissions coming from commuters' travel. Commitments related to CTR programs are included in **Goal Area 1: Transportation and Land Use**.

- **Reducing the costs of green building is important.** The relatively high costs per GHG emissions reduction estimated for the energy code and green building strategies are primarily a result of the costs of building to high energy efficient standards. This highlights the need to reduce the costs of designing and building green. Related strategies are highlighted in **Goal Area 3: Green Building**.

Comparing the Costs of Action to Inaction

A recurring theme heard from stakeholders was that the costs of taking action to reduce GHG emissions must be compared to the costs of not taking action, i.e. the costs of climate change impacts.

It is challenging to quantify the diverse costs of climate change – for example from the costs of increasingly extreme weather or impacts to food production - but there are many assessments that attempt to do so. For example, the University of Washington and University of Oregon have estimated that in Washington, the costs of a changing climate, reflected in increased forest fires, public health impacts, and reduced salmon populations, for example, [will be \\$1,250 per year per household by 2020](#), with higher costs in future years.

Another approach in considering climate-related costs and benefits looks at the social cost of carbon (SCC), an estimate of the economic costs associated with GHG emissions and an estimate of the economic benefit of avoided or reduced GHG emissions. The SCC is a comprehensive estimate of the global costs of climate change and includes, for example, changes in agricultural, human health, and property damages from increased flood risk. The U.S. government now uses the SCC to inform decision-making and rule-making, for example in determining the costs and benefits of federal fuel efficiency standards for cars and trucks.

The [most recent SCC values](#), published in 2013 by the White House, are \$39/MTCO_{2e} in 2015 and \$46/MTCO_{2e} in 2020, increasing to \$76/MTCO_{2e} by 2050. These totals assume a three percent discount rate and the values are dollar-year and emissions-year specific.

One way for policy and decision makers to interpret the SCC estimates is that at an economy-wide, global scale, any action that costs below the SCC makes economic sense. However, this simplified interpretation ignores that effects of climate change vary by geography and over time. This approach also ignores the other benefits resulting from many GHG emissions reduction strategies. Nonetheless, it is useful to consider the relatively high value of the SCC compared to the costs of many GHG reduction strategies, such as illustrated by those published by McKinsey and Company and included in the introduction to this section.

As King County develops and implements an operational cost of carbon (see priority action below), the experience of the U.S. government and others in using a SCC to inform decision making will be important example to consider.

In addition to the direct economic costs associated with climate change impacts, there are other important but hard to quantify benefits of action that must be considered, such as opportunities for local economic development, health and quality of life improvements, and national security implications. For example, in 2014, the U.S. Department of Defense (DOD) declared that climate change is an immediate threat to national security, citing increased risks from terrorism, infectious disease, and economic impacts. The DOD also predicted increasing needs for military responses to weather and climate events across the globe from disasters such as Hurricane Katrina and Hurricane Sandy in the U.S. to drought and food shortages in Africa.

priorityactionsby2020



This pilot cost effectiveness assessment helped inform the GHG emissions reduction policy decisions in the 2015 SCAP, and King County will apply this type of assessment more comprehensively in future climate related planning processes, including the next SCAP update. An important challenge will be balancing the quantified costs and GHG emissions reduction benefits with other important rationales and benefits of climate-related actions. To further its commitment to better integrate cost effectiveness considerations into its climate planning work, two new related priority actions are highlighted below:

✓ **Assess cost effectiveness of select County operations**

commitments in the 2015 SCAP. Building on the pilot cost effectiveness assessment carried out to inform the 2015 SCAP, King County will pilot a cost effectiveness assessment for at least 12 “County Operations” commitments. This information will be provided as part of the first annual report on implementation of the 2015 SCAP and will inform future climate action planning.



- ✓ **Develop and implement an operational “Cost of Carbon”.** In the absence of state and federal action to put a price on GHG emissions, it is difficult to integrate the environmental and economic costs associated with different decisions as they relate to GHG emissions. To address this gap in the near term, King County’s Office of Performance, Strategy and Budget will collaborate with King County agencies to develop and propose an internal “cost of carbon” by the end of 2017. This cost of carbon will be used in life-cycle assessments and decision making related to County operations, including for purchase of clean vehicles and alternative fuels, for facility construction and resource efficiency projects, and for related technology investments. King County will also pursue using the cost of carbon to inform broader County planning and decision making.

Goal Area 1: TRANSPORTATION AND LAND USE



Commuters and bike riders board Metro Transit's Route 41 in the downtown Seattle transit tunnel.

KEY TAKEAWAYS

- ▶ Transportation is the region's largest source of GHG emissions, accounting for nearly half of all GHG emissions.
- ▶ King County is home to 2 million people and 1.3 million jobs; it is one of the fastest growing large counties in the U.S.
- ▶ King County is Washington's economic hub; public transportation helps connect people with job centers across the region while also reducing air pollution, improving the health of our communities, and increasing access for all residents.
- ▶ Per capita GHG emissions associated with transportation have started to decline.
- ▶ Land use and transportation decisions are critically linked and together can have significant impacts on both improving community health and reducing GHG emissions.
- ▶ King County plays critical roles related to transportation and land use, and this goal area outlines key commitments to:
 - Focus almost all new residential construction in urban areas.
 - Double transit ridership by 2040.
 - Grow transit service thru 2020 with no increase in GHG emissions.
 - As it relates to government operations, increase the use of alternative fuels and decrease their carbon intensity.

INTRODUCTION

Transportation is the largest source of GHG emissions in King County, accounting for nearly half of all GHG emissions that occur within King County's geography. In the region, GHG emissions from transportation result from burning gasoline, diesel, natural gas, and other types of fossil fuels.

King County has grown rapidly in recent years, with a net increase of 280,000 new residents between 2000 and 2014. Current projections by the Puget Sound Regional Council estimate King County's population increasing by an additional 444,000 by 2040 for a total expected population of 2.4 million people. As the County continues to grow, demand for transportation and mobility services will also grow.

To reduce transportation-related emissions, a variety of measures are needed to reduce fuel use, deploy cleaner technologies and fuels, and reduce both vehicle miles traveled (VMT) and the number of single occupant vehicles on roadways. King County influences transportation-related emissions by directing growth within the Urban Growth

Area (UGA), providing public transit, vanpool and ridesharing services, and creating opportunities for walking and bicycling — choices that eliminate single occupancy vehicle trips, mitigate traffic congestion, support efficient land use, help improve public health, and reduce transportation costs.

King County plays an important role in reducing GHG emissions by providing public transportation options, helping to make communities more compact, active, and pedestrian oriented, supporting non-motorized travel through the Regional Trails System, and reducing operational emissions through use of lower-carbon fuels and innovative fleet technologies. King County is continually working to improve vehicle technology, phase in cleaner fuels, and reduce emissions through thoughtful operating practices for both Metro Transit and an extensive vehicle fleet that supports government functions.

King County is also responsible for growth management and land-use regulations that encourage efficient land-use patterns by encouraging density and appropriate land uses within the UGA. The County has been a leader in adopting smart growth strategies that have concentrated the growth of population, employment, and development within the designated UGA.

The ability to safely and efficiently move about King County is critical for creating an environment for people to thrive. Public transportation connects people with access to jobs, schools, community services and recreation, increasing equity and access for all. Regional trails provide space for recreation and can serve to mobilize people by connecting trails to key areas of opportunity. Developing transit, biking, and pedestrian friendly communities – especially with affordable housing elements – can help address social equity, public health and climate change challenges as well.

County actions to improve transportation fuels and technologies – coupled with the results of decades of changes in land use policies – have led to a slight decline in per-person transportation-related emissions in King County from 2007 to 2014. King County continues efforts to reduce transportation-related emissions with a focus on priority actions for both County services and operations.



This hybrid service truck supports field preventive maintenance on fleet vehicles and equipment. The truck uses the hybrid battery to operate the air compressor and 12 volt/110 volt electrical systems making it unnecessary to run the engine when carrying out service operations.

CURRENT COUNTY ACTIONS AND PROGRAMS

County Services



Transportation Choices

- Transportation Choices.** Metro Transit offers a range of public transportation services including local bus transit, RapidRide bus-rapid transit, Dial-a-Ride transit, VanPool and VanShare, paratransit service through its Access program, and other alternative services. It provided nearly 119 million bus passenger trips and more than three million vanpool passenger trips in 2014. Demand continues to grow for transit services. Recent estimates indicate that 15 percent more service is needed just to meet existing ridership demand. This is evident through the record ridership, increased congestion, buses that are passing riders up because they are too full, and park and ride lots that are at capacity.




Metro Transit offers VanPool and VanShare services to make it easy for commuters to travel without driving alone.
- Increasing Transit Access for Low-Income Populations.** In March 2015, Metro Transit launched the new ORCA LIFT program which makes riding the bus more affordable for those who meet the eligibility requirement of 200 percent below the federal poverty line. With the ORCA LIFT card, income-qualified riders can save up to 50 percent or more on Metro Transit buses, Kitsap Transit buses, Sound Transit Link light rail, King County Water Taxi and the Seattle Streetcar. ORCA LIFT provides more people and communities with transportation choices, while reducing transportation costs and GHG emissions.


- Piloting Alternative Services.** The 2015-16 budget includes \$12 million to pilot alternative transportation services to a) address bus service reductions in 2014, b) complete implementation of the 2012 Alternative Services Plan and c) explore alternative services as a complement to the fixed route bus system.

Alternative Vehicles, Fuels and Technologies

- Transportation Technology and Strategies.** King County continues to be a leader in supporting and demonstrating new transportation technologies. Metro Transit was the first large transit agency to equip the entire bus fleet with bicycle racks. All Metro Transit commuter vans also have the option of bike racks. More recently, Metro Transit led the development of a right-sized parking web tool to help jurisdictions and developers better understand their actual parking needs in urban and suburban areas. Metro Transit also developed a model to estimate the potential transit benefit of various improvements to the non-motorized network connecting to major transit stations.


- Rideshare Online.** Metro Transit (Rideshare Operations) administers an online system that enables employers, jurisdictions, schools, social services and other groups to easily organize biking, carpools, vanpools and transit connections. This system provides calendar tracking of trips estimating cost savings and GHG reductions, comprehensive administrator tools to track and report commute trip reductions, and web-based fulfillment of incentive rewards. In 2014 there were 30,130 new registrations in the system and users logged a reduction of 65,881,000 VMT.



Land Use and Community Design

- Regional Planning.** King County provides long-range planning services consistent with its dual roles as 1) the countywide government responsible for maintaining the UGA, directing growth to urban areas and away from rural and resource lands; and 2) the local land use authority for unincorporated areas. Since the County’s first comprehensive plan was adopted under the State Growth Management Act in 1994, there have been minimal expansions of the UGA, many of which have been mitigated by offsetting, permanent open space designations. By working with city partners to maintain the UGA, King County is directing growth into the urban areas where facilities and services can more easily be provided while reducing the need to travel long distances.
- Planning Policies.** Through the King County Countywide Planning Policies, King County promotes equitable transit-oriented development policies that support efficient use of land within the UGA. These policies improve urban density, access and connections, transportation options, and healthy living, while preserving green space and natural resources. The Regional Trails System, for example, supports more than 12 million annual bicycle and walking trips, including an estimated 5 million trips along the 175 miles of trails managed by King County. The County works with school districts to help address safety concerns regarding safe access to schools and is implementing programs such as the Transfer of Development Rights program which preserves land and steers development growth away from rural and resource lands into King County’s UGA.
- Transit-Oriented Development.** King County continues to promote Transit Oriented Development (TOD) in numerous locations around the County. Most recently, a TOD project at the South Kirkland Park and Ride combined 58 affordable housing units with 180 market rate units. King County was a partner in creating an acquisition fund – the Regional Equitable Development Initiative (REDI) Fund – to acquire land for affordable housing and community development near high capacity transit nodes before the land is too expensive to acquire. Metro Transit also implemented a pilot program making a multi-family Passport product available to property managers of apartment buildings, supporting efforts to reduce parking supply and increase transit access for residents of apartments in transit rich environments.



County Operations



Alternative Vehicles, Fuels, and Technologies

- Fleet Improvements.** Metro Transit has been a leader in deploying fleet vehicles that utilize new technologies and reduce fuel use. Metro Transit operates one of only five electric trolley systems in the U.S., and in 2015, began updating its trolley fleet with vehicles designed to travel “off-wire” for limited distances with regenerative braking and improved energy efficiency. In 2014, Metro Transit began purchasing new hybrid buses with all electric drive components and accessories, enhanced fuel efficiency and the ability to completely cut off the engine when there is no need for power. Metro Transit was also the first transit agency in the nation to invest in articulated hybrid buses and all-electric zero-emission cars for the *metropool* commuter van program.
- Promoting Low Carbon Fuel Use.** King County fleet managers hold monthly meetings that provide a forum to share their experiences about the performance of low-carbon fuels in various applications. Fleet managers have the opportunity to evaluate the performance of pilot projects, such as the introduction of 25 electric vehicles into the commuter pool fleet, and 20

liquid petroleum gas (LPG, or propane) pickups and vans into operations for Roads and the Department of Natural Resources and Parks. These exchanges help inform decisions of other fleet managers, such as the conversion of 78 Access vehicles from gasoline to LPG – an effort designed to reduce GHG emissions and save money.

- **Balancing Clean Fuels and Costs.**

King County has an agreement with its fuel provider to utilize B-5 (five percent) biodiesel for bulk fuel delivery for Metro Transit and Fleet Administration if the biodiesel fuel price is equal to or less than regular diesel fuel. The Marine Division is currently using a B-10 blend for water taxi operations.



The metropool program has 25 all-electric, zero-emission Leaf vehicles that saved more than 30,000 gallons of gas and eliminated more than 300 metric tons of emissions in 2014.

Fleet Efficiencies

- **Travel Planning.** Many agencies have implemented business practices in order to reduce costs and GHG emissions. For example, the Department of Assessments has located vehicles at remote locations, such as Shoreline District Court. Employees can reserve the vehicle online and gain access to the vehicle with their assigned key fob. By avoiding travel time to and from downtown, the Assessment employee can be in the field for a longer period of time and reduce fuel consumption, emissions and vehicle miles traveled. The Department of Public Health focuses on efficient dispatching practices enabling their health professionals to maximize the ratio of patient services provided per VMT.

goals strategies measures & targets

K4C Pathway: For passenger vehicles and light trucks, reduce vehicle miles traveled by 20 percent below 2012 levels by 2030 and GHG emissions intensity of fuels by 15 percent below 2012 levels by 2030.



County Services



Goal: King County will reduce the need for driving and provide and facilitate the use of sustainable transportation choices such as public transit, alternative technology vehicles, ridesharing, walking, and bicycling.

CATEGORY	STRATEGIES
Transportation Choices ▶▶	Strategy A: Provide and expand public transit service.
	Strategy B: Improve the reliability and efficiency of transit.
	Strategy C: Expand King County’s partnerships with employers to reduce transportation-related GHG emissions.
	Strategy D: Implement new transportation products in rural and suburban areas not well suited to fixed-route transit service.
Alternative Vehicles, Fuels and Technologies ▶▶	Strategy E: Expand pedestrian connectivity and bicycle parking at transit stations and park-and-ride lots to increase access to transit.
	Strategy A: Collaborate with private industry, community groups, utilities, and other agencies to build demand/ markets and infrastructure for alternative vehicles, fuels and technologies.
Land Use and Community Design ▶▶	Strategy B: Partner in pilot projects that help improve the viability of alternative vehicles, fuels, and technologies.
	Strategy A: Focus development within the Urban Growth Area and reduce development pressure on rural and natural resource lands.
	Strategy B: Use incentives, land-use designations, urban design, comprehensive plans, and zoning to create development and community design that meets the needs and preferences of transit users, pedestrians, and bicyclists.
	Strategy C: Maintain and expand the Regional Trails System.

➤ **Measure 1:** Annual passenger boardings on Metro Transit services.

★ **Target 1:** Consistent with the Puget Sound Regional Council’s *Transportation 2040* regional transportation plan’s projection that boardings on transit services in the region will double by 2040, Metro Transit will strive to achieve the following targets:

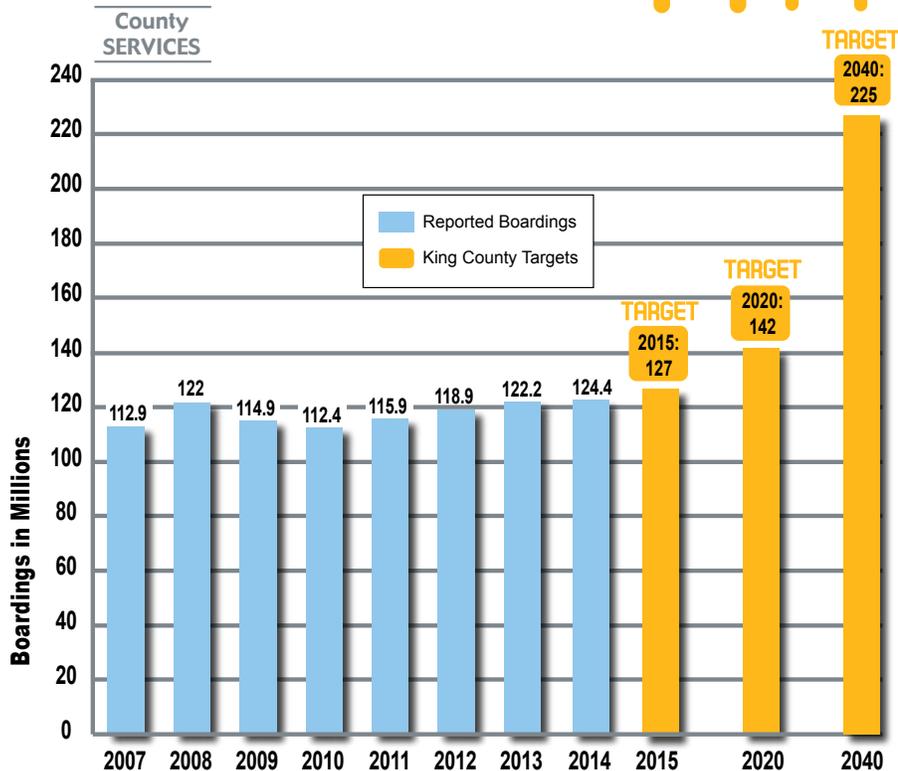


- 127 million passenger boardings by 2015.
- 142 million passenger boardings by 2020.
- 225 million passenger boardings by 2040.

○ **Status**

There were more than 124 million passenger boardings in 2014, an all-time record. The 2020 and 2040 ridership targets appear to be achievable, provided necessary funding is available.

ANNUAL TRANSIT & VANPOOL BOARDINGS



GHG Emissions Reduction: In 2020, with an achieved ridership of 142 million, Metro Transit will reduce annual GHG emissions in King County by approximately 828,000 MTCO_{2e}, via mode-shift, congestion relief, and facilitation of improved land use planning and development that supports transit service. In 2040, with an achieved ridership of 225 million, Metro Transit will reduce annual GHG emissions by approximately 1,272,000 MTCO_{2e}.



➤ **Measure 2:** Percentage of King County commuters using transportation modes including driving alone, transit, water taxi, biking and walking, as measured by the Washington State Commute Trip Reduction (CTR) survey.

★ **Target 2:** Achieve a six percentage point increase in non-drive-alone travel for CTR affected worksites by 2020 compared to the 2007 baseline and measured by the sum of activity among all jurisdictions in King County.



○ **Status**

Between 2007 and 2013, there was a two percent increase in the non-drive-alone rate. In 2013, transit service represented 20 percent of all commuter trips.



GHG Emissions Reduction: With approximately 3.9 million passenger miles traveled by CTR employees each year – and assuming the majority of CTR affected employees in King County commute by bus – approximately 1,250 MTCO_{2e} emissions are avoided each year. A six percentage point increase in non-drive-alone travel for CTR affected worksites by 2020 will provide additional GHG benefits.



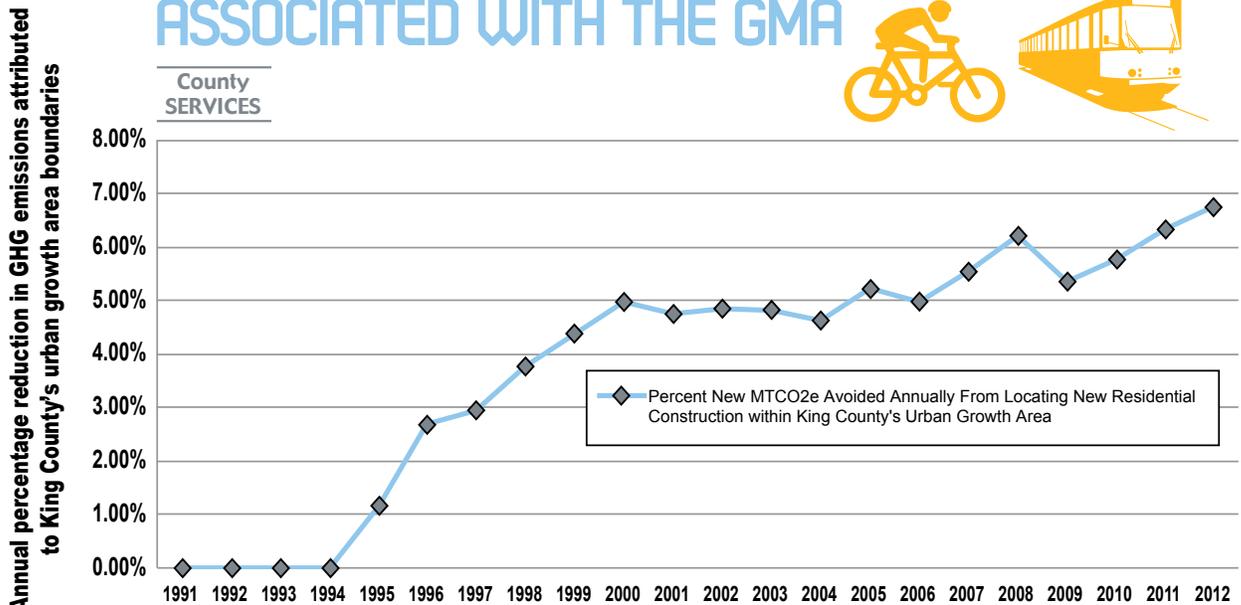
➤ **Measure 3:** Percentage of new countywide residential construction inside the UGA.

★ **Target 3:** Maintain at least 97 percent of new residential construction within the UGA.

○ **Status**

Since 1994, when King County’s Growth Management Act (GMA) boundaries were established, new residential construction has been focused within defined urban growth areas. As a result, since 2011, less than two percent of new residential construction has occurred in the rural area, exceeding the new target of maintaining 97 percent of new residential growth within the urban growth boundary. This shift has helped decrease total vehicle miles traveled and associated GHG emissions in King County.

NEW GHG EMISSIONS AVOIDED ASSOCIATED WITH THE GMA



Since 1994, when King County’s Growth Management Act (GMA) boundaries were established, new residential construction has been focused within defined urban growth areas. This shift has helped decrease total vehicle miles traveled and associated GHG emissions in King County.



GHG Emissions Reduction: The chart above shows the annual percentage reduction in transportation related GHG emissions associated with new residential development attributed to King County’s UGA boundary. The quantity of the GHG

emission reduction varies depending on how much new development there is each year; for 2012, the estimated GHG reduction was 4,700 MTCO_{2e}. The GHG benefit quantified is estimated based on reductions in vehicle miles traveled resulting from the shift to more compact and efficient land use patterns.



► **Measure 4:** Number of new regional trail miles constructed or in final stages of engineering design.

★ **Target 4:** Construct 15 miles of additional regional trails by 2020.

○ **Status**

As of 2014, 189 miles of regional trails are constructed and open or in final stages of construction, engineering or design.



GHG Emissions Reduction: An interconnected network of regional trails offers an alternative to driving, helping reduce the number of vehicles on roadways and reducing vehicle-related GHG emissions. An estimated 12 million bicycle and pedestrian trips are made on the regional trails in King County annually. In 2015, King County’s Eastside Rail Corridor (ERC) connectivity analysis will identify and quantify the GHG emissions reduction benefits of an interconnected network of bike and pedestrian routes for this corridor.

County Operations 

Goal: King County will increase the efficiency of its vehicle fleets and minimize their greenhouse gas emissions.

CATEGORY	STRATEGIES
Alternative Vehicles, Fuels and Technologies ►►	Strategy A: Use a life-cycle cost assessment, including a cost of carbon pollution, to integrate more fuel efficient vehicles and technologies into County vehicle fleets.
	Strategy B: Use proven alternative fuels that lower GHG emissions, where cost effective, with a priority focus on renewable energy or lower carbon intensity fuels.
	Strategy C: Pilot new alternative fuel programs and projects with a greater potential for reducing carbon intensity, especially when they provide opportunities to stimulate market growth.
	Strategy D: Develop a priority list of alternative fuels with the best GHG benefits and lowest carbon intensity for reference by fleet managers during life-cycle cost assessments.
Fleet Efficiencies ►►	Strategy A: Leverage technology to maximize efficient vehicle use and implement operational strategies, such as anti-idling, fuel-saving driving techniques, car sharing, and vehicle right-sizing to reduce emissions.
	Strategy B: Conduct a countywide campaign encouraging employees to use alternative transportation, drive efficiently, and minimize resource consumption and energy use at work.

► **Measure 1: Energy use by County vehicles.**

★ **Target 1:** In its vehicle operations (excluding Metro Transit fleet vehicles), King County will reduce normalized net energy use by at least 10 percent by 2020, compared to a 2014 baseline.

○ **Status**

In 2014, normalized energy use for non-Transit fleets – such as Sheriff, Roads, Solid Waste and Wastewater Division vehicles – was down six percent compared to 2007.



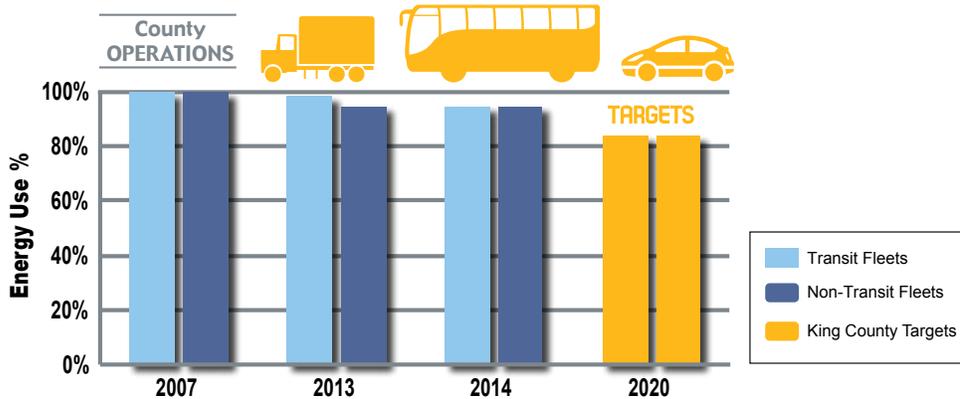
GHG Emissions Reduction: Achieving the 2020 target will yield a GHG emissions reduction of approximately 2,700 MTCO₂e/year.

★ **Target 2:** In Metro Transit’s vehicle operations, King County will reduce normalized energy use by at least ten percent by 2020, compared to a 2014 baseline.

○ **Status**

In 2014, normalized energy use for Transit fleets was down six percent compared to 2007.

NORMALIZED FLEET ENERGY USE



GHG Emissions Reduction: Achieving the 2020 target will yield a GHG emissions reduction of approximately 13,300 MTCO₂e/year.

★ **Target 3:** Across all vehicle operations, King County will increase the usage percentage of alternative fuels in its fleets by ten percent by 2025, compared to a 2014 baseline. Alternative fuels include electricity, biofuels, compressed natural gas, liquefied natural gas, hybrid, plug-in hybrid, battery drive, or propane.

○ **Status**

In 2014, alternative fuels comprised approximately five percent, by volume, of total King County fleet fuel purchases.



GHG Emissions Reduction: Achieving the 2025 target will yield a GHG emissions reduction of approximately 16,400 MTCO₂e/year.



County Services



Transportation Choices

✓ **Grow transit service without increasing GHG emissions.** Metro Transit will strive to grow transit service through 2020 without increasing operational GHG emissions via advancements in fleet fuel efficiency and the transition to an all-electric or hybrid motorbus fleet by 2018. As of March 2015, almost 70 percent of Metro Transit’s motorbus fleet was hybrid or electric.



✓ **Revise transit service to be more productive and attractive.** Consistent with the *Metro Transit Strategic Plan for Public Transportation*, Metro Transit will place high priority on transit service to employment and residential centers while also ensuring social equity and geographic value.



✓ **Implement the Community Mobility Contract Program.** Metro Transit will implement the new Community Mobility Contract Program in the City of Seattle and continue to promote this program with other jurisdictions. The City of Seattle was the first jurisdiction to enter into a Community Mobility Contract and has contracted for 223,000 hours of additional transit service in 2015. This program is available to any jurisdiction within King County interested in purchasing additional transit service from Metro Transit.

✓ **Expand access to the transit system.** Metro Transit will complete at least two projects improving bicycle access to the transit system, such as high-capacity bicycle parking at the Redmond Transit Center parking garage and expanded bicycle parking at some RapidRide stations. The County continues to increase transit ridership by working with local jurisdictions to identify and develop partnerships for projects that improve non-motorized access to the transit system. Metro Transit will also examine methods of more effectively managing existing park-and-rides and the potential for shared use parking to increase access to transit services.



✓ **Expand community partnerships to encourage use of alternative modes.** Metro Transit will partner with local jurisdictions to implement education and incentive programs to encourage the use of non-drive-alone travel. Upcoming efforts will focus on the Alaskan Way Viaduct corridor, South Lake Union, downtown Seattle, the I-405 corridor, and other activity centers throughout King County.

✓ **Expand Alternative Services program.** Metro Transit will work with jurisdictions throughout the county to plan and implement Alternative Services. Alternative Services include vanpools and Dial-a-Ride Transit, along with new products, such as community shuttles and vans and flexible ridesharing. These services



A North Seattle Shoreline In Motion participant learns about alternative travel options at the 2014 Transportation Resource Fair.

will be offered in areas not well suited to fixed-route transit and will be designed to meet the needs and characteristics of each community. Priorities for implementation include those areas affected by service reductions in Fall 2014, as well as the rural areas of southeast King County and Vashon Island.

- ✓ **Promote and expand RideshareOnline.** Metro Transit will continue to manage RideshareOnline and promote it as a tool to expand carpool and vanpool opportunities throughout King County. This effort will have an impact on reducing single occupancy vehicle travel and eliminating GHG emissions.
- ✓ **Expand and maintain regional trails.** DNRP will continue to develop and manage an interconnected network of regional trails and routes connecting trails to urban centers, transit, and employment. Near-term projects focus on extending existing regional trails and developing major new routes, especially in historically underserved areas, and include the Lake to Sound Trail through five south county cities, East Lake Sammamish Trail, Green-to-Cedar Rivers Trail, Foothills Trail, Green River Trail, and the Eastside Rail Corridor Trail.
- ✓ **Address GHG goals in Metro Transit’s Long Range Plan.** A comprehensive update to Metro Transit’s long range public transportation plan will be completed in the fall of 2016 and will evaluate energy use and emissions per passenger mile traveled for different service options. This planning effort will also evaluate fleet mix by propulsion type and associated infrastructure needs to meet priorities identified in the SCAP to minimize GHG emissions even as transit expands to meet the projected growth and mobility needs of the county.



Land Use and Community Design

- ✓ **Maintain the UGA.** The County will continue to maintain the UGA and to direct growth into developed areas where facilities and services can be efficiently provided and where travel distances are reduced.
- ✓ **Promote transit-oriented development.** The County will participate in continuing efforts related to the regional Growing Transit Communities initiative, prioritizing investments in affordable housing and eligible community development projects near high capacity transit, including high capacity bus routes, bus rapid transit and light rail. Future light rail lines will be completed by 2023 serving East King County, North King County, and South King County.



The South Kirkland Park-and-Ride Transit Oriented Development project transformed an existing surface park and ride lot into a large mixed use residential and retail sustainable development community. The expanded park-and-ride lot contains bike racks and charging stations for electric vehicles, and the housing development includes 58 affordable housing units.



Alternative Vehicles, Fuels and Technologies

✓ **Deploy low GHG emissions fleet technologies at Metro Transit.** Metro Transit will deploy two zero-emission technologies and begin the conversion of its Access fleet to alternative fuels in 2015. The trolley fleet will be updated with more energy-efficient vehicles with regenerative braking and the ability to travel “off-wire” for limited distances. Metro Transit will also launch a zero-emission, all-electric battery-powered bus pilot – with fast-charge stations – and liquid petroleum gas (propane)-fueled Access vans in 2015-2016. Fleet Administration and DNRP are also seeking and implementing new low GHG technologies, and Rideshare Operations is evaluating the potential to acquire the Chrysler plug-in hybrid minivan (due for release in 2016) which could drastically cut fuel use and GHG emissions for the commuter van fleet.



New 40-foot trolley with enhanced energy efficiency, regenerative braking and the ability to travel limited distances on a battery.

✓ **Pursue adoption of a Clean Fuels Executive Order to include a cost of carbon.** DOT and DNRP staff will continue to work with the Executive’s Office to formally adopt a clean fuels policy and to collaborate to integrate a cost of carbon into decision making about clean fuels. A draft clean fuels executive order was developed in 2014 to guide fleet managers in making procurement decisions for clean vehicles and alternative fuels in alignment with County goals to reduce GHG emissions, and directs fleet managers to include a cost of carbon in life-cycle cost analyses.

✓ **Use alternative fuels in the County’s new ferry vessels.** DOT will implement the use of B-10 in two new passenger ferries being delivered in 2015. The Marine Division worked with its fuel supplier to implement the necessary blending equipment at its Harbor Island marine fuel pier. The use of a biodiesel blend reduces GHG and sulfur dioxide emissions and diesel particulate pollution. This initiative, along with the new EPA Tier 3 marine diesel engines, allows the County’s vessels to meet the strictest EPA emission standards.



King County water taxis use B-10 biodiesel and accommodate bike passengers.

Fleet Efficiencies

- ✓ **Continue green fleet operational strategies and initiatives.** King County's fleets will continue to implement strategies, such as anti-idling, eco-driving, car sharing and vehicle right-sizing, and will phase in more-efficient, lower-emissions hybrid and electric vehicles as funding and technologies allow. Fleet Administration developed an eco-driver training module for SkillSoft which will be rolled out in the summer of 2015.
- ✓ **Consider options for the sale and reinvestment of environmental attributes.** Metro Transit is exploring options to monetize the use and savings of fuel resources to operate our fleets, such as selling credits from the use of renewable or low carbon fuels, or reduced emissions from our transit fleet. Metro Transit will explore options to reinvest funds in operations or services that continue to reduce climate impacts. At the state level, King County will advocate for a statewide cap-and-trade program that credits the transit system for the implementing low-carbon fuels and zero-emissions technologies.

ACCOUNTABLE AGENCIES

The [Department of Transportation](#) is the overall lead for this goal area. The [Metro Transit Division](#) is responsible for strategies related to transit services including bus transit, vanpool, low income fares, ride matching and commute trip reduction efforts. The [Fleet Administration Division](#) is the lead for efforts related to government fleet vehicles, including alternative transportation vehicles and technologies, and chairs a Fleet Managers Group that includes representatives from the Airport, Solid Waste, Transit and Wastewater Treatment Divisions. Other Department of Transportation divisions which play important roles include the Airport, Marine, and Road Services Divisions. Strategies related to the Regional Trails System are led by the Department of Natural Resources and Parks, [Parks and Recreation Division](#). The [Office of Performance, Strategy and Budget](#) is responsible for long-range comprehensive and regional planning, and the [Department of Permitting and Environmental Review](#) is responsible for subarea planning, permitting and development regulations in unincorporated areas. The [Department of Public Health](#) is an active participant in the development of transportation and land use policies that support public health goals of King County.

Goal Area 2: BUILDINGS AND FACILITIES ENERGY



The BioEnergy Washington (BEW) renewable natural gas facility at the Cedar Hills Regional Landfill is a unique partnership between King County, BEW and Puget Sound Energy.

KEY TAKEAWAYS

- ▶ Building and facility energy use is the region’s second largest source of GHG emissions.
- ▶ King County has taken significant action to conserve energy in day-to-day operations of county government, reducing energy use in County buildings and facilities by 15 percent compared to 2007, resulting in savings of more than \$3 million per year since 2010.
- ▶ King County has developed and generates significant renewable energy sources from its operations – primarily at the Cedar Hills Regional Landfill, South Wastewater Treatment Plant, and at the West Point Wastewater Treatment Plant - an amount that in total is equivalent to more than half of the County’s operational energy needs.
- ▶ King County is partnering with utilities and others to phase in cleaner fuel sources and support expanded energy efficiency and renewable energy production, including a commitment among K4C partners to pursue energy efficiencies and renewable energy sources.
- ▶ King County is pioneering approaches for capturing cost savings from investments in energy efficiency and renewable energy and using them to finance further work.
- ▶ King County is collaborating with businesses to test new energy technologies and demonstrate solutions.
- ▶ This goal area outlines ambitious commitments to:
 - Reduce government operational energy use in County buildings and facilities by an additional 10 percent in the next decade
 - Produce the equivalent amount of renewable energy as is used to run King County government’s facilities and non-Transit vehicles.
 - Increase the amount of renewable energy used by facilities to 85 percent by 2025.
 - Commit to use 100 percent GHG-neutral electricity for operations by 2025.

INTRODUCTION

In King County, energy use in buildings and industrial facilities accounts for nearly half of GHG emissions that occur within King County’s geography. Since a significant percentage of energy consumed in the county is derived from fossil fuel-based sources, the region will need to reduce facility energy use and develop cleaner sources of energy to achieve ambitious GHG emissions reduction targets. King County has set aggressive energy conservation targets and renewable energy goals to guide County government operations. King County is also committed to be a leader in promoting energy conservation throughout the community and helping facilitate the region’s transition to a clean energy economy by working with cities, energy utilities, businesses and residents.

King County has cost-effectively invested millions of dollars to ensure its operations are resource efficient and optimize the generation of renewable energy from waste resources. King County has a long history of implementing energy efficiency and renewable energy production projects at its facilities. Notable projects include the first wastewater biogas-to-pipeline scrubbing facility in the country in the 1980s at the South Wastewater Treatment Plant, the cogeneration system at the West Point Wastewater Treatment Plant dating back to the 1960s, and one of the largest landfill gas-to-pipeline renewable natural gas facilities in the country at the Cedar Hills Regional Landfill. The County’s energy efficiency work has ranged from lighting retrofits at dozens of County buildings to comprehensive energy efficiency projects at large facilities, such as the North Transit Base, the Regional Justice Center and the Weyerhaeuser King County Aquatic Center. Continued progress in these areas is needed to meet short- and long-term GHG reduction goals. The County will continue and expand its operational efforts, while supporting and helping guide the community’s efficiency and clean energy efforts.

CURRENT COUNTY ACTIONS AND PROGRAMS

Energy accomplishments are the result of County government cross-agency efforts to identify and capture energy savings opportunities through equipment replacement and operational efficiencies. The County will continue to create and use tools to support its energy efforts, such as the Resource Life Cycle Cost Analysis (rLCCA) calculator and the Fund to Reduce Energy Demand (FRED) loan program.

When considering investments in energy efficiency and renewable energy, the County considers the energy efficiency of equipment, the potential to reduce GHG emissions, and life-cycle cost effectiveness. The County will continue to seek opportunities to optimize energy efficiency, reduce GHG emissions, and produce and consume renewable energy in new and existing facilities. The County’s efforts are a continuous improvement process, as County agencies examine energy consumption data in existing buildings to target future investment opportunities and as



Over the past three years, Metro Transit has installed LED lights in the downtown Seattle transit tunnel that have reduced energy use by 21% compared to 2009, saving over \$130,000 in energy costs per year.

technological improvements continue to present new efficiency and renewable energy generation opportunities.

The 2010 Energy Plan is updated and replaced by the 2015 SCAP. In addition to the work outlined in **Goal Area 2: Buildings and Facilities Energy, Appendix C: Energy Strategy Details** at the end of this document highlights a number of additional, specific strategies the County will pursue through both its internal operations and external work.

County Services 

King County is collaborating through the K4C to have a greater presence in the community. Moving forward, King County government will have a much stronger role in guiding and helping provide the community with tools that encourage resource efficiency and renewable energy generation in county homes and businesses. This will occur by developing and articulating a clear vision for a clean energy future, developing and promoting state and federal incentives, and developing critical how-to information for residents and businesses to support implementation of energy efficiency and renewable energy projects.

King County is also partnering with the private sector on the development of new approaches, innovation and cutting-edge clean energy technologies. For example, in early 2015, King County launched a two-year pilot project to monitor facility energy use at five County-owned facilities. In a partnership with Microsoft and local contracting firm MacDonald-Miller, the County will test the same energy tracking system Microsoft uses to reduce energy consumption and GHG emissions in the Executive’s Office building, transit facilities, a solid waste transfer and recycling station, and at the Brightwater Education Center.



Executive Constantine helps explain King County’s pilot project with MacDonald-Miller and Microsoft to monitor and reduce energy usage at five County-owned facilities.

County Operations 

County Facilities

- **Government Facility Energy Use.** Direct energy use in King County government facilities, including energy used by buildings and to treat wastewater, resulted in approximately 70,000 MTCO₂e of emissions in 2014. The County has made numerous operational changes and investments in recent years that have resulted in significant energy reductions and savings of more than \$3 million annually. The County has had specific energy conservation targets in place since 2007, and those targets are being updated in this plan. 

Renewable Energy and Waste-to-Energy Production

- **Landfill and Wastewater Renewable Energy Projects.** King County has been successfully turning waste products into resources, including energy, for many years. Since 2013, King County has been exceeding its goal of using, buying or generating renewable energy equivalent to 50 percent of total County government energy use, which has been accomplished primarily through generation of renewable energy sources at the County’s own facilities. Notable

contributors to the County’s renewable energy generation portfolio are the renewable electricity production cogeneration system at the West Point Wastewater Treatment Plant, the South Wastewater Treatment Plant’s renewable natural gas (RNG) from digester gas production facility, and the BioEnergy Washington (BEW) landfill gas-to-pipeline RNG energy facility at the Cedar Hills Regional Landfill. The Cedar Hills biogas project is one of the largest landfill RNG production facilities in North America. In 2014, the Solid Waste Division made improvements to the facility, effectively increasing captured landfill gas by four percent.



The cogeneration facility at the West Point Wastewater Treatment Plant turns digester gas generated during the treatment process into electricity, which is sold as green energy in partnership with Seattle City Light, and heat energy, which is used onsite.



goals strategies measures & targets

K4C Pathway: Reduce energy use in all existing buildings 25 percent below 2012 levels by 2030.



K4C Pathway: Increase countywide renewable electricity use 20 percent beyond 2012 levels by 2030; phase out coal-fired electricity source by 2025; limit construction of new natural gas based electricity power plants; support development of increasing amounts of renewable energy sources.

County Services



Goal: King County will encourage and assist residents and businesses with energy efficiency and renewable energy projects, in collaboration with energy utilities and other partners.

CATEGORY	STRATEGIES
Utility Partnerships ▶▶	Strategy A: Work with one or more local financial institutions to create a program to offer advantageous project loan financing rates.
	Strategy B: Increase marketing for utility efficiency programs, such as through bus advertising.
	Strategy C: Develop relationships with external stakeholders for the delivery of whole-home resource efficiency programs.
	Strategy D: Research and support grant and other external funding opportunities that provide incentives for residents to complete energy efficiency and renewable energy projects, including tax and other financial incentives.
Renewable Energy ▶▶	Strategy A: Support Washington State renewable energy production incentives that encourage the development of residential and commercial solar and other distributed generation and storage projects, without additional metering fees or other disincentives.
	Strategy B: Develop relationships, programs, and marketing efforts with local utilities for the distributed production of solar and other renewable electricity.
	Strategy C: Create a consolidated guide on how to implement renewable energy projects for residences and businesses.

➤ **Measure 1:** Countywide energy use in existing buildings.

★ **Target 1:** Reduce energy use in all existing buildings 25 percent below 2012 levels by 2030.



○ **Status**

This is a new target. Progress will be reported in future annual reports.



GHG Emissions Reduction: The estimated GHG emissions reduction of achieving the 2030 target is 2,153,000 MTCO₂e per year.

➤ **Measure 2:** Increased solar energy generation by residents and businesses.

★ **Target 2:** Increase countywide renewable electricity use 20 percent beyond 2012 levels by 2030; phase out coal-fired electricity source by 2025; limit construction of new natural gas-based electricity power plants; support development of increasing amounts of renewable energy sources.



○ **Status**

This is a new target. Progress will be reported in future annual reports.



GHG Emissions Reduction: The estimated GHG emissions reduction of achieving the 2030 target is 1,745,000 MTCO₂e per year.

County Operations



Goal: King County will reduce energy use in County facilities and operations and will produce and consume more renewable energy.

CATEGORY	STRATEGIES
County Facilities ▶▶	Strategy A: County agencies shall identify and implement cost effective energy efficiency projects in existing buildings and new construction projects.
	Strategy B: For all projects installing over \$250,000 of energy-using equipment (total construction cost), perform a resource life-cycle cost analysis on at least two technologies that can meet the programmatic need, and choose the option with the highest net present value, per Ordinance 16927.
	Strategy C: Report quarterly on energy reduction and renewable energy progress for communication to county staff.
	Strategy D: Conduct an annual communications campaign that encourages County employees to minimize energy and other resource use at work and at home.
	Strategy E: Train staff on green operations and maintenance practices that focus on reducing energy and other resource usage.
	Strategy F: Meet the energy reduction requirements of the Federal Department of Energy Better Buildings Challenge.

<p>Renewable Energy and Waste-to-Energy Production ▶▶</p>	<p>Strategy A: Increase renewable biogas production at the wastewater treatment plants and Cedar Hills Regional Landfill as a percentage of total available biogas, prioritizing opportunities that reduce GHG emissions and maximize effective utilization of the biogas.</p>
	<p>Strategy B: All new facilities over 200 square feet shall be designed in a manner that considers, and as appropriate installs, the basic infrastructure for the future integration of on-site solar power production and storage.</p>
	<p>Strategy C: Pursue outside grants and other funding opportunities that support integrating renewable energy generation into construction projects, where life-cycle cost-effective.</p>
	<p>Strategy D: Encourage and support community renewable energy projects on County property that are in the best interest of the public and reduce community energy use.</p>
<p>Renewable and GHG-Neutral Energy Consumption ▶▶</p>	<p>Strategy A: Work with local energy utilities and solar energy project developers to increase the generation of County-consumed electricity derived from renewable sources. Create a framework with Puget Sound Energy and Snohomish PUD for the electricity supplied to King County facilities to be carbon neutral.</p>
	<p>Strategy B: In coordination with local energy utilities, cities and community partners, pursue County development of small (kilowatt scale) and large (megawatt scale) County-owned off-site renewable energy generation projects, where life-cycle cost-effective.</p>
	<p>Strategy C: Pursue power supply agreements for the consumption of renewable electricity by County government, when cost effective.</p>
	<p>Strategy D: Pursue progress toward the renewable energy consumption target in the following order of priority: 1) energy efficiency projects; 2) cost-effective renewable energy generation projects and 3) renewable and carbon reduction offset purchases.</p>

➤ **Measure 1:** Normalized* energy use at County facilities, measured in millions of British Thermal Units (MMBTU)

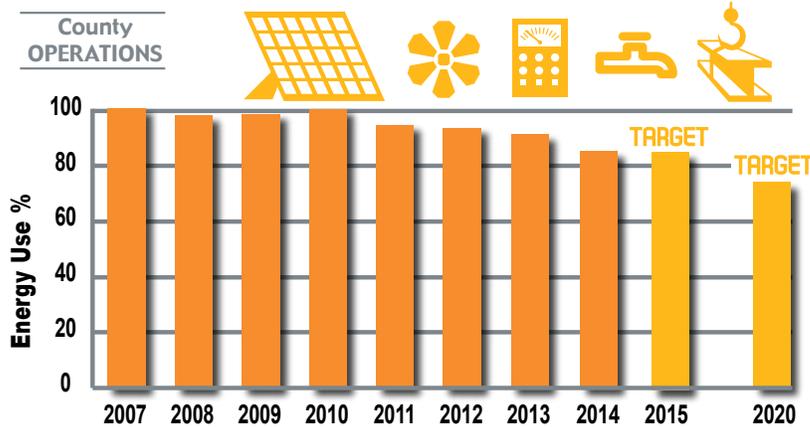
★ **Target 1:** King County will reduce normalized energy use in County owned facilities by at least five percent by 2020 and 10 percent by 2025, as compared to a baseline year of 2014.

* For all use outside of wastewater, to be measured on an energy use per square foot basis, using an Energy Use Index of BTU/sq. ft./degree day. The Wastewater Treatment Division will be normalized for consumed energy, adjusted for weather and wastewater flow.

○ **Status**

Since setting energy reduction goals in 2007, the County has reduced its normalized facility energy use in impacted facilities by more than 15 percent, meeting both its 2012 and 2015 energy reduction goals laid out in the 2010 King County Energy Plan and 2012 SCAP. As of 2015, these efforts are resulting in a financial savings of over \$3 million per year, with a corresponding estimated reduction of GHG emissions of 27,700 MTCO_{2e} per year.

NORMALIZED ENERGY USE IN FACILITIES



Starting in 2015, King County's facility energy use baseline will be updated to add new facilities built since 2007, including the Brightwater Wastewater Treatment Plant.



GHG Emissions Reduction: 2014 GHG emissions associated with King County's government facility energy consumption were 81,900 MTCO_{2e}. Meeting the energy efficiency, renewable energy consumption, and GHG neutral electricity targets (Targets 1, 4 and 5) in this goal area would reduce GHG emissions reduction by an estimated 70,600 MTCO_{2e} to approximately 11,300 MTCO_{2e} per year, a reduction of more than 85 percent.



➤ **Measure 2:** Building energy performance, as measured by the Energy Star Portfolio Manager Tool

★ **Target 2:** By December 31, 2020, all King County government buildings* over 20,000 square feet shall be Energy Star certified.

* Excluding Transit bases, Wastewater Treatment Division facilities, and facilities for which there is not an Energy Star category.

All County agencies that operate buildings not meeting Energy Star performance requirements by December 31, 2016 shall develop a written plan outlining steps for the facility to meet Energy Star certification requirements, including identifying all energy

efficiency projects with a ten year or less simple payback, using the county’s resource Life Cycle Cost Analysis tool. At such buildings, all identified energy efficiency projects with a ten year or less simple payback must be completed by December 31, 2020. Buildings that complete all energy efficiency projects with a ten year or less simple payback, but which do not meet Energy Star criteria, are not required to become Energy Star eligible, but shall continue to identify and implement cost-effective conservation projects. For other 20,000 square foot and larger buildings for which Energy Star categories do not exist, facility per-square-foot energy use will be established, along with energy reduction goals, by December 31, 2016.

○ **Status**

King County government is benchmarking its facilities that are over 20,000 square feet to meet the City of Seattle Benchmarking requirement and to help guide internal energy management work.



➤ **Measure 3:** Amount of renewable and GHG neutral energy produced and consumed as part of government operations.

★ **Target 3: Renewable Energy Production** - Produce renewable energy equal to 100 percent of total County government net energy requirements by 2017 and each year thereafter, excluding the public Transit fleet.

○ **Status**

King County continues to exceed its 2012 goal to produce, use, and/or procure the equivalent of 50 percent of its government energy use from renewable sources. While King County uses some of the renewable energy it generates within its operations, a significant amount of the renewable energy is exported and sold to other partners, for economic reasons and to ensure the best and full utilization of the resources. In 2014, the County was at approximately 57 percent renewable energy production vs. energy consumed (including the Transit fleet), exceeding the 2012 50 percent production goal.



GHG Emissions Reduction: Producing renewable energy equal to 100 percent of total County government net energy requirements by 2017 is estimated to reduce annual communitywide GHG emissions by at least 102,000 MTCO_{2e}, primarily through displacing fossil fuel natural gas use with the County’s biogas that is produced and sold to third parties.

★ **Target 4: Renewable energy consumption** - King County government shall consume renewable energy equal to 70 percent of government operation facility energy consumption by 2020 and 85 percent by 2025.

○ **Status**

In 2014, King County government consumed 64 percent renewable energy, including hydropower and biogas, versus the amount of energy consumed in its facilities.



GHG Emissions Reduction: See the combined GHG emissions reduction benefit of achieving Target 1, 4 and 5 as described after Target 1.

★ **Target 5: Greenhouse gas neutral electricity** - By 2025, King County shall ensure all electricity supplied for its government operations is greenhouse gas neutral.

○ **Status**

In 2014, approximately 71 percent of the electricity consumed by King County government was greenhouse gas neutral.



GHG Emissions Reduction: See the combined GHG emissions reduction benefit of achieving Target 1, 4 and 5 as described after Target 1.

priorityactionsby2020



County Services



Utility Partnerships

✓ **Build utility and other external partnerships.**

✓ Work with local utilities non-profit organizations and private partners to leverage and support existing programs, create new programs, build partnerships, and enhance marketing efforts that increase residential and commercial resource efficiency and renewable energy production activity for existing buildings.



✓ Partner with local utilities and other stakeholders on a countywide commitment to renewable energy resources, including meeting electricity needs while phasing out fossil fuels.

✓ **Support stronger commercial energy codes.** Work with the Regional Code Collaboration (RCC), the City of Seattle Department of Planning and Development, and K4C cities to support stronger state residential and commercial energy codes. Work with the K4C cities to enact commercial energy codes that get the county on track to net zero energy buildings by 2030.



✓ **Expand community efficiency and renewable energy efforts.** The County will expand and build relationships with utilities and other community partners to develop marketing, technical assistance, and financial tools to help citizens and businesses implement resource efficiency projects and generate renewable energy. The County should establish a dedicated position to support community efficiency and renewable energy efforts outlined in this goal area.



✓ **Expand resource efficiency programs for low income residents.** Work through the Department of Community and Human Services and other local housing repair programs to expand the installation of energy and water efficient fixtures and equipment that help reduce utility bills for low income customers. Work with the Washington State Housing Finance Commission to ensure that low-to-moderate income residents in King County are offered programs to make energy and water efficiency improvements to their homes.



✓ **Broaden the EnviroStars program.** The County will support broadening the EnviroStars program to become a Regional Green Business program that provides support for recognizes businesses that have made strides in sustainability such as energy efficiency, purchasing green power, and addressing climate change.



✓ **Reduce the costs of resource efficiency and renewable energy.** Engage with utilities, renewable energy providers, and state elected officials to renew solar production incentives. Work with financial institutions and other external stakeholders to develop loans, legislative action, and financial tools that reduce the costs of implementing resource efficiency and renewable energy projects, such as develop a King County-supported loan program that will be available for King County cities to complete resource efficiency projects in their facilities.



King County's internal Fund to Reduce Energy Demand (FRED) program is providing loans to county agencies for energy projects. For example, the FRED program will allow the Facilities Management Division (FMD) to invest more than \$1.4 million in projects during 2015 and 2016, including at the pictured Maleng Regional Justice Center. These projects have also received more than \$560,000 in grant funding from outside partners and will save an estimated \$120,000 annually in utility costs.

✓ **Create a building energy disclosure ordinance framework.**



In coordination with the K4C cities, set a preferred framework for building energy disclosure ordinances in the county's unincorporated areas and incorporated cities, similar to the City of Seattle's energy disclosure ordinance. This framework shall include marketing to align facilities with information about utility incentives and other resources to improve energy performance.

County Operations



County Facilities

✓ **Benchmark County energy performance.** By the end of 2016, King County will benchmark and publish energy performance and GHG emissions of its government facilities. This effort will be completed through use of the Environmental Protection Agency Portfolio Manager tool or other benchmarking appropriate to the facility type.

✓ **Maximize energy efficiency in new King County facility projects.** All King County government capital projects with energy-consuming equipment shall meet the equivalent energy performance of the city with the most stringent energy code in the county. Minimize energy use in buildings during capital projects through the consistent implementation of Green Building and Sustainable Development policy, Ordinance 17709.



The Weyerhaeuser King County Aquatic Center leveraged more than \$1.3 million in external funding for energy efficiency upgrades.

Renewable and GHG-Neutral Energy Consumption

- ✓ **Greenhouse gas neutral electricity for government operations.** By 2025, ensure the electricity consumed by King County government’s operations is 100 percent greenhouse gas neutral.

ACCOUNTABLE AGENCIES

The [Department of Natural Resources and Parks](#), the [Department of Transportation](#), and the Department of Executive Services, [Facilities Management Division](#) are the overall leads for this goal area. King County’s interdepartmental Energy Task Force and Energy Strategy Team play a coordinating and oversight role in guiding and implementing county government energy strategies, activities, and investments.

To meet the County’s long-term energy reduction goals, every County agency must play a role. Yet, agencies will contribute toward goals in varying degrees because of disparate opportunities that may be the result of significant or deficient past investments, impending expenditures or capital investments, regulatory requirements, and the resource intensity of operations. Staff will continue to collaborate on energy efficiency activities to help highlight the best opportunities and to learn from past endeavors.

For renewable energy, the [Solid Waste](#) and [Wastewater Treatment Divisions](#) will continue to be the major generators of renewable energy from county government waste resources, with contributions from other agencies.

Goal Area 3: GREEN BUILDING



The Glidehouse is a net-zero energy home located on Vashon Island in unincorporated King County.

KEY TAKEAWAYS

- ▶ Building and facility energy use is the region's second largest source of GHG emissions.
- ▶ Roughly two-thirds of all of King County's built environment in 2050 is expected to be constructed between 2007 and 2050; this redevelopment offers a critical opportunity for GHG emissions reductions.
- ▶ Local green building efforts build on decades of leadership, including recent projects that demonstrate how to meet the County's long-term climate targets, such as the Bullitt Center, a Living Building commercial office building located in Seattle, and the net zero energy Glidehouse, a single family home in unincorporated King County on Vashon Island.
- ▶ This goal area outlines King County's commitment to:
 - Partner with cities and the building community to achieve net zero GHG emissions in new buildings by 2030.
 - Support King County's permit customers to inform them about and encourage the inclusion of green building strategies
 - Implement the highest green building and sustainable development standards and strategies for King County-owned buildings and infrastructure.

INTRODUCTION

Goal Area 3: Green Building is a new section of the 2015 SCAP. It builds on and complements **Goal Area 2: Buildings and Facilities Energy** which is focused on increasing the efficiency and reducing GHG emissions of existing King County government buildings and throughout King County.

This chapter includes King County’s green building and sustainable development commitments at three scales: (1) for new construction, additions, retrofits and remodels built by customers, businesses and residents in unincorporated King County; (2) for regional green building collaborative actions; and (3) for building and infrastructure projects owned and operated by the County.

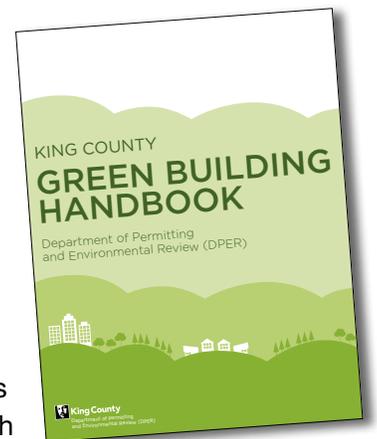
CURRENT COUNTY ACTIONS AND PROGRAMS

County Services



Education and Partnerships

- Green Building Education with Unincorporated Area Customers.** In 2014, the Department of Permitting and Environmental Review (DPER) published a new Green Building handbook, which is a helpful guide to inform unincorporated area customers about using green building techniques. The handbook and associated green sheets encourage customers to make decisions that will save energy and reduce costs. The handbook is a key component of DPER’s green building educational efforts with customers and unincorporated area residents.
- Construction and Demolition Program (C&D).** King County provides the tools and assistance needed to help obtain the highest diversion rates possible on construction, demolition, and deconstruction projects. Tools available include jobsite waste guidelines, waste management plan and report templates, sample waste recycling specifications, directory of local construction waste recyclers, and more. Available assistance includes presentations to jobsite workers on building material reuse, salvage, and recycling; site visits to assess diversion options; and research on recycling options for hard to recycle commodities.



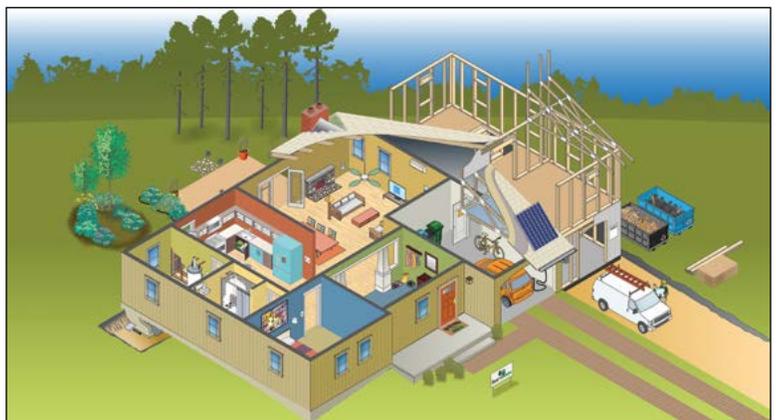
DPER Green Building handbook is a guide to inform King County customers about using green building techniques.



Development Codes and Certification Programs

- Regional Code Collaboration and Partnerships with King County Cities.** The Solid Waste Division’s GreenTools Program supports and provides resources to the cities within King County through the Sustainable

The award winning EcoCool Remodel Tool is a free green building resource available to all cities and residents.



Cities program and the Regional Code Collaboration (RCC). The Sustainable Cities program consists of a free, web-based network of tools, and resources, as well as a monthly peer-to-peer Roundtable forum to support a municipality’s role in making green building a priority and a reality. This program also helps to bridge the gap by providing education specifically regarding third party ratings systems to cities that may not have the capacity to do so on their own.



- **Support Third Party Development and Green Building Programs.** King County supports diverse third party green building certification programs to increase the value of green buildings, to help build regional capacity to implement green building programs, and to support verification of the environmental benefits of such programs. Promotion and support is delivered in the form of technical assistance to and in partnership with: community forums, conference participation, code development, training development, pilot projects, research and sponsorships of programming. These programs and certifications include LEED, Built Green, the Living Building Challenge, Evergreen Sustainable Development Standard (ESDS), Salmon Safe, Sustainable Sites Initiative and Envision in partnership with the Master Builders Association, Cascadia Green Building Council, International Living Future Institute, WA State Department of Commerce, and the Northwest EcoBuilding Guild.



Green Building and Sustainable Development Standards

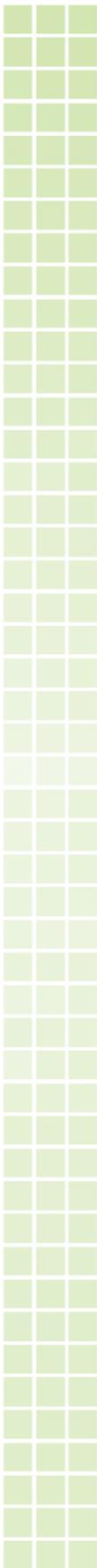
- **Affordable Housing and Green Building.** In 2014, King County committed \$6.4 million to build more than 400 units of housing, providing equitable access to sustainably-built housing serving seniors, people with disabilities, homeless young adults, veterans, and chronically homeless people. These units will meet the green building requirements of the Evergreen Sustainable Development Standards, which emphasize energy and water efficiency, tenant health, and long-term sustainability resulting in GHG emission reductions.



- **Community Development.** The King County Community Development Program supports sustainable development in the projects it funds, such as replacing inadequate sidewalks in neighborhoods, rehabilitating deteriorated buildings, and replacing crumbling water lines. This results in increasing walkability and encouraging climate-friendly forms of transportation, extending the useful life of buildings and preserving embodied energy, and saving water. These investments not only serve underrepresented populations but also contribute to reducing community emissions.



The South Kirkland Park and Ride (SKPR) Transit Oriented Development (TOD) embodies green building and sustainable development. It includes Velocity, 58 affordable housing units (building on right), Polygon mixed use development with 183 market rate housing and commercial space (middle building), and 530 stall garage and transit facility (not pictured).



County Operations



- Green Operations and Maintenance.** The King County Green Operations and Maintenance Guidelines Handbook provides a standard level of sustainable operations and maintenance for all County facilities. It serves as resource for existing facilities to improve on energy and water efficiency, recycling, and environmentally preferable products.
- Green Building Ordinance.** King County is committed to achieving the highest standards of green building and sustainable development for its facilities. A key purpose of the Green Building Ordinance 17709 (GBO) is to ensure that the planning, design, construction, remodeling, renovation, maintenance and operation of any King County-owned and financed capital project is consistent with the highest green building and sustainable development practices. It includes high performance goals to achieve a Platinum level rating for LEED or Sustainable Infrastructure Scorecard projects. King County is the second jurisdiction in the country to legislate this high standard. The GBO also established minimum performance requirements for the County’s own capital projects that include meeting the energy and climate goals and performance requirements as directed in the SCAP. Other minimum performance requirements are to meet the King County Surface Water Design Manual Standards and to meet the targeted diversion rates for construction and demolition materials.



A stretch of NE Novelty Hill Road project near Perrigo Park that includes porous asphalt shoulders and Low Impact Development strategies.

Recommendations from the 2014 King County Auditor’s GBO Performance Audit are being implemented. This includes establishing standardized units for reporting requirements that align with the County’s SCAP and other sustainability plans, updating guidelines to advance sustainability goals, ensuring resource life cycle cost analysis model follows best practices, and clarifying definitions and cost limits for LEED certification. In addition, a system for collecting, verifying, analyzing and communicating data reported is underway. Performance related to the 2014 implementation of the GBO is presented in Appendix D.

- Local Government Staff Training.** Solid Waste Division’s GreenTools Program continues to conduct trainings and Roundtables covering a wide variety of cutting edge green building topics: such as the 5th Anniversary of Sustainable Cities, the updated GBO, Sustainable Infrastructure Scorecard, annual green building reporting, ecocharrettes and Integrative Process, Resource Life Cycle Cost Analysis, greenhouse gas emissions calculation and mitigation, and construction and demolition materials diversion. These trainings were available to King County and cities staff at no cost and were attended by more than 900 employees in 2014.

goals strategies measures & targets

K4C Pathway: Achieve net zero GHG emissions in new buildings by 2030.



County Services



Goal: Reduce energy use and GHG emissions associated with new construction and renovations in commercial and residential buildings built in King County.

CATEGORY	STRATEGIES
Education and Partnerships ▶▶	Strategy A: Provide educational programs and materials to unincorporated area customers on green building and sustainable development practices and resources.
	Strategy B: Provide training to King County and city permitting staff to enable them to better educate their customers about green building, retrofit, and remodel strategies and certifications and to achieve smooth implementation of updates to energy, water, C&D diversion, and other green building codes.
	Strategy C: Support education programs related to green building, retrofit and remodel-related strategies and certification programs to architecture, engineering, and construction industries.
	Strategy D: Develop partnerships with financial and real estate communities to inform them about green certified buildings and to increase funding for and enhance values of certified green building projects.
Development Codes and Certification Programs ▶▶	Strategy A: Support state and federal green building-related code development and improvements through forums such as the Washington State Building Code Council.
	Strategy B: Support and increase the rigor of local, regional, statewide, and national voluntary green building programs and certifications.
	Strategy C: In unincorporated areas, adopt or update and implement energy, water, C&D diversion, and other green building codes that are appropriate, ambitious, and achievable. ¹
	Strategy D: Participate and help support the RCC leading the way to “net zero carbon” buildings through innovation in King County-owned facilities and partnerships with cities, recognizing that the County will adopt appropriately tailored codes for the unincorporated areas.

¹ Under current state law, King County may not amend state energy codes addressing single-family residential or multifamily of 4 or less units.

CATEGORY	STRATEGIES
Development Codes and Certification Programs ▶▶	Strategy E: Affordable housing projects fully or partially funded by King County will utilize the Evergreen Sustainable Development Standard.
	Strategy F: Develop and use, as appropriate, requirements and incentives to incorporate green building standards into County leases and permits for construction on land leased by the County to others.

▶ **Measure 1:** Percent of new single and multi-family residential homes in all King County certified by local green building standards.

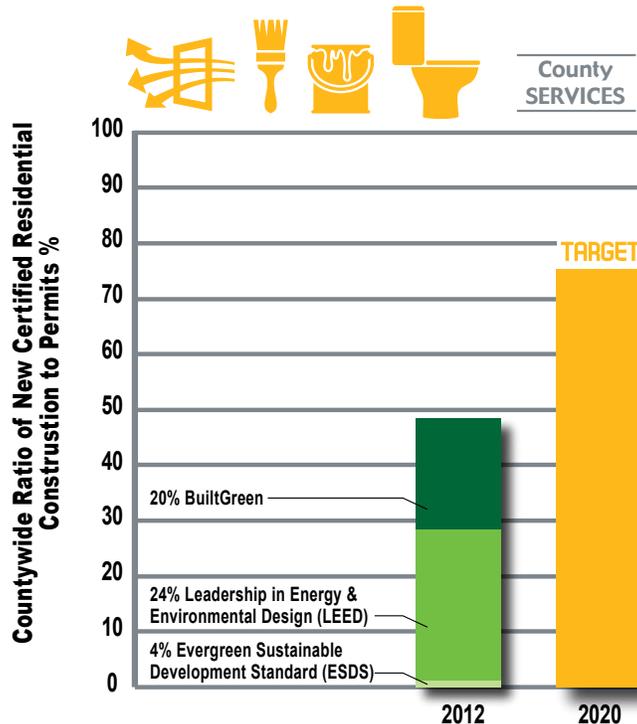
★ **Target 1:** By 2020, 75 percent of new developments achieve: Built Green 5 Star or better, Living Building Challenge, high level Evergreen Sustainable Development Standard, LEED Platinum, or equivalent green building certification or development code.

★ **Target 2:** By 2030, 100 percent of new developments achieve Built Green Emerald Star, LEED Platinum, Living Building Challenge, or equivalent green building certification or development code that achieves net zero GHG emissions, consistent with the K4C Pathway to achieve net zero GHG emissions in new buildings by 2030.

○ **Status**

In 2014, 48% of new residential development in King County achieved Built Green, LEED for Home, or Evergreen Sustainable Development Standard (ESDS) certifications.

GREEN BUILDING RESIDENTIAL CERTIFICATION



GHG Emissions Reduction: Quantifying the GHG emission reduction benefits from green building certified projects is identified as a 2015 SCAP Priority Action moving forward. In King County, the built environment is associated with roughly 35 percent of geographic-based GHG emissions. Buildings certified to LEED Gold or higher standards reduce energy-related GHG emissions by at least 18 percent to 39 percent.

Note: Goal Area 2: Buildings and Facilities Energy includes a countywide measure and target focused on reducing energy use in existing buildings by 25 percent below 2012 levels by 2030.



Goal: King County-owned buildings and infrastructure will be built, maintained and operated consistent with the highest green building and sustainable development practices.

CATEGORY	STRATEGIES
<p>Green Building and Sustainable Development Standards ▶▶</p>	<p>Strategy A: For all capital projects, evaluate and strive for a Platinum level using the LEED Rating System, Sustainable Infrastructure Scorecard, or approved alternative rating system.</p>
	<p>Strategy B: Achieve performance requirements for energy, GHG emissions, stormwater management, and C&D materials diversion.</p>
	<p>Strategy C: All divisions utilize the Green Operations and Maintenance Guidelines Handbook to achieve a standard level of green operations and maintenance in existing capital assets.</p>
	<p>Strategy D: Provide training and technical assistance to projects, project managers, and County staff on green building strategies and certifications, operations, maintenance, C&D diversion, and reporting requirements.</p>
	<p>Strategy E: Develop and institutionalize a reporting system for early project review and post project verification, and track green building achievements and environmental benefits such as GHG, energy, water, and resource material savings.</p>
<p>Net positive County buildings and infrastructure ▶▶</p>	<p>Strategy A: All County capital programs are required to evaluate their project portfolios for opportunities to achieve net zero GHG emissions through programs such as the Living Building Challenge, Living Communities Challenge, Net Zero Energy, Envision, or EcoDistrict.</p>
	<p>Strategy B: Increase water efficiency and conservation, and reduce purchased water consumption through appropriate reuse of wastewater effluent, reclaimed water, stormwater, and harvested rainwater.</p>

➤ **Measure 1:** Percentage of King County-owned capital projects achieving a Platinum level certification using the LEED or Sustainable Infrastructure Scorecard green building rating systems.

★ **Target 1:** By 2020, 100 percent of King County projects achieve Platinum certification or better.

★ **Target 2:** By 2030, 100 percent of King County projects achieve certifications that demonstrate a net zero GHG emissions footprint for new facilities and infrastructure.

○ **Status**

In 2014, 22 percent of King County owned completed capital projects achieved either LEED or Sustainable Infrastructure Scorecard Platinum certifications. The majority of projects completed in 2014 were designed before King County's new Platinum certification goal became a requirement in August 2014.



GHG Emissions Reduction: Quantifying the GHG emission reduction benefits from green building certified projects is identified as one of the SCAP priority actions. Buildings certified to LEED Gold or higher standards reduce energy related GHG emissions by at least 18 percent to 39 percent.

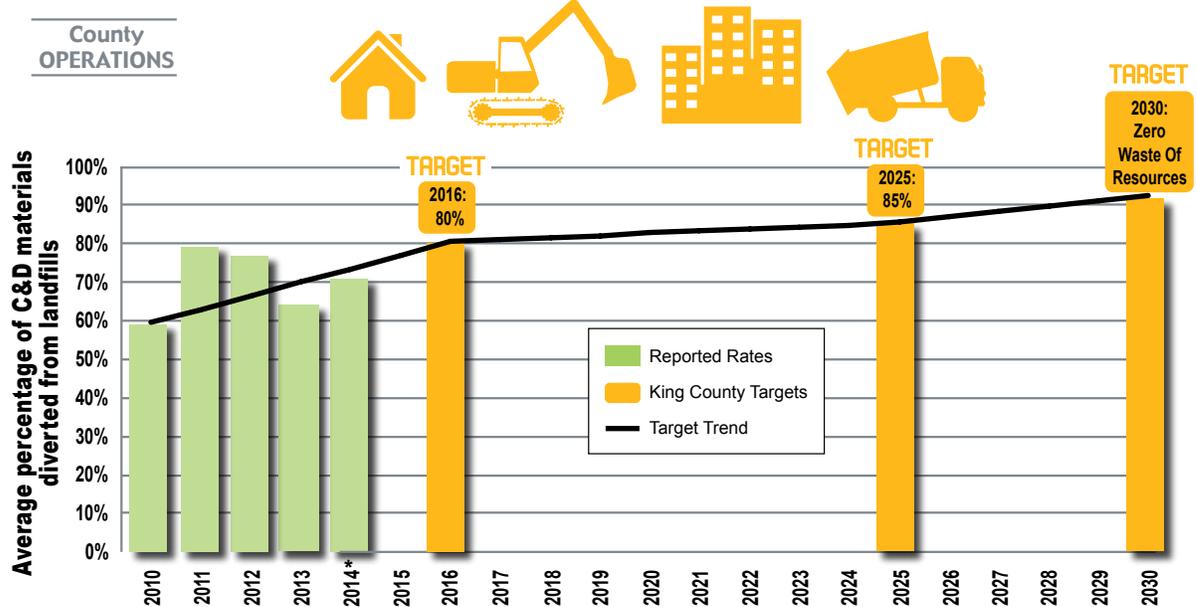
➤ **Measure 2:** Average percentage of C&D materials diverted from landfills from County capital projects.

★ **Target 3:** 80 percent C&D diversion rate by 2016, 85 percent C&D diversion by 2025, 92 percent (Zero Waste of Resources with Economic Value) by 2030.

○ **Status**

For the completed projects in 2014 that reported on C&D diversion information, the average C&D diversion rate was 71 percent; the total amount diverted was 33,267 tons.

CONSTRUCTION & DEMOLITION DIVERSION RATES



*2014 data reflects diversion rates for completed projects, while 2010-2013 reflect average diversion rates from projects that were either completed or in progress.



GHG Emissions Reduction: In 2014, C&D diversion, from projects that reported, reduced GHG emissions by approximately 800 MTCO₂e.



Education and Partnerships

✓ **Engage with unincorporated customers.** The Department of Permitting and Environmental Review (DPER) will develop an on-going, free educational program promoting green building and sustainable practices and offering resources to new construction and remodeling customers in unincorporated King County.

✓ **Partner through the RCC.** In partnership with cities and counties from across Puget Sound, lead and participate in the RCC to develop stronger and more consistent development codes for green building, which include: solar readiness, water efficiency, construction and demolition, Low Impact Development, and in support of the Living Building Challenge, Living Communities Challenge and EcoDistricts.



Additionally, partner through the RCC to collaborate, recommend and advocate for stronger state energy codes.



Executive Dow Constantine presenting City of Shoreline representatives with Green Building Award at 5th Anniversary of Sustainable Cities Roundtable.

✓ **Quantify the GHG impacts of commercial and residential rating systems.**

King County will create research opportunities with community partners to quantify the GHG emissions reduction benefits of building to various green building standards, including Built Green, LEED, Envision, King County’s Sustainable Infrastructure Scorecard, and Evergreen Sustainable Development Standards. King County will also develop an education and outreach strategy for sharing the results of this work communitywide.



Development Codes and Certification Programs

✓ **Propose strong green building codes where King County has jurisdiction.** By the end of 2017, for unincorporated areas,² DPER will prepare proposed code updates, informed by RCC recommendations, for solar readiness, construction and demolition, and energy efficiency, and prepare a demonstration ordinance for Living Building Challenge certification, with appropriate tailoring for the kinds of new development and major redevelopment occurring in unincorporated King County. Pending King County Council approval, DPER will implement these updated codes.



² About 250,000 residents live in unincorporated areas of the county, for whom King County is their local government service provider. DPER issues permits for properties located in these unincorporated areas and enforces County land use and building codes.

- ✓ **Update C&D recycling requirements.** Pending King County Council approval of a proposed C&D ordinance, projects in unincorporated King County will be required to meet C&D diversion performance requirements by the end of 2017. Proposed requirements include the submission of a C&D materials diversion report, C&D material going from job sites to designated C&D facilities, and jobsites having a minimum of two bins on-site (one for recyclable materials and one for non-recyclable waste).


- ✓ **Redevelop System for Managing Construction and Demolition Waste.** Propose an ordinance that promotes recycling of construction and demolition (C&D) materials, while ensuring waste is managed in an environmentally sound manner. The legislation will continue the current practice of contracting with private sector facilities for managing C&D debris generated within the service area and implements bans on readily recyclable materials.


- ✓ **Develop pre-approved code packages.** DPER will identify, research, and develop three pre-approved packages of green building techniques and sustainable materials that make it easier for unincorporated area customers, who are mostly residential and small commercial property owners, to pursue energy efficiency and green building. The three pre-approved packages will address energy, building, and exterior/site work. These packages will improve customer convenience, reduce customer costs, speed permit processing, and can help diversify and broaden the use of green building techniques among residents. One pre-approved package will be ready for use starting in 2016, one in 2017 and one in 2018; DPER will also track use of pre-approved packages on an annual basis.




County Operations 

Green Building and Sustainable Development Standards

- ✓ **Implement the King County Green Building Ordinance.** Require all County capital projects to strive for a Platinum level using the LEED rating system, King County’s Sustainable Infrastructure Scorecard, or an approved alternative rating system.


- ✓ **Incorporate sustainability in operations and maintenance (O&M).** By 2017, King County will incorporate new green O&M practices in each division’s line of business by implementing King County’s Green Operations and Maintenance Guidelines Handbook.



Solid Waste Division’s Bow Lake Recycling and Transfer Station located in Tukwila achieved a LEED Platinum level certification featuring renewable energy, water reclamation and reuse system, and Forest Stewardship Council (FSC) certified wood.

✓ **Reduce County water use.** King County will establish a water use baseline and reduction target for County facilities and operations that are currently monitored for water usage by the end of 2015 and will obtain comprehensive water data and set reduction targets for County accounts and facilities not currently monitored by end of 2020. To meet these water use reduction targets, each King County division will develop water conservation plans, including considering use of non-potable water supplies, by end of 2017.

✓ **Research and Develop Green Leasing Recommendations:** The County will research private and public sector models for “Green Leasing” incentives, standards, and requirements and make recommendations for provisions that could be tailored for application to leases for long-term tenants of King County-owned properties and facilities. The intent of these provisions is to improve energy efficiency, reduce GHG emissions, and reduce water use by tenants of County-owned buildings and property.



Net Positive County buildings and infrastructure

✓ **Develop net zero energy and Living Building challenge projects.** By 2020, King County will identify and will make substantial progress in the design, construction or certification process for at least 10 new County construction or retrofit projects that will achieve Net Zero Energy or Living Building Challenge certification.



✓ **Research tools to increase net positive and Living Building challenge projects.** Local buildings built to the highest green building levels such as Net Zero and Living Building projects are rare. The RCC will research cost barriers and incentive opportunities to increase the number of projects that perform to these highest standards. As part of its leadership of the RCC, King County will work with K4C and other cities on their adoption of codes allowing these kinds of projects.



PHOTO COURTESY OF NIC LEHOUX

The Bullitt Center located in Seattle is a certified Living Building Challenge project and the greenest commercial office building in the world, producing energy and water needs and stormwater management onsite resulting in GHG emissions reductions. The GreenTools Program, Public Health Seattle-King County, and the Wastewater Treatment Division worked with the project members on water, wastewater and permit related issues.

ACCOUNTABLE AGENCIES

The [Department of Permitting and Environmental Review](#) (DPER) is responsible for promoting and permitting green building and sustainable techniques used by builders in unincorporated King County. Included in this work is a strong education program, such as [DPER's Green Building Handbook](#), for unincorporated property owners as well as work to develop and implement strengthening code amendments, as adopted by the King County Council. [Seattle-King County Public Health](#) works with builders and residents to reduce water usage throughout the County.

The Department of Natural Resources and Parks' [Solid Waste Division](#) (SWD) hosts the [GreenTools Program](#) which supports and provides resources to 38 cities within King County through the [Sustainable Cities](#) program and the Regional Code Collaboration. It offers the [Eco-Cool Remodel Tool](#) as an interactive internet tool for countywide residents and builders to explore using green building techniques.

King County's interdepartmental Green Building Team plays a coordinating and oversight role in guiding and implementing the [Green Building Ordinance](#) as it relates to county government operations and communitywide green building efforts. Every county agency that manages county capital assets and/or has an impact on county owned or communitywide built environment, must play a role. Yet, agencies will contribute toward goals in varying degrees because of disparate opportunities that may be the result of: significant or deficient past investments, impending expenditures or capital investments, regulatory requirements, and the resource intensity of operations. Staff will continue to collaborate on green building and sustainable development activities to help highlight the best opportunities and to learn from past endeavors.

The [Department of Executive Services' Facilities Management Division](#) (FMD), [Department of Transportation](#) (DOT), and [Department of Natural Resources and Parks](#) (DNRP) integrates sustainability and green building techniques to reduce GHG emissions and energy usage in County-owned facilities on an ongoing basis. The [Department of Executive Services' Finance and Business Operations Division](#) supports green building practices through its [Environmental Purchasing Program](#) and [Procurement Services](#). The [Department of Community and Human Services](#) implements the Green Building Ordinance requirements for affordable housing projects, and other capital projects funded by the County.

Goal Area 4: CONSUMPTION AND MATERIALS MANAGEMENT



Goal Area 4: CONSUMPTION AND MATERIALS MANAGEMENT

KEY TAKEAWAYS

- ▶ GHG emissions associated with local consumption, including from the production, transport, use and disposal of goods, food and services, are more than twice the total GHG emissions that physically occur inside King County’s geographic borders. This underscores the importance that sustainable purchasing, reducing waste, reusing goods, and recycling after use can have on reducing GHG emissions.
- ▶ At a county services scale, this goal area presents ambitious commitments to prevent waste and recycle more. King County aims to increase the countywide recycling rate from 53 percent to 70 percent by 2020, which will require King County and all its regional partners to improve their efforts:
 - The Solid Waste Division (SWD) will support development of frequency and separation policies for curbside collection of garbage, recyclables and organics in the unincorporated area.
 - The SWD will develop a zero-waste competitive grant and explore development of an incentive-based tip fee disposal policy that rewards jurisdictions who are on track to reach the 70 percent recycling rate.
 - The SWD will consider the safety and effectiveness of banning recyclable materials from transfer stations and the Cedar Hills Regional Landfill.
- ▶ As it relates to government operations, GHG emissions associated with County purchases of goods and services, including construction services, are the single largest source of GHG emissions; GHG emissions associated with fugitive methane emissions at the Cedar Hills Regional Landfill and King County-owned closed landfills are also significant.
- ▶ At the government operations scale, this goal area outlines the County’s commitments to:
 - Update the County’s Environmental Purchasing Policy to address GHG emissions reductions in purchases.
 - Buy energy-efficient computers and servers.
 - Ban self-haul disposal at transfer stations of key materials that are readily recyclable.
 - Pursue best-in-industry standards and initiatives that improve landfill gas collection efficiencies, reduce landfill gas fugitive methane emissions, and maximize renewable energy potential of landfill biogas.

INTRODUCTION

The purchase, use, and disposal of goods and services by King County residents, businesses, and governments are associated with significant GHG emissions. These emissions can occur at all stages of a product’s life cycle, from resource extraction, farming, manufacturing, processing, transportation, sale, use, and disposal.

In 2012, the County published two complementary GHG emissions inventories: one focused on emissions produced within the geographic boundaries of the County, and one measuring emissions from goods and services consumed within the County. The latter, a ‘consumption-based inventory’, showed annual emissions of more than double the total of the ‘geographic-based inventory’.

As a major employer and service provider in the region, King County government is also a major consumer. Purchased goods and services, especially construction-related services, account for roughly 45 percent of the County’s operations-related GHG emissions. GHG emissions from the Cedar Hills Regional Landfill and King County owned closed landfills contribute an additional 10 percent of the operational GHG emissions.

King County is including many county operations strategies in this update that will ensure that our purchasing practices will help us to minimize GHG emissions. These strategies include updating the internal environmentally preferable purchasing policy, recommending that workstation purchases are consuming the least amount of energy while meeting business needs, and maximizing the transition from individual computer servers to standard virtual environments (SVE) and increasing use of Cloud environments.

CURRENT ACTIONS AND RECENT ACCOMPLISHMENTS

Residents, businesses, and governments can reduce GHG emissions associated with goods and services by choosing sustainable options, reducing the amount they purchase, reusing goods when possible, and recycling after use.

The Solid Waste Division (SWD) plays important roles related to solid waste, recyclables and organics collection, transfer, and disposal. The SWD also implements a number of waste prevention and recycling programs. Separately, through its Environmental Purchasing Program, King County is also working to reduce the impacts of its operations by purchasing recycled content, resource efficient, and more durable products.

County Services



Community Waste, Reuse, and Recycling

- Communitywide Curbside Recycling.**
 Solid Waste Division is responsible for ensuring curbside recycling services are provided in the unincorporated areas and for providing regional education and outreach to support curbside recycling efforts throughout the county with the exception of the City of Seattle. The Solid Waste Division worked with one of its haulers that services the unincorporated areas to place educational tags



Residents compete to recycle more than their neighbors in their curbside carts.

on curbside carts to remind customers how to properly sort recyclables, food and yard waste. The result was a marked increase in recycling on the routes where carts were tagged. In 2014, 280,000 tons of recyclable materials were collected by private hauling companies at the curb, and the single- and multi-family recycling rate in unincorporated King County increased from 43.9 percent in 2013 to 44.5 percent in 2014.

- **Recycling Infrastructure.**

The Solid Waste Division provides recycling collection at its transfer stations. There were significant increases in transfer station recycling in 2014 due in part to a pilot resource recovery effort at the Shoreline Recycling and Transfer Station, which resulted in an additional 1,533 combined tons of cardboard (196 tons), metal (596 tons), and clean wood (741 tons) recycled, an increase of two and half times year over year.

- **Waste Prevention Outreach.** The average single-family household in King County throws away 390 pounds of edible food each year. Due in part to the high GHG emissions impact of food production, a recent major focus of the Solid Waste Division’s educational efforts has been focused on reducing food waste. In 2014, the **Food: Too Good to Waste** program recruited residents to take part in a four-week challenge to reduce wasted food. The challenge involved reducing and tracking food waste each week. Participants achieved a 37 percent reduction in their food waste.



Resident committing to reduce food waste as part of the Solid Waste Division’s Food Too Good To Waste program.

- **Developing Markets for Reuse and Recycling.**

The Solid Waste Division’s LinkUp program has facilitated the development of the market for recycled asphalt shingles (RAS). Four agencies in Washington are now using hot mix asphalt containing RAS, including King County Road Services Division and Solid Waste Division, the City of Bellevue, and WSDOT. Recently WSDOT made the use of RAS a standard specification, so the use of the material is approved for any WSDOT project, and any other public or private projects that use WSDOT’s specifications.



- **Construction and Demolition Diversion.** The C&D program, which provided technical assistance and best management practices training, aims to divert C&D materials from building projects from the landfill at a rate of 80 percent by 2016, 85 percent by 2025 and 92 percent by 2030. Seventy-one percent of C&D materials were diverted in 2014. Refer to the Goal Area 3: Green Building for measures and targets associated with C&D.



County Operations



Purchasing

- **Environmentally Preferable Purchasing.** The Environmentally Purchasing Program provides County personnel with information and technical assistance to help them identify, evaluate, and purchase economical and effective environmentally preferable products and services.

In 2014, King County’s Environmental Purchasing Program played leadership roles in EPA West Coast Climate and Materials Management Forum’s development of a “Climate-Friendly Toolkit” and in the Sustainable Purchasing Leadership Council’s “Guidance in Leadership for Sustainable Purchasing” version 1.0 document, by serving on technical advisory committees. These organizations focus on advancing sustainable purchasing efforts broadly and sharing best practices.

- **Server Virtualization.** County agencies led by the **Department of Information Technology** have been transitioning its computer servers from stand-alone to Standard Virtual Environments. The County achieved significant progress in 2014 and is on target to reach the 70 percent target by the end of 2015.

Landfill Biogas

- **Cedar Hills Regional Landfill (CHRLF).** The Solid Waste Division owns and operates the CHRLF, one of the largest municipal solid waste landfills in the Pacific Northwest, located within a 920 acre site. It serves 37 of the 39 cities in King County, (except Seattle and Milton), and receives approximately 2,500 tons of refuse every day.

In 2014, improvements were made to the already advanced landfill gas capture system in Areas 5 and 6 of the landfill. New liner was installed on top of the deposited refuse, using 4,400 feet of additional gas pipelines and 125,000 cubic yards of compacted soil to seal and expedite settlement. These improvements have been effective in increasing the captured landfill gas by 4 percent, which equals 400 additional cubic feet per minute.



Compacting garbage at the Cedar Hills Regional Landfill

goals strategies measures & targets

K4C Pathway: By 2020, achieve a 70 percent recycling rate countywide; by 2030, achieve zero waste of resources that have economic value for reuse, resale and recycling.



County Services



Goal: King County will encourage and support behaviors, purchasing, and waste management strategies that minimize the life-cycle impacts of consumption and materials by the community.

CATEGORY	STRATEGIES
Waste Prevention, Reuse, and Recycling ▶▶	Strategy A: Conduct an outreach campaign and provide incentives and support to increase communitywide recycling and composting.
	Strategy B: Partner with haulers and recycling and composting businesses to increase productive reuse and recycling of materials.
	Strategy C: Develop a zero waste of resources grant program to incentivize reuse and recycling.
	Strategy D: Develop, expand, and support markets for reused and recycled products and for County-produced renewable resources.
	Strategy E: Provide tools and support to King County schools and other partners to improve waste prevention, resource conservation and efficiency efforts.
	Strategy F: Provide every-other-week garbage collection, require separation of garbage, recyclables and organics, including the cost of organics collection for all customers.
Recycling and Transfer Stations ▶▶	Strategy A: Implement self-haul disposal bans of specified materials at transfer stations that provide recycling collection. Materials include wood, metal, cardboard, paper and yard waste.
	Strategy B: Engage customers at Recycling and Transfer Stations through enhanced customer assistance and signage.
	Strategy C: Add collection at Recycling and Transfer Stations of additional materials not widely available for collection elsewhere such as expanded polystyrene, plastic film, tires and mattresses.

► **Measure 1:** Recycling rates in King County’s solid waste service area (all cities in King County except Seattle and Milton).

★ **Target 1:** By 2030, zero waste of resources that have economic value for reuse or recycling.

○ **Status**

Sixty-three percent of material disposed at the Cedar Hills Regional Landfill in 2013 was readily recyclable. Programmatic efforts continued on these materials including food waste, traditional curbside recyclables, metal, wood, and yard waste.



GHG Emissions Reduction: Reaching the 2030 target of zero waste of resources would result in a GHG emissions reduction of approximately 2.1 million MTCO₂e annually.

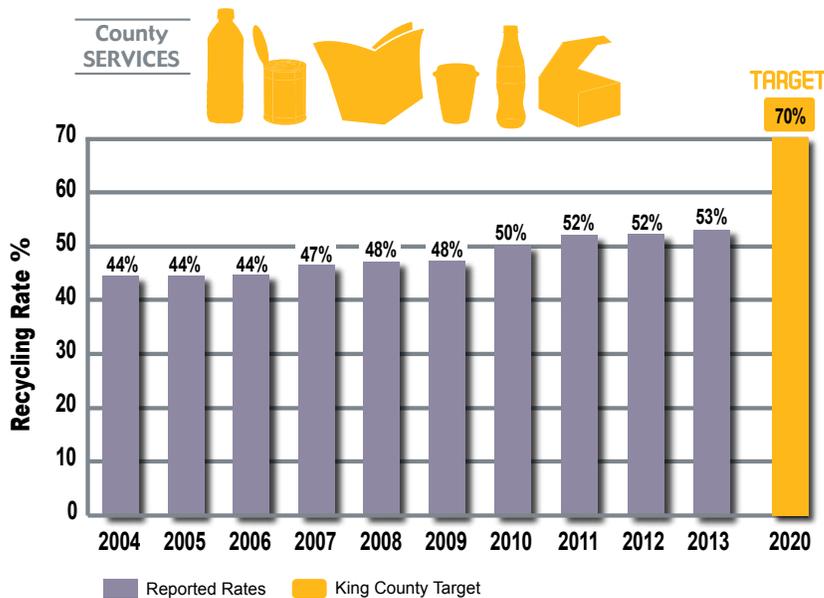
★ **Target 2:** By 2020, 70 percent recycling rate of materials collected in King County.



○ **Status**

KING COUNTY RECYCLING - OVERALL RATE

(EXCLUDING SEATTLE & MILTON)



GHG Emissions Reduction: The 2013 recycling rate represented more than 945,000 tons of recycling collected from residents and business resulting in a GHG emissions reduction of 1.5 million MTCO₂e when compared to no recycling. Achieving the target would reduce GHG emission by approximately 1,332,400 MTCO₂e in 2020.



► **Measure 2:** Tons recycled at King County solid waste transfer stations.

★ **Target 3:** By 2020, recycle 60,000 tons of key materials including yard and wood waste, metal, cardboard and paper.

○ **Status**

In 2014, 13,700 tons of materials were recycled, a 44 percent increase from 2013. This

is due to the opening of Bow Lake Recycling and Transfer Station, new policies in scrap metal recycling, and a resource recovery pilot at Shoreline.



GHG Emissions Reduction: Recycling at transfer stations resulted in GHG emissions reductions of approximately 12,000 MTCO₂e in 2014.

County Operations



Goal: King County will minimize operational resource use, maximize reuse and recycling, and choose products and services with low environmental impacts.

CATEGORY	STRATEGIES
Waste Prevention, Reuse, and Recycling ▶▶	Strategy A: Minimize the use of resources such as water, office supplies, and building materials.
	Strategy B: Maximize the reuse and repurposing of government operations byproducts.
	Strategy C: Maximize recycling and composting of materials from County facilities.
	Strategy D: Maximize the energy efficiency and resource reduction of computer workstations and servers.
Sustainable Purchasing ▶▶	Strategy A: Buy and promote use of recycled and other environmentally-preferable products and services whenever practicable.
	Strategy B: Require contractors and consultants to use recycled and other environmentally preferable products and services whenever practicable.
	Strategy C: Engage in the development of sustainable product and services standards, certifications and labeling.
Landfill Gas ▶▶	Strategy A: Maintain and improve best-in-industry standards for landfill gas collection systems.
	Strategy B: Maximize renewable energy potential of landfill biogas at the Cedar Hills Regional Landfill and closed landfills.

► **Measure 1:** Total amount of copy paper purchased.

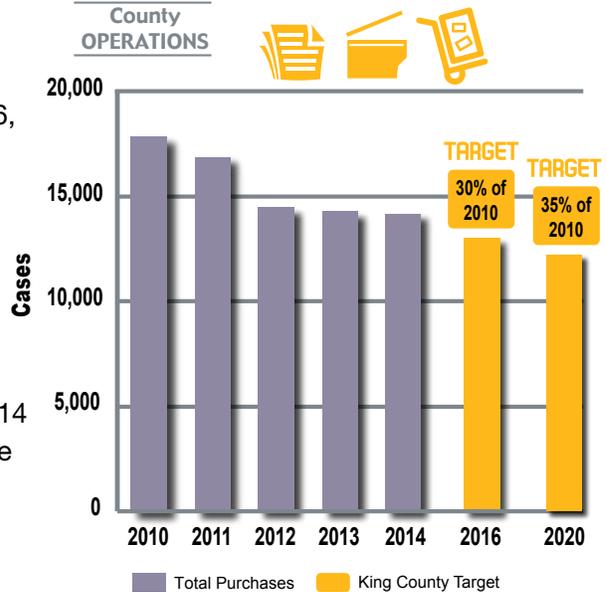
★ **Target 1:** Compared to 2010 levels, reduce copy paper usage by 20 percent by 2013, 30 percent by 2016, and by at least 35 percent by 2020.

○ **Status**
The County is currently achieving a rate of 22 percent below 2010 levels in copy paper usage.



GHG Emissions Reduction: 225 MTCO₂e reduction for 2014 compared to the 2010 baseline

COPY PAPER PURCHASES



► **Measure 2:** Server Virtualization.

★ **Target 2:** Convert 70 percent of individual servers to Standard Virtual Environments (SVEs) by the end of 2015.

○ **Status**
A 2012 budget proviso required the County to transition its computer servers from stand-alone to SVEs. The County achieved significant progress in 2014 and is on target to reach the 70 percent target in a timely manner.



► **Measure 3:** Landfill gas collection efficiency at the Cedar Hills Regional Landfill.

★ **Target 1:** Increase landfill gas (LFG) collection efficiency at Cedar Hills to at least 98 percent by 2020.

○ **Status**
CHRL is currently achieving a 95.77 percent LFG collection efficiency.



GHG Emissions Reduction: Each one percent increase in LFG collection efficiency reduces fugitive GHG emissions by about 12,000 MTCO₂e. Achieving the 2020 target would reduce emissions by approximately 25,000 MTCO₂e per year by 2020.



County Services



Waste Prevention, Reuse, and Recycling

✓ **Encourage collection policies in unincorporated areas.** The Solid Waste Division will explore garbage collection frequency, including the cost of organics collection for all customers, and requirements for separation of garbage, recyclables and organics. Cities will need to take similar action to meet countywide recycling goals and maximize the capacity (lifespan) of the landfill. Discussion of these policies is part of the 2017 Comprehensive Solid Waste Management Plan process.



✓ **Reduce GHG impacts from food production and consumption.** Food waste is a significant contributor to climate change. The County will implement initiatives to a) develop a toolkit for food businesses to increase efficiencies and reduce food waste, b) raise public awareness and institutional knowledge about the value of imperfect food and its role in preventing waste, and c) examine food waste recycling processing options such as anaerobic digestion and composting.



Tools and information to help residents reduce food waste.

✓ **Update and expand recycling grant programs.** The Solid Waste Division will develop new criteria for fund disbursement to cities for efforts that support Zero Waste of Resources 2030 initiatives through the existing \$1 million Waste Reduction and Recycling Grant and create a new competitive zero waste of resources grant program targeting non-profits, community groups, and others with creative waste prevention, reuse and recycling strategies.



Recycling and Transfer Stations

✓ **Expand recycling infrastructure.** King County will continue modernization of its 1960s-era network of transfer stations, which will improve recycling opportunities for all residents and businesses. For example, at the newly rebuilt Shoreline and Bow Lake stations, recyclable materials can be harvested from the tip floor through



Partnering with Bartell Drugs to educate consumers about recycling.

targeted sorting. Hard-to-recycle-at-the-curb materials, such as expanded polystyrene, mattresses and tires, can also be collected. When completed in 2017, the new Factoria Station will further increase the County’s ability to recover more recyclables from transfer stations.

✓ **Increased recycling of key materials at transfer stations.**

To achieve recycling goals, the Solid Waste Division will explore implementing self-haul disposal bans of specified materials at transfer stations that provide recycling collection. Materials would include wood, metal, cardboard, paper and yard waste.



Scrap metal collection at a King County Transfer and Recycling Station.

- ✓ **Explore incentive-based disposal tip fee.** The Solid Waste Division will explore development of an incentive-based tip fee disposal policy that rewards jurisdictions that are on track to reach the 70 percent recycling rate.

County Operations



Landfill Gas

- ✓ **Reduce landfill gas emissions.** King County will pursue several initiatives to improve collection efficiencies and reduce landfill gas emissions, including:

- ✓ Install a biocover of compost, mulch and green waste over the surface of the Cedar Hills Regional Landfill. This will increase oxidation of landfill gas, which reduces carbon dioxide and methane emissions.
- ✓ Enhance the landfill gas collection system, which makes the conversion of landfill gas to renewable energy more efficient.
- ✓ Evaluate closed landfills to identify more landfill gas capture and treatment methods, such as improving the Cedar Falls Bioberm treatment system and replacing the Enumclaw landfill flare.



Part of the landfill gas collection system at the Cedar Hills Regional Landfill.

Purchasing

- ✓ **Update King County’s Environmental Purchasing Policy.** The County will update its Environmentally Preferable Product Procurement Ordinance (K.C.C. 18.20) by 2017 to include GHG emissions as a criterion in purchasing decisions and will support K4C member cities’ sustainable procurement efforts.
- ✓ **Buy 100 percent recycled content copy paper.** The 2012 SCAP set a County operations target to procure 100 percent recycled content copy paper. The 2014 status was that 31 percent of copy paper purchases were 100 percent recycled content. Based on lessons learned over the last three years of implementation, King County will ensure by 2017 that the default option for office copy paper is 100 percent recycled content paper.

- ✓ **Target concrete use in construction.** The specification and use of alternative cement materials (i.e. fly ash and slag) lowers the embodied energy of concrete and offsets almost one ton of carbon emissions for every ton of Portland cement replaced. Beginning in 2016, King County will start tracking current use of cement and low-GHG cement alternatives, develop best practices/guidance on how and when to use alternatives, and by 2017 commit to set targets for use of low-GHG cement alternatives.

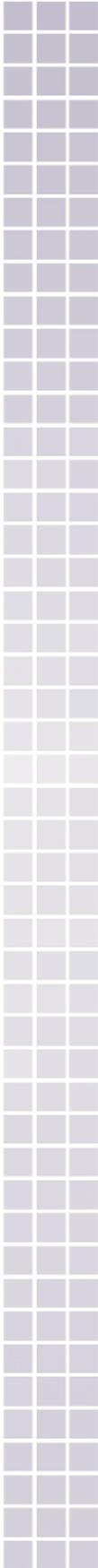


King County uses concrete for many types of projects and is exploring using low GHG emissions alternatives.

- ✓ **Purchases of Desktop Work Stations.** Beyond the building systems like HVAC and lighting, desktop work stations are typically the biggest source of energy use in King County’s buildings. As these workstations are replaced, King County has a significant opportunity for energy savings. For example, a tablet uses roughly a quarter of energy needed to power a standard desktop. King County’s Department of Information Technology will provide County departments with energy usage data for different types of work stations (e.g., tablet, laptop, desktop) to inform purchasing decisions, and departments will choose the most energy efficient options to meet the business needs for programs and employees.

Waste Prevention, Reuse, and Recycling

- ✓ **Server virtualization.** King County is in the process of moving backups to the “cloud” and piloting other uses where different services, such as servers, storage, and applications, are delivered to computers and devices through the Internet. As the County sees results from pilot projects, it will develop a target for transition of these functions to the cloud by 2020.

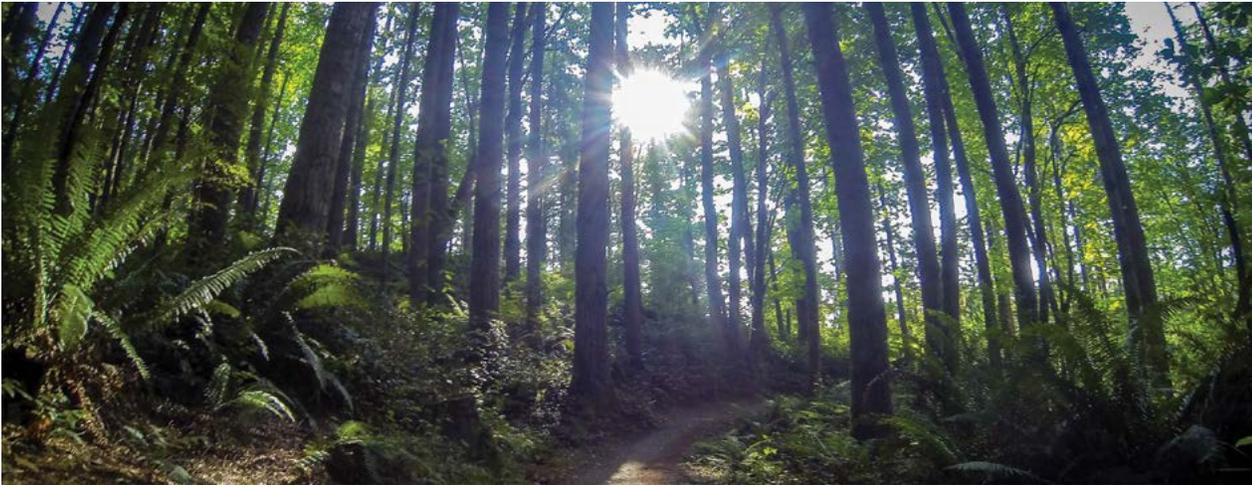


ACCOUNTABLE AGENCIES

The Department of Natural Resources and Parks’ [Solid Waste Division](#) (SWD) and the Department of Executive Services’ [Procurement and Payables Section](#) (P&P) are the overall leads for this goal area. Strategies related to waste prevention, recycling, reuse and partnering with schools, businesses and others on related efforts are led by the Solid Waste Division’s [Recycling and Environmental Services](#) section. Strategies related to transfer stations and operation of King County owned landfills are the responsibility of the SWD’s [Engineering Services](#) and [Operations](#) sections.

Strategies related to sustainable consumption, purchasing, and reducing waste are led internally by P&P’s [Environmental Purchasing Program](#) and the Solid Waste Division’s [GreenTools](#) Program. The Department of Information Technology leads the effort to standardize computers and servers. The [Wastewater Treatment Division](#) is the lead for efforts related to reuse and repurposing of byproducts of government operations through its [Resource Recovery Program](#).

Goal Area 5: FORESTS AND AGRICULTURE



King County owns and stewards more than 25,000 acres of forest lands.

KEY TAKEAWAYS

- ▶ Due to local forest types and a temperate climate, forests in King County store more carbon than forests almost anywhere in the world.
- ▶ Forests and farms create a “green wall against sprawl” that helps minimize the region’s transportation-related GHG emissions.
- ▶ Farms are a source of local food supply, which helps reduce the region’s reliance on food imported from regions that may be more affected by climate change.
- ▶ Forests and farms in King County are vulnerable to projected climate change impacts, such as flooding, wildfire, drought, and pests.
- ▶ Among other things, this goal area describes King County’s commitments to:
 - Permanently conserve remaining high-priority farm, forest, and other open spaces throughout King County within 30 years.
 - In cooperation with public and private partners, plant at least one million trees in King County over the next five years and develop a 30-year plan to re-tree King County to the maximum extent practical while accommodating population growth and multiple land uses.
 - Steward and restore more than 25,000 acres of existing King County-owned forestland.
 - Provide incentives and technical assistance to private landowners to support forestry and agriculture while encouraging integration of climate issues into management decisions.

INTRODUCTION

There are substantial carbon and climate benefits to maintaining, protecting, restoring, and expanding forests and farms in King County.

Forests and farms absorb and store carbon dioxide in trees and soils. As trees grow, they absorb carbon dioxide from the air and convert it into carbon, which is stored in tree trunks, roots, foliage and soil. Due to local forest types and a temperate climate, forests in the King County store more carbon than almost anywhere else in the world. There are more than 800,000 acres of forest land in King County, and approximately 800,000 to 900,000 additional MTCO_{2e} were sequestered and stored over the last decade by new local forest growth. This total does not include all the rural residential and urban forests, which also contain significant carbon. Agricultural soils also store significant amounts of carbon, especially if treated with soil amendments such as compost or biosolids that add nutrients and organic matter.



Conifer trees like this giant cedar in King County's Grand Ridge Park store more carbon than almost anywhere else in the world.

Farming can result in GHG emissions associated with managing soils, using manufactured fertilizers, managing manure, operating farm equipment, transporting products, and animal digestive processes. Sustainable farming practices can minimize these emissions. Additionally, some crops, including many fruits and vegetables, results in fewer GHG emissions compared to other foods.

Protecting rural forests and farms from development also eliminates the risk of those lands converting to uses, such as housing or commercial development. By helping to limit sprawl, future increases in transportation-related GHG emissions associated with new development are avoided.

Producing more locally-grown food can also help offset potential climate change impacts on food production. For example, as California's central valley becomes hotter and drier, it likely will produce less food, which affects food prices and availability. Although California's central valley covers about ten times as much land as King County, maintaining and increasing local sources of food can help offset the loss of agriculture production elsewhere.

Maintaining healthy forests and farms in King County also will require adapting to the local impacts of climate change. Likely climate change which may affect King County's forests and farms include:

- Higher temperatures may cause a northward shift in optimum growing conditions for local tree species, an increase in invasive species and pests, and increased agricultural irrigation needs.
- More frequent summer droughts may result in increased risks of forest fires and increased irrigation needs.
- Increased large storm and wind events may cause more tree damage, especially on steep slopes when the soil is saturated.

- Increased flood sizes and frequencies might affect farm structures, animals, crops, and equipment, which would decrease farm incomes and increase risks to farm viability.

Increased temperatures may also have some positive impacts on local agriculture. For example, the growing season in King County could lengthen and specialty crops not feasible in King County’s current climate could be grown in the future. Refer to Section Two: Preparing for Climate Change Impacts, for more information about local climate change impacts.

CURRENT COUNTY ACTIONS AND PROGRAMS

King County has taken significant action to protect forest and agricultural land and to practice and encourage careful stewardship. To date, more than 200,000 acres of large acreage private forest land has been protected through acquisition of conservation easements and development rights, 161,000 acres of small acreage private forest and farmland have been protected through tax incentives and implementation of stewardship plans, and 14,000 acres of farmland have been protected through the Farmland Preservation Program.

Protecting forest land and managing forests for health and resilience can increase the quantity of carbon stored on these lands. These actions can also reduce the risk of catastrophic loss of carbon through wildfire, windfall, and mortality caused by insects or pathogens. Sustainable farming techniques can enhance soil health, reduce use of fossil fuel-based resources, and add carbon to agricultural lands. In addition, the production of some types of food, such as fruits and vegetables, results in fewer GHG emissions than the production of other crops. Efforts to increase access to and availability of these locally produced low-impact foods can help reduce GHG emissions associated with food consumption. Local forests and farms are vulnerable to local climate change impacts, so developing and incorporating forest and farm adaptation strategies into existing programs is essential to ensure the long-term economic viability of forestry and agriculture in King County.

County Services



Sustainable Agriculture and Forestry Practices

- **Local Food Initiative.** Launched in 2014, King County’s Local Food Initiative is taking bold steps to support the local food economy, including to (1) better connect local farms to consumers, (2) increase access to healthy, affordable foods in underserved areas, (3) support farmers and protect farmland, and (4) create a sustainable farm-to-plate pipeline more resilient to the effects of climate change. In early 2015, 20 priority actions were identified for implementation in [King County Local Food Economy final report](#).



- **Assist forest owners.** The Water and Land Resources Division’s Forestry Program promotes healthy forests and forest stewardship and supports private forest landowners through forest stewardship planning courses and workshops and on-site forest management assistance to non-industrial private forest landowners. The Forestry



King County’s Local Food Initiative is supporting a sustainable and resilient local food economy.

Program also works with communities and fire districts on community Firewise plans to reduce the risk of wildfire. The County also offers property tax incentives that support privately-owned forests.

- Assist farmers.** The Water and Land Resources Division’s Agriculture Program provides technical assistance and cost sharing to support sustainable farming practices and promotes local production of and access to fruits and vegetables. The County also offers property tax incentives that support privately-owned farms. The Wastewater Treatment Division will work with farmers who need water to provide recycled water where distribution is possible.



- Improve soils.** The Wastewater Treatment Division uses its soil amendment Loop® biosolids on private and state-managed forests in King County to increase tree growth, store carbon in forest soils, and replace use of fossil fuel-based fertilizers. The Wastewater Treatment Division is pursuing opportunities to increase use of Loop biosolids within King County, thereby improving the local ecosystem and limiting GHG emissions from transportation of the material beyond the county. The Wastewater Treatment Division is planning projects with private land owners to restore areas of mined or degraded soils to forestland using Loop biosolids or compost. King County is pursuing opportunities for soil management and restoration projects on King County-owned forest and agricultural lands, including using biosolids, compost, and other organic materials that are byproducts of County operations.



Carbon stored from the use of Loop® biosolids across the state reduced GHG emissions by 39,000 MTCO2e.

Protection of Agriculture and Forest Lands

- Preserve farmlands.** King County has protected farmland through the designation and zoning of 42,000 acres in Agricultural Production Districts and has ensured long-term conservation of more than 14,000 acres in the Farmland Preservation Program. Since 2011, the County has augmented its farmland preservation efforts by expanding its Transfer of Development Rights program with a focus on protecting additional farmland.

- Reduce flood impacts to farms.** King County offers technical assistance and logistical support for the construction of farm pads in the Snoqualmie Valley Agricultural Production District. Farm pads are elevated areas where livestock, farm machinery and other agricultural equipment and supplies can be stored safely during a flood. Properly designed farm pads and other elevated flood refuges can help mitigate flood damages to farming operations.



As the service provider for the King County Flood Control District, King County supports the construction of farm pads like this one, near a flooded Snoqualmie River in 2009, which protects farm equipment and animals.

County Operations



Sustainable Agriculture and Forestry Practices

- **Restore King County-owned forests and parks.** Between 2010 and 2012, the Parks Division completed an initial assessment of the forest types on all 25,000 forested acres it owns and manages. The Parks Division has developed Forest Stewardship Plans for 5,796 forested acres at 11 sites that are 200 acres or larger, and in recent years, has conducted nine harvests for long-term forest health. By 2020, the division will develop or update Forest Stewardship Plans for at least ten Parks-owned sites. The Parks and Water and Land Resources Divisions will also continue to develop opportunities for volunteers to plant native trees and shrubs and remove invasive species from County-owned lands.



goals strategies measures & targets

K4C Pathway: Reduce sprawl and associated transportation-related GHG emissions and sequester biological carbon by focusing growth in urban centers and protecting and restoring forests and farms.



County Services



Goal: King County will protect and support healthy, productive farms and privately-owned forests that maximize biological carbon storage, promote public health, and are resilient to changing climate conditions.

CATEGORY	STRATEGIES
Protect Agriculture and Forest Lands ▶▶	Strategy A: Protect and conserve agriculture and forest lands through zoning and land use planning and regulations.
	Strategy B: Protect and conserve all remaining high-priority forest, agriculture, and other open space lands through strategies such as transfer of development rights to urban areas, purchase of development rights, conservation easements, and covenants.
Sustainable Agriculture and Forestry Practices ▶▶	Strategy A: Provide forestry and agricultural-related technical assistance and incentives to private landowners to support and enhance sustainable farming and forestry, including information about increasing carbon sequestration and preparing for local climate change impacts.
	Strategy B: Coordinate and streamline forestry and agricultural support services between King County, state and federal agencies, universities, and the King Conservation District.

► **Measure 1:** Privately-owned rural acreage that has stewardship plans or is enrolled in Open Space (RCW 84.34) and Forest Land (RCW 84.33)-designated current use taxation incentive programs.

★ **Target 1:** 500 additional acres per year of privately owned rural acreage that has stewardship plans or is enrolled in current use taxation incentive programs.

○ **Status**

In 2014, 660 new acres were enrolled in Open Space- and Forest Land-designated current use taxation incentive programs or completed stewardship plans, exceeding the annual target. At the end of 2014, there were approximately 161,000 privately-owned rural acres enrolled in these programs, which provide significant property tax incentives to encourage landowners to voluntarily conserve, protect and manage open space and forestland.



GHG Emissions Reduction: By 2020, King County will develop an approach for quantifying increased carbon sequestration associated with enrollment in current use taxation incentive programs and for estimating the amount of carbon sequestration associated with the completion and implementation of stewardship plans.



► **Measure 2:** Privately-owned forest lands permanently conserved through easements that remove the development rights.

★ **Target 2:** Permanently protect and conserve all remaining unprotected high-priority forest, agriculture, and other space lands within 30 years.

○ **Status**

In 2014, King County, in cooperation with the Muckleshoot Tribe, achieved the 2012 SCAP target to permanently protect more than 200,000 acres of forestland through transfers of development rights, purchase of conservation easements, or purchases in fee. The Conservation Futures Tax Levy was an important funding source for achieving this target. Significant acres of high-priority farm, forest, and other open space lands in King County remain unprotected and are at risk of future development or conversion to other land uses, a risk that is expected to increase with future population growth.



GHG Emissions Reduction: In 2011, King County and the Sightline Institute estimated the expected annual GHG emission reductions associated with its Transfer of Development Rights program. This analysis showed that the transfer every rural housing unit to downtown Seattle results in about 272 metric tons of GHG emission reduction over 30 years. Using a similar approach, it is estimated that preserving the remaining high value conservation lands in rural King County from additional development would reduce GHG emissions by over one million MTCO_{2e} over a 30 year time frame.



► **Measure 3:** Additional acres of agricultural land in food production.

★ **Target 3:** Through the Local Food Economy Initiative, King County set a target of adding 400 net new acres in food production per year through 2024.

○ **Status**

In 2013, King County purchased the former Tall Chief Golf Course, with the aim of restoring food production to this 191 acre site. Efforts to expand the amount of acreage in food production will increase in 2015 and 2016.



GHG Emissions Reduction: Purchase of the Tall Chief Golf Course by King County avoided the proposed construction of 18 homes on the property. Based on the analysis of GHG emission reduction for the Transfer of Development Rights program, this would result in about 5,000 MTCO₂e of GHG emissions reduction over 30 years. Conversion of the property to farm land will also increase local food production.



► **Measure 4:** Number of farms in the 100-year floodplain with raised agricultural structures and farm pads for protection of animals and equipment during flood events.

★ **Target 4:** King County currently anticipates completing five or more projects per year to elevate agricultural structures or support the construction of farm pads.

○ **Status**

Between 2007 and 2013, King County elevated three agricultural structures and supported the construction of 26 farm pads in the Snoqualmie Valley. In 2014, King County supported the construction of four additional farm pads in the Snoqualmie Valley.



GHG Emissions Reduction: Construction of farm pads and elevation of farm structures helps ensure the long-term economic sustainability of an agricultural economy in King County. This has multiple climate benefits, including providing a source of local food production and helping to limit sprawl into rural areas, which helps reduce GHG emissions. However, the GHG benefit is hard to quantify.

County Operations



Goal: King County will manage and restore its parks and other natural lands in ways that maximize biological carbon storage and increase resilience to changing climate conditions.

CATEGORY	STRATEGIES
King County-owned forest, agriculture, and other conservation lands ►►	Strategy A: Assess, maintain, enhance, and restore forests and soils on King County-owned lands, including developing and implementing Forest Stewardship Plans for forested sites.

► **Measure 1:** Percentage of forested sites larger than 200 acres managed by the Parks Division that have Forest Stewardship Plans.

★ **Target 1:** 100 percent by 2025.

○ **Status**

The Parks Division has 33 forested sites that are at least 200 acres in size. Through 2014, 11 of these sites, representing 28 percent of the area, had developed and implemented Forest Stewardship Plans.



GHG Emissions Reduction: By 2020, King County will develop an approach for quantifying increased carbon sequestration associated with implementation of Forest Stewardship Plans, including estimating the amount of carbon sequestered.



► **Measure 2:** Number of native trees planted by King County and public and private partners.

★ **Target 2:** Plant one million native trees between 2015 and 2020.

○ **Status**

In 2013, King County, in part through the Parks Division’s Volunteer Program, planted more than 67,000 trees and more than 118,000 shrubs. In 2014, King County staff and volunteers planted about 83,200 trees and 74,500 shrubs. Starting in 2015, King County will begin tracking the number of trees and shrubs planted by its partners.



GHG Emissions Reduction: King County uses conservative assumptions on tree survival rates and tree carbon content when estimating the expected amount of carbon to be sequestered by tree-planting activities. King County estimates that trees planted in 2014 are likely to sequester about 231,000 MTCO_{2e} during their lifetimes.

priorityactionsby2020

County Services



Protect Agriculture and Forest Lands

✓ **Protect open space.** Develop a plan to permanently conserve remaining high-priority but unprotected farm, forest, and other open space throughout King County within 30 years. Building on a history of protecting forest and farm lands, including permanent protection of more than 200,000 acres of forest land and 14,000 acres of farm land, King County will develop a 30-year plan to permanently preserve the remaining high-priority unprotected conservation lands throughout the county, including agriculture land, forestland, and other open space lands, such as land protected for habitat or land for regional trails. This land is currently unprotected and at risk of future development or conversion to other land uses, a risk that is expected to increase with future population growth. Protecting this land will have significant climate benefits, through carbon sequestration, focusing development and reducing sprawl, and helping to reduce local climate change impacts, such as flooding.



The 90,000 acre Snoqualmie Tree Farm near North Bend is an example of how King County has successfully permanently protected more than 200,000 acres to date of private forest land.

Sustainable Agriculture and Forestry Practices

✓ **ReTree King County.** As part of a new initiative called ReTree King County, King County and partners, such as city, state and federal agencies, Tribes, non-profit organizations, businesses, and the public, will collectively plant at least one million new native trees between 2015 and 2020. Restoration projects that plant

native trees and shrubs on previously cleared, non-agricultural land have multiple benefits, including wildlife habitat, reduced stream temperatures due to increased shade, and increased carbon sequestration.



To maximize these multiple benefits, plantings along river and stream corridors will be prioritized for the next five years. In addition to collaborating on tree planting, by 2020, King County will also work with multiple partners to develop a detailed 30-year plan for maximizing the percent of tree cover in both urban and rural King County while accommodating population and economic growth and meeting



King County will help plant one million new native trees throughout the county in the next five years with the help of partners and volunteers.

goals and needs for local food production and working forests. The plan will include methods to track progress, monitor tree survival, achieve multiple benefits, and coordinate extensive public outreach and engagement on the initiative.

- ✓ **Streamline support for forests and agriculture.** King County will coordinate with federal, state and local agencies and university researchers to implement “one-stop shopping” for forestry and agricultural assistance and incentives to streamline and simplify technical assistance and regulatory processes. For agriculture, this will focus on assistance with production, marketing and business planning, which will make it easier for farmers to spend more time growing food rather than navigating the complex regulatory environment.

- ✓ **Expand the local food economy.** King County and its public and private partners will expand the local food economy by implementing the recommendations of Executive’s Local Food Initiative Kitchen Cabinet.



These recommendations include agriculture support and incentives to increase the number of acres in food production by 4,000 acres by 2024, to increase the variety of crops grown in King County, to increase farm productivity, to expand the distribution system for locally-produced food, and to expand access to locally-produced food.



One way the Local Food Initiative is increasing access to healthy, sustainable, affordable food is by supporting markets such as the Burien Farmers Market.

- ✓ **Develop framework to provide greater certainty for irrigation while protecting instream flows for fish.** Water laws in Washington State, as with all western water law, are built on the concept of the allocation of water rights based on seniority of use. Many farmers irrigate their crops during summer months, and climate change is likely to result in increased irrigation needs due to warmer summers and increased incidence of droughts. However, some farmers have no or tenuous legal rights to the irrigation water they use. As irrigation needs increase, there is the potential that farmers may be prevented from irrigating if legal rights are not established. King County will support development of a framework in the Snoqualmie Valley to assist with the management of agriculture water rights and supplies and agricultural drainage.
- ✓ **Research the benefits of commercial compost on crops.** The Solid Waste Division is collaborating with Washington State University to demonstrate the benefits of commercial compost on crops in King County agricultural areas. Potential benefits include increased carbon sequestration in soils, increased water holding capacity, resistance to erosion, decreased use of synthetic fertilizers, and increased productivity. These benefits would contribute to increased agriculture resilience to the changing climate conditions predicted in King County. The project is working with six farms in King County over a three-year period, and is also conducting a cost-benefit analysis that will include farmers’ ability to pay for compost and the composters’ ability to sell compost.

ACCOUNTABLE AGENCIES

The Department of Natural Resources and Parks is the overall lead for this goal area. The [Water and Land Resources Division](#) is responsible for strategies focused on working with private forest and farm owners. This work is led by staff in the Forestry and Agriculture Programs. The [Parks and Recreation Division](#) leads efforts related to acquiring, managing and restoring County-owned parks, natural areas, and working forestlands. The Wastewater Treatment Division is responsible for producing [Loop biosolids](#), and the [Solid Waste Division](#) supports the production of food waste and yard waste compost.

SECTION TWO: Preparing for Climate Change Impacts



Flooding in the Snoqualmie Valley in January 2015.

KEY TAKEAWAYS

- ▶ Climate change impacts are here and now; in the last century, sea level in Seattle has risen by eight inches and average annual temperatures in the Pacific Northwest have increased 1.5 degrees Fahrenheit.
- ▶ While GHG emissions must be reduced to avoid the worst impacts of climate change, impacts are projected even if global and local GHG emissions are drastically cut.
- ▶ The County is integrating climate change preparedness into:
 - operations and maintenance of infrastructure, programs, and natural resources.
 - provision of public services.
 - partnerships with other local governments, community groups, and businesses.
- ▶ King County plays critical roles related to climate change preparedness, planning, and regional coordination, and this section of the 2015 SCAP outlines key commitments to:
 - Assess impacts of climate change on local rainfall patterns and flooding and integrate this information into a range of services.
 - Plan for climate change impacts on wastewater, stormwater, emergency management, public health, roads, flood risk reduction, and salmon recovery.
 - Improve regional coordination on climate change preparedness, including engaging partners and the public.

INTRODUCTION

Even if global and local GHG emissions decrease dramatically, many climate impacts are now inevitable and preparation for these changes is essential. King County has had a long-standing commitment to preparing for the impacts of climate change, from joint work with the University of Washington and ICLEI-Local Governments for Sustainability to develop [Preparing for Climate Change: A Guidebook for Local, Regional and State Governments](#) for local governments in 2007, to pioneering approaches to assess the impacts of sea level rise on wastewater conveyance and treatment facilities, to integrating climate resiliency recommendations into the County's Comprehensive Plan beginning in 2008. The 2015 SCAP strengthens and expands the County's climate preparedness commitments, focusing on assessing climate impacts and tailoring recommended actions to core County services, integrating an equity and social justice lens, and expanding regional coordination.

The remainder of **Section Two: Preparing for Climate Change Impacts** presents the following information:

- **Overview: Climate Change Impacts in King County**
- **Goals and Strategies**
- **Program-specific impacts, ongoing responses, priority actions and long term direction for twelve focus areas:**
 - Built Environment
 1. Wastewater Treatment and Conveyance
 2. Roads and Bridges in Unincorporated King County
 3. King County International Airport
 4. King County-Owned Buildings and Facilities
 - Planning and Regional Services
 5. Countywide and Regional Planning
 6. Public Health
 7. Stormwater
 8. Flood Risk Reduction and Floodplain Management
 9. Salmon Recovery and Other Rural Programs
 10. Public Transportation (including King County Metro Transit and Water Taxi)
 11. Environmental Science and Monitoring
 12. Emergency Management
- **Summary of Priority Actions by 2020**

OVERVIEW: CLIMATE CHANGE IMPACTS IN KING COUNTY

A wide range of climate change impacts are occurring or are projected to occur in King County; these are **similar to impacts across Washington State**. Because of the slow response of the climate system and the large increase in GHGs in the atmosphere since the start of the industrial revolution, these impacts are projected to occur to some degree regardless of future local and global efforts to reduce GHG emissions. Key climate impacts for King County are summarized below.



WHAT RELATED IMPACTS ARE HAPPENING IN OUR REGION?

CLIMATE CHANGE IS AFFECTING OUR ENVIRONMENT, ECONOMY AND HUMAN HEALTH.

<p>OCEANS</p> <p>OCEAN WATER</p> <p>25% MORE ACIDIC</p> <p>SINCE THE INDUSTRIAL REVOLUTION</p>	<p>RIVERS</p> <p>SUMMER: LOWER FLOWS</p> <p>FALL/WINTER: HIGHER FLOWS + FLOODING</p>	<p>MOUNTAINS</p> <p>AVERAGE CASCADE SNOWPACK</p> <p>25% decrease</p> <p>1950 vs 2006</p>
<p>PUGET SOUND</p> <p>HAS RISEN MORE THAN 8 inches</p> <p>1913 vs 2013</p>	<p>OVER 80% OF STREAMS SURVEYED IN KING COUNTY EXCEEDED A SALMON-SAFE TEMPERATURE</p> <p>FLOODING HAS CLOSED 5 INTERSTATE</p> <p>4 TIMES SINCE 1991</p>	<p>4-FOLD INCREASE IN WILDFIRES</p> <p>YEARLY AVG. 1970-1986 vs YEARLY AVG. 1987-2003</p> <p>6 TIMES THE FOREST AREA BURNED</p>



WHAT IS THE RISK FOR OUR REGION IN THE FUTURE?

IF WE DON'T ACT NOW, THE COSTS AND CONSEQUENCES WILL GROW.*

<p>OCEANS</p> <p>DISRUPTION OF MARINE ECOSYSTEM</p>	<p>RIVERS & STORMS</p> <p>\$29 BILLION BUILDINGS & ROADS IN PUGET SOUND AT RISK OF FLOODING</p>	<p>MOUNTAINS</p> <p>AVERAGE WASHINGTON SNOWPACK</p> <p>40% decrease</p> <p>1916-60 AVG. vs 2040s</p>
<p>MARINE-BASED ECONOMIES SUFFER AS FISH/SHELLFISH DIMINISH</p>	<p>INCREASE IN SEVERE STORMS</p> <p>2010 vs 2050s</p>	<p>PNW ACRES BURNED BY WILDFIRES EVERY YEAR</p> <p>1916-2006 AVG. vs 2020 vs 2040 vs 2080</p>

OTHER IMPACTS ARE POSSIBLE.

<p>INCREASE IN CHRONIC HEALTH PROBLEMS</p>	<p>IMPACTS IN FORESTS FROM INSECTS & DISEASE OUTBREAKS</p>	<p>\$1,250/yr by 2020</p> <p>INCREASE IN HOUSEHOLD COSTS</p>	<p>IMPACTS TO RECREATION AND QUALITY OF LIFE</p>	<p>IMPACTS TO SALMON AND WILDLIFE</p>
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* Over the coming decades, the severity of global and local climate change impacts is largely dependent on whether greenhouse gas emissions decline or continue to rise.

Warmer Air Temperatures

Average annual air temperatures across the Pacific Northwest are projected to increase by two degrees F to 8.5 degrees F by the 2050s, with a likely increase of 4.3 degrees F to 5.8 degrees F. This suggests that by mid-century, Washington State is likely to regularly experience average annual temperatures that exceed the warmest conditions observed in the 20th century. The range of potential temperature increases results from differences in future trends in GHG emissions and modeling uncertainties. Washington State is also expected to experience more frequent and more intense summer heat waves and less frequent and less intense winter cold spells.

These increased temperatures are projected to contribute to:

- Greater incidence of heat related mortality during more intense summer heat waves.
- More air pollution and health impacts during warm summer months.
- Higher summer energy use, especially from air conditioning.
- Warmer water temperatures in streams, rivers, lakes, and Puget Sound.
- Higher summer water demand with less accumulated snow pack, especially during more intense and longer summer droughts.
- Northward shift in vegetation patterns.
- Increased fire risk in forest lands and open space.
- More invasive species and loss of indigenous species.

Changing Rainfall Patterns

While the total annual amount of precipitation in the Puget Sound region is not projected to change, two key changes in precipitation patterns are likely. First, winter precipitation in the Cascade Mountains is projected to fall more frequently as rain instead of snow. Second, larger and more frequent storms are projected.

These changed rainfall patterns are projected to contribute to:

- A general shift to higher winter flows and lower summer flows in major rivers.
- Larger and more frequent river flooding, especially during winter months.
- Potentially increased flows in the combined portions of wastewater conveyance systems.
- More urban flooding.
- Increased landslide risk due to greater soil saturation levels.

Sea Level Rise and Ocean Acidification

In Seattle, the level of Puget Sound has risen about eight inches since 1900. In the Puget Sound region, additional sea level rise is expected of between six and 50 inches by 2100, depending on future global trends in GHG emissions and glacial melt rates. Ocean acidity is projected to increase by between 38 and 109 percent.

These changed conditions in Puget Sound are projected to contribute to:

- More coastal flooding on king tides and other high tides and during storm surges.
- Increased landslide risks along coastal bluffs.
- Changes to the Puget Sound food web, including potential impacts to both wild and commercially-grown shellfish.

Population Growth

King County has grown rapidly in recent years, with a net increase of 280,000 new residents between 2000 and 2014. Current projections by the Puget Sound Regional Council estimate King County's population increasing by an additional 444,000 by 2040 for a total expected population of 2.4 million people. This population growth is driven by migration to King County from across the United States and the world. Migration patterns are caused by a variety of factors, including economic opportunities, family, friends and support systems, and climate desirability, among others. It is possible that quality of life and economic vitality of some industries in the Puget Sound region could increase relative to elsewhere in the United States due to uneven climate impacts. For example, heat waves are likely to be less severe and water supply more stable in the Puget Sound region relative to some agricultural areas in the American Southwest. Varying impacts of climate change from one region to another may result in an increase in migration from other parts of the country or other parts of the world.

It is unknown to what degree, or even if, population growth rates will increase beyond official projections due to increased climate desirability relative to other areas. If King County's population growth rate increased substantially beyond what is planned for, government services could be strained, additional infrastructure could be needed, and the availability of affordable housing could decrease.

Economic Impacts

Projected climate impacts in King County will likely bring economic impacts. A trend of decreasing snowpack and changing precipitation patterns create additional uncertainty for water supplies (impacts vary by supplier depending on their water source) and availability of water for irrigation of agriculture. Snow dependent industries like ski areas saw one of their worst years on record in 2015. Increasing stream temperatures put stress on migrating salmon that are relied upon by Treaty Tribes and commercial fishers. Nationally, more frequent and severe storms and flood disasters are leading businesses and insurers to take steps to mitigate risks, triggering changes in insurance costs and availability.

Disparate Impacts

Climate change is expected to have disproportionate impacts on some populations and can exacerbate pre-existing disparities in health, housing, or access to parks. For example, increased mortality from heat events is already being documented for the elderly, very young, and those with existing health conditions like diabetes and respiratory disease. Lower cost housing is in some cases concentrated in flood hazard risk areas that potentially will see more severe and frequent flooding. At the same time, lower income populations have the least resources to mitigate impacts like increased frequency of heat events and flooding, through actions like flood proofing, home insulation, air conditioning, or easily accessing a shady park or air conditioned community center. Language can also be a barrier to information on disaster preparedness. Fortunately, many of the climate solutions outlined in **Section One: Reducing Greenhouse Gas Emissions** can also serve as powerful opportunities to address broader inequities. For example, investments that better integrate transit and land use and expand commute options will increase access to work, education, and health care. Development and adoption of well-designed green building standards can make homes more comfortable during heat events, improve indoor air quality, and reduce utility and repair costs. Expanded open space protection and linking regional trails to transit expands access to healthy recreation options.

goals & strategies

County Services



Goal: King County will collaborate with local cities, residents, and other partners to prepare for the effects of climate change on the environment, human health, public safety, and the economy.

CATEGORY	STRATEGIES
Public Services and Education ▶▶	Strategy A: Integrate observed and projected climate change impacts, including severe weather, flooding, drought, fire, and landslides, into emergency management planning and programs.
	Strategy B: Develop funding strategies to strengthen programs for King County residents, including vulnerable sub-populations, to address public health issues associated with heat waves, large storms and flooding, vector-borne and infectious diseases, mental stress, and respiratory effects.
	Strategy C: Evaluate climate change impacts on King County’s natural resources, such as forests, fisheries, productive farmland, water resources, and assess and improve the efficacy of King County’s programs to protect these resources.
	Strategy D: Apply the Equity Impact Review process to help prioritize investments in making infrastructure, natural resources, and communities more resilient to the impacts of climate change.
Coordination with Partners ▶▶	Strategy A: Collaborate with the scientific community, state and federal agencies, and other jurisdictions to develop detailed, science-based estimates of the magnitude and timing of climate change impacts on air temperatures and heat waves, rainfall patterns and severe weather, river flooding, sea level rise, fish and wildlife, and ocean acidification in King County.
	Strategy B: Share information on climate change impacts and collaborate on approaches to improving resiliency of infrastructure, disaster preparedness, and public engagement with local cities and other partners to make the best use of limited resources and more effectively engage King County residents.



Goal: King County will plan and prepare for the likely impacts of climate change on County-owned facilities, infrastructure, and natural resources.

CATEGORY	STRATEGIES
County Infrastructure and Operations ▶▶	Strategy A: Implement infrastructure operation and maintenance programs that consider full life-cycle costs and climate change impacts in asset management.
	Strategy B: Integrate estimates of the magnitude and timing of climate change impacts into capital project planning, siting, design, and construction.
	Strategy C: Train and educate staff to develop skills and expertise in preparing for climate change impacts.

PROGRAM-SPECIFIC OVERVIEW: IMPACTS, ONGOING RESPONSES, AND PRIORITY ACTIONS AND LONG-TERM DIRECTION

Introduction

Climate change will have a range of impacts on County services and facilities and must be woven into long-range planning, capital project planning and design, emergency response, and other services. Rather than establishing a stand-alone climate preparedness program, King County is integrating assessment and consideration of climate impacts throughout its operations.



The following section outlines likely climate change impacts, ongoing responses, and priority actions and long-term direction for twelve focus areas.

- ▶ Built Environment
 1. Wastewater Treatment and Conveyance
 2. Roads and Bridges in Unincorporated King County
 3. King County International Airport
 4. King County-Owned Buildings and Facilities
- ▶ Planning and Regional Services
 5. Countywide and Regional Planning
 6. Public Health
 7. Stormwater
 8. Flood Risk Reduction and Floodplain Management
 9. Salmon Recovery and Other Rural Programs
 10. Public Transportation (including King County Metro Transit and Water Taxi)
 11. Environmental Science and Monitoring
 12. Emergency Management

As noted earlier in this section, it is anticipated that climate change will have disproportionate impacts on some communities, including low income populations and those with existing health issues. King County’s Equity and Social Justice Ordinance requires the use of the Equity Impact Review process in the development of major program and project proposals. As County departments and divisions embed climate change impact considerations throughout their services and capital projects, their decision-making will be shaped by the equity frameworks outlined in the Equity Impact Review tool:



- **Process Equity:** Inclusive, open, and fair access by all stakeholders to decision processes that impact sustainable community outcomes.
- **Distributional Equity:** Fair and just distribution of benefits and burdens to all residents across the community landscape, with little imbalance based on geography, gender, race/ethnicity, or income levels of households.
- **Cross-generational Equity:** Effects of today’s actions on the fair distribution of benefits and burdens to future generations and communities.

EQUITY IMPACT REVIEW PROCESS



King County’s Equity Impact Review process will help guide agencies’ decision-making on climate change.

Built Environment

1. Wastewater Treatment and Conveyance

King County operates the regional wastewater collection and treatment system for the greater Seattle metropolitan area, serving as a wholesaler to local sewer districts, and also provides treatment for portions of Vashon Island and the City of Carnation. Wastewater districts outside of King County’s service area in southwest and south King County provide their own treatment.

Impacts

Climate change impacts could affect the wastewater treatment system in five primary ways:

- Sea level rise could result in greater and more frequent flooding for shoreline facilities.
- Sea level rise could increase salt water intrusion into the conveyance system in low-lying areas.
- Increased river flooding could result in greater and more frequent flooding for facilities in floodplains.
- More frequent and larger storms could increase flows in the wastewater conveyance system, especially in the combined system within the City of Seattle.
- Warmer summer temperatures and increased probabilities of droughts could increase demand for reclaimed water.

Ongoing Response

The Wastewater Treatment Division maintains a robust asset management program for its wastewater conveyance and treatment system. The Regional Wastewater Services Plan prioritizes

investments to maintain the integrity of the system and protect public health. The division has begun preparing for the changing climate in several ways:

- In 2008, the Wastewater Treatment Division completed an analysis of facilities along the Puget Sound shoreline and has since incorporated sea level rise into facility siting and design.
- The Wastewater Treatment Division and Seattle Public Utilities are investigating the potential increase of saltwater intrusion into the conveyance system and have begun modifying the conveyance system and outfalls to reduce or eliminate intrusions, even during high tides. Preparations for limiting saltwater intrusion may include installing flap gates, raising weirs, or other similar controls.
- The Wastewater Treatment Division has reviewed all of its facilities within the Federal Emergency Management Agency's (FEMA) 100-year floodplains and is identifying steps to ensure all facilities are protected from current flood risks. This work will be updated when information on climate change impacts on floodplains is available.
- The Wastewater Treatment Division has developed a reclaimed water program from Brightwater to the Sammamish River valley and near the South and Carnation Treatment Plants. Major infrastructure for delivering reclaimed water to the valley has been constructed and reclaimed water use has begun. Not only can reclaimed water reduce Puget Sound discharges, it can replace irrigation water withdrawals from the Sammamish River valley during low-flow summer months.

Priority Actions and Long-Term Direction

In 2015, the Wastewater Treatment Division is beginning an investigation, in cooperation with the Water and Land Resources Division and the University of Washington, into the likely degree and timing of change in precipitation patterns in King County. The Wastewater Treatment Division will use this research to assess climate change impacts on the conveyance and treatment system and develop appropriate responses.

The Wastewater Treatment Division will expand its reclaimed water program in the Sammamish River valley and near the South and West Treatment Plants to reduce reliance on Puget Sound for the discharge of treated effluent. Nonpotable, reclaimed water can be used for agricultural irrigation and groundwater recharge, which in the Sammamish River valley would likely reduce the amount of locally-sourced water used for irrigation. This would help improve summer stream flows and water temperatures in the Sammamish River.

2. Roads and Bridges in Unincorporated King County

The King County Road Services Division manages all roads, bridges, and related infrastructure in unincorporated King County and also provides services to some cities by contract. The division manages 1,500 miles of County roads and 180 bridges that carry more than 1 million trips per day. The 250,000 residents of unincorporated areas receive roadway, drainage, shoulder, and right of way maintenance and operations services directly from King County. These systems are aged and deteriorating. The current capital improvement program has shrunk significantly and now funds only a very small portion of needed maintenance and preservation of the road system.

The Road Services Division is focusing on immediate operational safety issues and compliance with regulatory and legal mandates.

Impacts

Climate change is likely to have several substantial effects on roads and bridges in unincorporated King County:

- More frequent and larger rain events and more intense storms may increase urban and river flooding, which may:
 - Increase travel delays and road closures.
 - Increase risk of landslides, roadway washouts and erosion and scouring around bridge supports.
 - Overwhelm the drainage networks (culverts, pipes and open ditches) along roads, causing more local flooding issues.
 - Overtop and block roads and bridges in river floodplains.
- Sea level rise will cause more coastal flooding on king tides, high tides, and during storm surges, including along three road segments on Vashon Island. These roads are the only coastal County roads in the unincorporated area. Currently, they flood at least once per year and will likely flood more often in the future.
- More high wind events would require:
 - Increased emergency response to downed power lines and trees on roads and bridges.
 - More coordination with utility companies for downed utilities and trees in wires.
 - Additional maintenance response to protect the safety of the traveling public.
- Higher temperatures with more heat waves may increase rutting and concrete cracking in roadway pavement, requiring increased maintenance, changes to roadway construction materials and methods, and reduced durability of asphalt.

Ongoing Response

A structural funding problem constrains the ability of the Road Services Division to maintain road infrastructure. Within budget constraints, the division aims to maintain and repair roads, bridges, and ancillary infrastructure and to respond to events in a timely manner.

Maintaining Transportation Infrastructure. The Road Services Division maintains roads, bridges, culverts and other related infrastructure in unincorporated King County.

Assessing Infrastructure Condition.

The Road Services Division has started assessing the County's transportation infrastructure conditions, as part of a comprehensive asset and maintenance management program. This program utilizes Geographic Information Systems (GIS) tools and supports a data-driven asset management approach, employing new information technology to analyze asset conditions and make data-driven decisions about service and investment priorities. The asset categories include roadways, bridges, and drainage (catch basins, pipes and open ditches), as well as traffic control devices and roadside



Dockton Road SW, located on Vashon Island in unincorporated King County, is protected by a 100-year old seawall that is vulnerable to storm surges and sea level rise.

features, such as guardrail and sidewalks. In addition, as required by the WAC 136-20-060, the Road Services Division produces the “Annual Bridge Report,” which provides the findings of bridge inspections. Both of these assessments will help support efforts to adapt to the prospect of long-term changes in climate.

Emergency Response to Large Storms, Windstorms, and Floods. The Road Services Division responds to large rain events, windstorms and floods by closing roads as needed, cleaning debris after the event, and coordinating with utility companies to address downed utility lines or trees in lines. Design modifications to respond to larger storms are needed.

Emergency Repairs Due to Flooding. Emergency repairs are typically needed annually on three coastal road segments on Vashon Island due to coastal flooding. No funding is currently available to move these coastal roads to higher elevations. Emergency repairs are conducted on roads and bridges damaged by river flooding, except when the damage is beyond budgetary capacity. Funding for redesigning and replacing roads and bridges to avoid river floods or reduce flood risk is not currently available.

Priority Actions and Long-Term Direction

With current funding levels, the Road Services Division will focus on immediate operational safety and emergency response needs. The Road Services Division will incorporate information about changes in future flooding, storm sizes and frequencies, and landslide risks into roads maintenance and preservation programs and projects for unincorporated King County to the extent feasible under available funding and/or as required by permitting agencies. King County will continue to evaluate and seek out options for additional funding to operate and maintain the road system. Such additional funds could help the Road Services Division be able to respond to weather impacts and storm events, to the extent that such response is consistent with strategic priorities of life safety and regulatory requirements.



3. King County International Airport

King County owns and operations the King County International Airport/Boeing Field (KCIA), which is located in the Duwamish River floodplain near sea level.

Impacts

Climate change is likely to have two key effects on the King County International Airport (KCIA):

- More frequent and larger rain events may exceed the drainage network at the KCIA, causing more standing water issues. This would require additional emergency response during rain events and additional debris clean up post-event.
- The KCIA is in the Duwamish Estuary floodplain and protected by a levee network. Sea level rise projections suggest that levees along the Lower Duwamish Waterway could be overtopped during king tides, high tides, and storm surges by the end of the century, which would inundate low-lying land along the Duwamish Waterway, including a portion of the KCIA.



King County International Airport

Ongoing Response

KCIA has taken steps to mitigate drainage issues associated with large storm events and address flood related issues, including rising sea levels and large river floods. These steps include:

Backup power supply for stormwater pumps. Large electric pumps are installed at two of the three stormwater outlets from the KCIA to the Duwamish River. KCIA's two diesel-powered electric backup generators can power the stormwater pumps should the KCIA lose power during a storm. The backup generators were purchased as part of the response to the increased flood risk associated with the Howard Hanson Dam structural integrity issues. At the third outfall, a diesel-powered backup pump would be rented should that system's gravity system be overwhelmed. These pumps are capable of pumping more than the expected amount of stormwater runoff at the airport and can pump regardless of tidal/river flood stage.

Stormwater outfall flap gates and backflow preventers. KCIA has several methods for preventing high tides or river flows from causing flooding upstream of the pump stations. The two stormwater outfalls with pump stations have backflow preventers in their outlet flumes. The KCIA is considering additional backflow preventers for each location to prevent the Duwamish River from backing up all of the way to the pump stations. The third outfall has a flap gate at the Duwamish River. The flap gate and backflow preventers work in conjunction with the levee system to ensure that the KCIA is protected from flows and tides several feet higher than the current high tide and 100-year flood event.

Enhanced drainage along runways. Edge drains were installed along runways to ensure proper drainage during large storm events. This enhanced drainage improves airport safety by ensuring that soils along the runways are not saturated and thus are safe for airplanes, in case an airplane veers off the tarmac. Edge drains were installed using Federal Aviation Administration grant funding.

Priority Actions and Long-Term Direction

The KCIA is completing a comprehensive inventory, digital survey, and evaluation of the airport stormwater system. It is a closed system and where repairs, improvements, and additions are identified, they will be completed as part of the Capital Improvement Program for the airfield. Long-term concerns about sea level rise and increased flood sizes will be addressed over the next several decades as the Lower Duwamish Waterway levee network is maintained.

4. King County-Owned Buildings and Facilities

King County owns and manages buildings and other infrastructure throughout the county to house government operations.

Impacts

Larger and more frequent storms are likely to cause more stormwater runoff from all County-owned properties and buildings, which may overwhelm the stormwater management system. Buildings in floodplains and along the coast will have a higher risk of flooding. All buildings may also have increased cooling needs during summer heat events.

Ongoing Response

King County's buildings all meet or exceed all required state and federal stormwater and flood protection requirements.

Priority Actions and Long-Term Direction

Long-term concerns about managing increased stormwater runoff from rain events will be addressed in future updates of the Surface Water Design Manual. Long-term concerns about increasing flood sizes and frequencies will be reassessed following research on climate change impacts on flooding.

Planning and Regional Services

5. Countywide and Regional Planning

King County complies with all requirements of the GMA, which includes adoption and periodic updates of the King County Comprehensive Plan and Countywide Planning Policies and participation in development and maintenance of Multicounty Planning Policies. The GMA contains the primary state-level mandates to identify and protect critical areas, with special consideration given to areas that support salmonids, and to identify and protect resource lands of long-term significance. King County uses Washington State Office of Financial Management and Puget Sound Regional Council (PSRC) growth projections for planning purposes.

Impacts

A core focus of GMA and the County's Comprehensive Plan is ensuring that designated urban growth areas and planned infrastructure improvements are adequate for anticipated population growth. According to current estimates, the population of the central Puget Sound region is projected to increase from about 3.69 million people in 2010 to nearly five million people in 2040. However, some areas of the United States are projected to face substantial drought and heat impacts from the changing climate, which could shift migration patterns towards areas less impacted by climate change, such as the Puget Sound region. Current growth projections used by PSRC do not account for increased migration due to climate disruption. Increased population growth beyond what is planned would strain services and infrastructure and could result in political pressure to expand the urban growth boundary.

Ongoing Response

King County conducts major updates to its Comprehensive Plan on a four-year cycle. Beginning with the major update in 2008, the County added policy and program recommendations for climate change mitigation and preparedness. King County is currently developing the 2016 update and will review and update climate change-related information and policy recommendations in the Comprehensive Plan. King County also engages continually in countywide and multicounty planning at the Growth Management Planning Council and Puget Sound Regional Council.

Priority Actions and Long-Term Direction

King County will coordinate with Washington state agencies, PSRC, GMPC, other jurisdictions, and university researchers to evaluate potential population growth increases beyond current projections due to migration from climate disruption. King County may contribute funding to a shared research effort on this topic. Information on the likelihood, magnitude, and timing of potential increases in population growth rates will be used by the Wastewater Treatment and Transit Divisions in future updates to their respective service plans.

6. Public Health

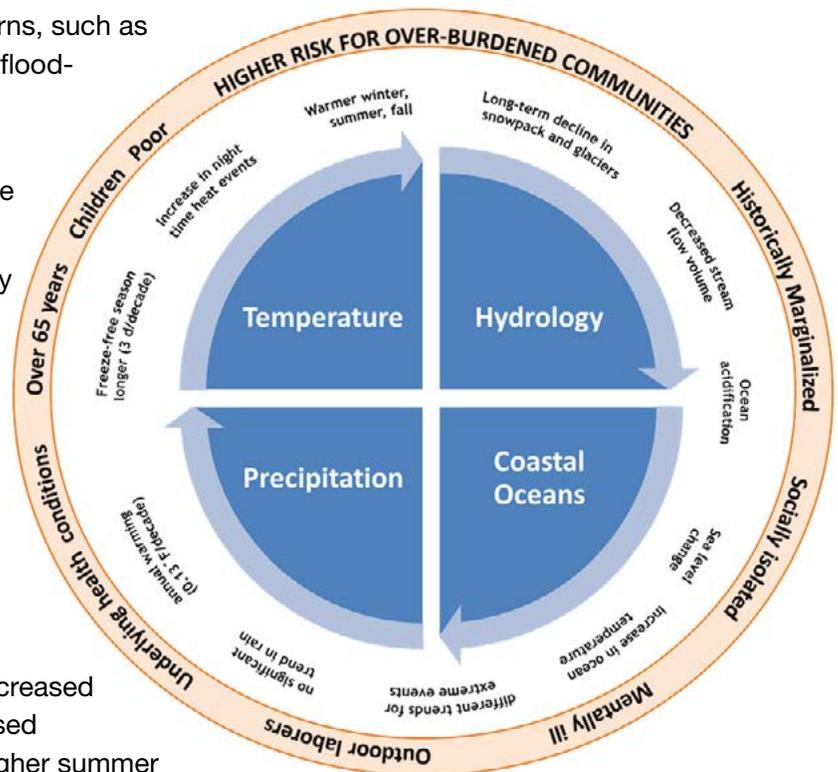
Public Health – Seattle and King County (Public Health) provides a wide range of services to protect and improve the health and well-being of all people in King County. Public Health protects the public from health threats, promotes better health, and helps ensure accessible, quality health

care for the public. Health promotion includes leading efforts to encourage healthy living and prevent chronic conditions and injuries. Health protection functions include tracking and preventing disease and other threats, preparing for and responding to emergencies that impact health, and ensuring the safety of food, water, and air.

Impacts

Although in general, the health impacts are under-studied and widely diverse, climate change is expected to affect both physical and mental health of people in King County. Some populations are more vulnerable to impacts on their health from a changing climate, such as children, people over age 65, economically disadvantaged individuals, socially isolated individuals, and people with existing mental or health conditions. Climate change impacts such as extreme weather events, flooding, sea-level rise, and increased temperatures may lead to significant health impacts, which can include:

- Heat-related illness, such as heat stroke and other cardiorespiratory illness.
- Flooding damage to potable water and wastewater systems and disease concerns, such as bacterial growth or mold, in flood-impacted structures.
- Wildfire impacts, such as respiratory illness and smoke inhalation or burn injuries.
- Disruption to the food supply affecting local agriculture and seafood harvests.
- An increase in the number and range of vector-borne diseases, such as Lyme disease and West Nile virus, and water-borne diseases, such as E. Coli and Vibrio parahaemolyticus.
- Respiratory impacts from increased urban air pollution or increased allergens associated with higher summer temperatures.



Health impacts of a changing climate will be experienced differently by King County residents, influenced by factors such as income, age, health, and where they live.

Ongoing Response

Public Health responds regularly to severe weather events including winter storms, drought, and high heat, leveraging departmental expertise and programs such as Environmental Health, Emergency Medical Services, Communicable Disease Epidemiology, Public Health Preparedness, and Communications. Future and ongoing response to increased severe weather events and other impacts identified above are constrained because of a structural funding problem across the department. Community partnerships are critical in response efforts, and Public Health actively partners with local emergency management, healthcare, and community and faith-based organizations. Monitoring the situation, developing and disseminating life-saving information, and conducting outreach are key focus areas during severe weather events.

Public Health responds to severe weather through the following activities:

- Activates the Health and Medical Area Command (incident command structure) to coordinate “Emergency Support Function 8” response activities.
- Monitors disease surveillance data and requests hospitals and healthcare providers report cases of carbon monoxide poisoning during times of widespread power outages.
- Monitors King County Medic One response calls for reports of illness or medical issues, such as heat-stroke and carbon monoxide poisoning.
- Coordinates messaging with governmental and healthcare partners through public information officers and joint information centers.
- Partners with the Northwest Healthcare Response Network to monitor impacts to hospitals, health systems and long-term care facilities, assuring that service capacity is maintained and systems are operational.
- In partnership with the Office of Emergency Management, activates the Winter Weather Transportation plan to provide transportation for individuals needing life-saving treatment for acute or chronic health conditions that require regular intervention (such as chemotherapy or dialysis) and have already explored all other options.
- Activates the Community Communication Network to provide outreach and education to communities at risk for carbon monoxide poisoning due to power outages and cold temperatures, heat safety messages for those vulnerable due to medications, age, and environment, as well as other life-safety messages.
- The Vulnerable Populations Action Team’s (VPAT) Community Communication Network (CCN) is a way to exchange information with community and faith-based organizations and community leaders to ensure essential emergency and emergency health-related information reaches vulnerable residents of King County.³ There are currently over 400 agencies are enrolled in the CCN totaling over 700 individuals.
- Leverages community partnerships developed by VPAT to help service providers get prepared, stay prepared, and be ready to respond to their clients’ needs during times of disaster. Systems and tools developed for emergency-related events can be leveraged to help agencies be better prepared to withstand impacts caused by climate change.
- Conducts outreach to communities that may be disproportionately impacted by disasters through partnerships developed through VPAT including the Somali Health Board, Homeless Stakeholder Group, and Vietnamese Community Communication Project.

Vulnerabilities before, during, and after emergencies are rooted in structural and systemic barriers; crisis exacerbates the damaging effects of these factors. Those that need the most help, the most vulnerable, are often the ones who fall through gaps in access to information, services, and resources.

Priority Actions and Long-Term Direction

Public Health is operating in an austere budget environment.

The current projected deficit in the Public Health fund presents a challenge in taking on new work as Public Health has substantially lower staffing levels and lower levels of service than in the past. For example, the budget for preparedness work is comprised



³ The Vulnerable Populations Steering Committee defines a vulnerable population as: “Any individual, group, or community whose circumstances present barriers to obtaining or understanding information, and/or to access and use the resources offered before, during and after a disaster event. Circumstances that may present barriers include, but are not limited to age; physical, mental, emotional, or cognitive status; culture; ethnicity; religion; language; citizenship; location; or socioeconomic status.”

entirely of federal grants, which are limited in scope and have been cut in recent years. In addition, the Environmental Health section is funded primarily by fees, which are restricted for program activities that generate those fees. Without additional funds, Public Health will capitalize on existing outreach efforts to conduct stakeholder engagement to inform the climate change work going forward and will seek to identify additional funding to support implementation of the identified actions.

By 2020, Public Health will:

- Develop and implement a stakeholder engagement strategy to gauge perceptions of climate impacts on human health and to inform policy changes to prepare for climate change. First, Public Health will partner with the Office of Emergency Management to implement a survey of local emergency managers. Other potential stakeholders include Public Health employees and community partner organizations.
- Use engagement and survey results to develop strategy and potential policy changes to address and prepare for climate change.
- Develop a funding strategy for a comprehensive public health and climate change program to include:
 - Implementing a data surveillance system to monitor and report human effects of climate change, particularly for vulnerable populations.
 - Conducting community and stakeholder engagement, education, and outreach, with an emphasis on historically marginalized and overburdened communities.
 - Establishing systems to detect and respond to current and emerging health threats.
 - Preventing and adapting to current and anticipated human health impacts.
- Secure the assistance of an intern or practicum student to help identify key components, develop a program framework, and pursue a strategy to secure funding required for implementation.

7. Stormwater

King County and the local cities have stormwater management programs with several functions, including ensuring new stormwater facilities have adequate flow control and water quality treatment, operating and maintaining stormwater facilities, and responding to emergencies to maintain stormwater facilities and limit urban flooding.

Impacts

Stormwater conveyance and treatment systems in unincorporated King County have been designed to accommodate runoff generated by historical rainfall patterns. As climate change is projected to shift rainfall patterns to more frequent and larger storms, it is possible that some of the stormwater systems may be undersized for future conditions, which would result in more urban flooding and increased emergency response and maintenance needs before and after storms.

Ongoing Response

The Water and Land Resources Division is in the process of developing a comprehensive asset management plan for its stormwater conveyance and treatment assets. King County maintains a stormwater design manual and meets all requirements of its municipal stormwater permit issued by the Washington State Department of Ecology under the National Pollutant Discharge Elimination System for stormwater management in unincorporated King County. The manual is also used by

multiple cities within King County. The Water and Land Resources Division reviews development plans and designs to ensure stormwater infrastructure built in unincorporated King County meets flow control and water quality treatment requirements. The Water and Land Resources Division is also designing and constructing additional facilities in the Evans Creek basin and the May Creek basin to address stormwater management issues and has submitted a grant proposal to the Washington State Department of Ecology to assess climate change impacts on stormwater facility design.

Proper design, asset management, construction and maintenance of stormwater infrastructure preserves water quality and limits harmful stormflows; this provides the resiliency of the system as storm patterns change.

Priority Actions and Long-Term Direction

The Water and Land Resources Division has been selected to receive grant funding from the Washington State Department of Ecology to assess the impacts of climate change on precipitation patterns and stormwater infrastructure sizing requirements. This project is being co-funded by the Wastewater Treatment Division and will be conducted by researchers at the University of Washington. Pending the final funding availability in Washington State's next biennial budget, the project will develop recommendations for updating King County's Surface Water Design Manual to account for climate change impacts on precipitation patterns. The findings will be incorporated into the design manual's 2019 update, which would then be used by developers and County agencies when building new stormwater infrastructure and for maintaining, replacing or upgrading existing stormwater infrastructure. Following this effort, future evaluations may focus on assessing the impacts of changing precipitation patterns on operations and maintenance costs and on emergency response costs.



8. Flood Risk Reduction and Floodplain Management

The Water and Land Resources Division implements flood risk reduction activities under contract from the King County Flood Control District, which was established by the King County Council in 2007 to protect public health and safety, regional economic centers, public and private properties, and transportation corridors.

The Flood Control District, under direction from the King County Flood District Board of Supervisors, is addressing the backlog of maintenance and repairs to levees and revetments, acquiring repetitive loss properties and other at-risk floodplain properties, and improving countywide flood warning and flood prediction capacity.



The creation of the Flood Control District has resulted in a substantial increase in local funding for flood risk reduction activities, with 2015 tax revenues of \$52.8 million. Pictured here is the Reddington Levee setback project along the Green River in the City of Auburn.

Impacts

Researchers at the University of Washington and elsewhere have completed multiple studies that project increased size and frequency of river flooding throughout the Pacific Northwest due to climate change, although river-specific estimates have not yet been determined for King County watersheds. In addition, climate change-driven sea level rise is likely to cause more frequent and larger coastal flooding during king tides and storm surges. Flood risk reduction is also likely to be affected by the increased landslide risk on steep slopes along river valleys. Finally, as flood size and frequency increases, emergency response activities would increase accordingly.

Ongoing Response

The Flood Control District is addressing a backlog of maintenance and repairs to levees and revetments, acquiring frequently-flooded properties in river floodplains and other at-risk river floodplain properties, assisting with risk reduction activities on properties at risk of river flooding, and improving countywide flood warning and flood prediction capacity. Overarching countywide strategies and objectives include:

- Improving levee protection through major commercial, industrial and residential areas.
- Improving flood water conveyance and capacity.
- Reducing risk by removing or elevating flood- and erosion- prone residential structures, elevating farm structures, and assisting with the construction of farm pads.
- Coordinating, communicating, and implementing responses to flood emergencies with other agencies, jurisdictions, and the public.
- Providing safe access to homes and businesses by protecting key transportation routes.
- Minimizing creation of new risks to public safety from development pressure.

Priority Actions and Long-Term Direction

In addition to ongoing work to reduce flood risk in King County, three key new work items will be completed to address the potential impacts of climate change.



First, the Water and Land Resources Division will use research results on changing local rainfall patterns to assess risk of increased flood sizes and frequencies in King County rivers. The study on changing precipitation patterns is co-funded by the Water and Land Resources and Wastewater Treatment Divisions and a grant from the Washington State Department of Ecology and will be conducted by the University of Washington. The Water and Land Resources Division will seek funding in 2016 and 2017 to expand this study to assess impacts on flooding size and frequency. If funding is secured, projections of impacts on flood sizes and frequencies in King County will be incorporated into future updates to King County's **Flood Hazard Management Plan**. Until this assessment is complete, the Water and Land Resources Division will complete the development of corridor plans for each river system. If warranted, the corridor plans will incorporate a higher level of protection to flood risk reduction projects to account for existing uncertainties and community risk reduction interests, including uncertainty of climate change impacts on flood size, frequency, damages, and disruption.

Second, shoreline homes and businesses are at increasing risk of coastal flooding and erosion during king tides and/or storm surges due to sea level rise. During the process to update FEMA's 100-year floodplain maps for the coast, King County previously mapped changes in coastal flooding due to a two-foot sea level rise. Beyond requiring a three foot elevation above the 100-year flood level for new construction and major remodels in unincorporated King County, which also

applies to coastal floodplains, King County does not currently have a comprehensive strategy for reducing future flood risks to Puget Sound shoreline homes and businesses under its jurisdiction in the unincorporated area of Vashon-Maury Island. The cities of Shoreline, Seattle, Burien, Normandy Park, Des Moines, and Federal Way also face potential impacts from sea-level rise.

The first step for developing an approach to address coastal flooding risks would be to conduct an analysis of the magnitude and economic impacts of the current risks, and the timing and magnitude of the increase over time. This analysis would build on a previous effort to map changes in coastal flooding due to sea level rise. Potential approaches for addressing risks might include improved sea-walls, structure elevation, structure purchase and demolition, incentive programs, new permitting requirements, and enhanced insurance requirements. King County will seek funding to develop a comprehensive approach to reduce risks to Puget Sound shoreline homes and businesses at increasing risk of flooding and coastal erosion due to sea level rise.

Third, the Water and Land Resources Division, with funding from the Flood Control District, and Department of Permitting and Environmental Review are updating landslide hazard analyses and mapping along major river corridors and on Vashon Island. Larger and more frequent storm events, which are projected to occur under climate change conditions, increase the risks of landslides due to increased soil saturation. The landslide hazard mapping along river corridors and on Vashon Island is scheduled to be completed in 2016. The Water and Land Resources Division will seek funding to update the landslide hazard analysis and mapping for the rest of King County by 2020.

Following completion of the three new actions, several long-term climate change preparation activities are recommended related to flood risk reduction:

- Depending on the magnitude of the projected timing and changes of flood size and frequency, further assessment of climate change impacts on the depth and extent of flood inundation, or on the increased economic impacts, could be warranted. It is possible that future development of FEMA 100-year floodplain maps may allow for incorporation of climate change impacts on flood size and frequency.
- Funding will be sought to implement the comprehensive strategy for reducing future coastal flood risks to shoreline residents and businesses.
- Following the updates to the landslide risk mapping along river corridors, policies related to reducing landslide risks may be reviewed and updated.

9. Salmon Recovery

Puget Sound Chinook salmon and bull trout were listed as threatened under the Endangered Species Act in 1999, and steelhead were listed as threatened in 2007. The Water and Land Resources Division maintains interlocal agreements with 39 cities to provide watershed planning and habitat protection and restoration services in support of the salmon recovery plans. The interlocal agreements are scheduled to be renewed for the 2016-2025 time period.

Lake Sammamish native kokanee salmon population is declining precipitously. The kokanee spend their entire lifecycle in freshwater, migrating to Lake Sammamish as inch-long fry and spending three to four years in Lake Sammamish before spawning in their natal streams. Since 2007, King County has worked with other local jurisdictions, state and federal agencies, tribes, community groups, and kokanee advocates in the watershed as part of the Lake Sammamish Kokanee Work Group to reverse the decline.

Impacts

Salmon populations and salmon habitat are likely to be impacted by climate change in several ways:

- Increased water temperatures will stress salmon populations, affecting stream-rearing juveniles, adult salmon returning to spawn in the fall, and kokanee salmon in Lake Sammamish.
- Changes in peak flows from spring to winter may result in shifts in migration patterns or food availability for young fish.
- Increased flood frequency and severity may result in increased scouring of river bottoms, which can destroy salmon redds (nests).
- Decreased spring and summer flows in major rivers may limit habitat available for spawning and rearing.

Ongoing Response

King County is implementing salmon recovery plans in the King County portion of Water Resources Inventory Areas (WRIAs) 7, 8, 9, and 10. These 50-year plans and the associated interlocal agreement for coordination and funding are scheduled for updating in 2015. The goal of the salmon recovery plans is to improve salmon habitat for long-term population resiliency. To achieve these goals, the plans focus on habitat restoration projects to restore watershed processes and habitat that support Chinook salmon and other salmonids in each WRIA. This goal applies under climate change conditions.



An analysis by the University of Washington and the National Oceanic and Atmospheric Administration of climate change impacts on salmon recovery efforts indicated that the Salmon Recovery Plan would need to increase its level of effort to outpace the impacts of climate change and achieve positive net gains in habitat.

Priority Actions and Long-Term Direction

Two new actions to adapt the salmon recovery programs to climate change impacts will be completed within the next five years.



First, King County will expand its efforts to maintain minimum flows in rivers during summer months. This will include working with water purveyors and the U.S. Army Corps of Engineers to ensure dam operations allow for minimum flow targets to be met or exceeded in low-snowpack years. The County will also work with water purveyors and farmers to expand water conservation efforts and minimize withdrawals from already overtaxed watersheds. These activities might include tightening plumbing and landscape code conservation requirements, enhancing programs to reduce urban outdoor water use, and expanding the use of reclaimed water.

Second, King County will seek grant funding to assess climate change impacts on salmon recovery plans and to update the plans for climate resiliency. The salmon recovery plans currently focus on projects to protect habitat and restore habitat-forming processes, increase populations, and enhance long-term resiliency. However, these plans have not yet been analyzed in detail for future performance under climate change conditions. High priority salmon recovery actions, such as reconnecting floodplains, protecting forest cover, and restoring riparian areas, will also help offset projected climate change impacts. Nevertheless, further review of the plans to ensure resiliency

under climate change conditions is critical to long-term survival of Chinook salmon and other salmon in King County.

10. Public Transportation (including King County Metro Transit and Water Taxi)

The King County Water Taxi provides safe, reliable, efficient, environmentally sound, customer-friendly, and fiscally responsible passenger-only ferry services to the public and establishes waterborne transportation as a viable alternative mode of transportation in support of regional mobility and a high quality of life in King County. The Water Taxi operates passenger ferries between downtown Seattle and West Seattle and downtown Seattle and Vashon Island.

Impacts

Sea level rise could cause higher tides or storm surges that exceed the designed capabilities of the floating docks and/or gangways.

Ongoing Response

The floating dock and gangway in West Seattle that is utilized by the Water Taxi was replaced in 2010 with a new floating dock and gangway, which are able to accommodate several feet of sea level rise. The dock used by the Water Taxi in downtown Seattle is owned and maintained by the Washington State Department of Transportation. Replacement of this dock is currently scheduled for 2017, and will include accommodation of several feet of sea level rise. The Vashon Island dock is also owned and maintained by the Washington State Department of Transportation and is scheduled for seismic upgrades in the second half of 2015. King County coordinates with Washington State Department of Transportation to ensure that sea level rise is accounted for in their projects.



Floating docks used by the Water Taxi are attached to pilings, with floating gangways attached to neighboring fixed docks.

Priority Actions and Long-Term Direction

Long-term concerns about sea level rise will be addressed over the next several decades as ferry terminals are reconstructed by Washington State Department of Transportation.

11. Environmental Science and Monitoring

The Water and Land Division conducts ongoing monitoring of environmental conditions in King County to track long-term trends and identify if conditions are improving or declining over time. The monitoring team also conducts permit-required monitoring for multiple agencies, provides scientific and environmental support to capital projects, and provides scientific input and review to various King County policies and regulations.

Impacts

The importance of monitoring changes in environmental conditions is likely to increase with a changing climate, as conditions once believed to be essentially static, such as average temperatures and average rainfalls, are now changing over time.

Ongoing Response

The Water and Land Resources Division will maintain its water quality monitoring program as one method for tracking climate change impacts. Among other parameters, this

program provides data on multiple topics directly related to climate change, including rainfall patterns, river and stream flows, groundwater levels, water temperatures, ocean acidification, and large lake and

Puget Sound food webs. These data, and collaborative modeling efforts with the University of Washington, allow for King County to ensure that impacts are understood and accounted for in plans and policies. In addition, the Water and Land Resources Division recently began monitoring ocean acidity of the Puget Sound's central basin in cooperation with the University of Washington and the National Oceanic and Atmospheric Administration.



The importance of monitoring changes in environmental conditions is likely to increase with a changing climate, as conditions once believed to be essentially static, such as average temperatures and average rainfalls, are now changing over time. Pictured here, King County staff measures in-stream flows in Taylor Creek.

Priority Actions and Long-Term Direction

The Water and Land Resources Division will continue to track changes in hydrology, water quality, habitat, and biota and pursue funding to better understand impacts of change patterns of precipitation on stormwater runoff and major river flooding.

As noted earlier in this chapter, the County has taken the approach of embedding climate change considerations throughout its diverse programs and services. Climate science is continuously progressing, with new and refined projections on timing and magnitudes of changes getting published each year. County agencies have varying levels of technical expertise and resources to monitor and apply new findings to their operations and capital programs. The County should establish a dedicated climate change preparedness staff position to support the work of departments, act as a central point of contact for developing research and funding proposals, and develop partnerships with other local governments, universities, and non-profit organizations.



12. Emergency Management

The Office of Emergency Management provides leadership and support throughout King County. The Office of Emergency Management works in partnership with cities, counties, state and federal agencies, tribes, special purpose districts, non-profit organizations, community groups, and businesses to develop a regional approach to emergency planning, response, and recovery. These collaborative partnerships are essential for effective coordination of information, resources, and services throughout the region.

King County supports a number of programs aimed at preparing for, responding to, and recovering from regional disasters and local emergencies. The five phases of emergency management - Mitigation, Prevention, Preparedness, Response, and Recovery - drive the Office of Emergency Management's work to:

- Coordinate regional emergency planning, response, and recovery activities through partner agency engagement.
- Manage resources and information sharing before, during, and after a disaster.
- Facilitate trainings and exercises to test regional emergency capabilities and interagency communications.
- Recommend policies, strategies, and standards.
- Fund and maintain regional technology tools that provide situation awareness, alert, warning, and notifications for emergencies.

Impacts

Climate change is projected to increase the frequency and severity of certain types of emergencies that will require a coordinated response. Severe weather, flood events, heat waves, fires, and landslides are all likely to increase in severity and frequency in the future. This increase will require additional and expanded emergency response.

Ongoing Response

As the impact of climate change on hazards becomes more evident, emergency management capabilities must become more robust. The Office of Emergency Management has four major focal points in addressing climate change impacts:

Regional Hazard Mitigation Plan (RHMP): Hazard mitigation is the use of long-term and short-term policies, programs, projects, and other activities to alleviate the death, injury, and property damage that can result from a disaster. King County and a partnership of local governments within the county have developed and maintained a regional hazard mitigation plan to reduce risks from natural disasters. In particular, the [RHMP](#) helps to identify and mitigate the impacts of disasters and creates a community more resilient to natural, technological and societal hazards, including the impacts of a changing climate. The 2014 RHMP includes 28 mitigation actions addressing all hazards, including climate change. These actions include infrastructure improvements to critical facilities and ongoing planning initiatives.

Response Planning: Emergency plans are developed in collaboration with jurisdictions, businesses, and other emergency response partners to be consistent with Federal and State laws, as well as local ordinances. The plans describe roles and responsibilities before, during, or after an emergency. They also address likely hazards, develop a context for when a plan might be used, and describe responsibilities, actions, and related timelines. Response plans include:

- **Comprehensive Emergency Management Plan (CEMP)** is used by elected and appointed King County officials to mitigate, prepare for, respond to, and recover from disasters. The CEMP is the basis for how the Emergency Coordination Center will operate in the event of an incident or disaster.
- **King County Continuity of Operations Plan (COOP)** addresses the continuation of essential services (delivered by government during normal business conditions) when emergencies occur.

- **Regional Coordination Framework (Disaster Plan)** is a unique “mutual aid agreement” that establishes the framework to allow public, private and nonprofit organizations an avenue to efficiently assist one another during a disaster.
- **Disaster Debris Management Plan** is a jurisdiction-specific process for how disaster debris may be collected and managed, including personal belongings.
- **King County UASI Evacuation Template** aids jurisdictions in preparing an evacuation annex to their Comprehensive Emergency Management Plan (CEMP) or to serve as a stand-alone plan for a specific hazard. The template presents evacuation planning concepts that are applicable across all scales and scopes of evacuations.
- **Business Emergency Operations Center (BEOC)** – used as a model to increase business preparedness and collaboration between public and private partners. The BEOC will be staffed as a branch under the Operations Section of the Regional Communications and Emergency Coordination Center and will foster face-to-face interactions between private sector, King County Government, and emergency response agencies. The BEOC will be asked to problem solve and collaborate regarding response operations, resources, and capabilities. The BEOC also serves as a mechanism to provide first-hand situational awareness to the private sector in order to facilitate the continuity of operations.

Resilient King County Initiative/Recovery Planning: To be completed by the end of 2015, King County’s recovery framework will describe how the six Recovery Support Functions identified within the National Disaster Recovery Framework will operate within King County. The framework will establish a process for both short and long-term recovery, including how to manage the transition from the Regional Communications and Emergency Coordination Center to a Long-term Recovery Task Force. Key elements of King County’s recovery strategy include:



- Establish “one voice” King County – ensure communication with public is clear, consistent, and uses multiple methods to communicate.
- Determine regional recovery strategy, task forces, and the path(s) forward for collaborative decision making and coordination.
- Convene key stakeholders (all levels of government, private sector, community groups) to participate as leads and subject matter experts in recovery organizational structure.



Climate change is projected to increase the frequency and severity of certain types of emergencies that will require a coordinated response. Severe weather, flood events, heat waves, fires, and landslides are all likely to increase in severity and frequency in the future. This increase will require additional and expanded emergency response. Pictured here, King County Executive Dow Constantine and regional leaders and emergency managers gather as part of the Resilient King County initiative.

- Act as a broker of additional resources from state and federal partners.
- Assist with cross-jurisdictional issues and identify gaps that need attention.

The Resilient King County initiative seeks to establish a recovery framework to assist individuals, families, businesses, and government to recover from an emergency in a manner that sustains the physical, emotional, social, and economic well-being of the community.

Public Education: The Office of Emergency Management’s community outreach program is intended to manage all efforts to get the community personally prepared and informed about all hazards in the community, including climate change. Public education is provided through the following mechanisms:

- Paid and earned media events focused on preparedness, leveraged through the Make it Through and Take Winter by Storm campaigns.
- Education of community groups, employers, schools, and other organizations.
- Community events, including safety fairs, farmers markets, town halls, etc.
- Development of resources for limited-English proficiency populations.

Priority Actions and Long-Term Direction

The Office of Emergency Management has identified three new actions to be completed over the next five years. First, The Office of Emergency Management will be responsible for producing an annual report based on the status of mitigation actions and strategies identified in the RHMP. Each planning partner will be required to assess whether the mitigation actions and strategies identified for their jurisdictions should be modified based on current and changing conditions, including climate change risks and impacts. This assessment will help better inform emergency planning and response.

Secondly, based on the most recent assessments of climate change impacts, information on climate change will be integrated into the Office of Emergency Management’s ongoing public education presentations and campaigns.

Finally, as the Office of Emergency Management continues to complete periodic activations, drills, and exercises, it will test a heat wave scenario for emergency response coordination in the next five years.



The following information compiles and summarizes the near-term priority actions presented in the programmatic overview above. As outlined in the Environmental Science and Monitoring programmatic overview, the County should establish a dedicated climate change preparedness staff position to support the work of departments, act as a central point of contact for developing research and funding proposals, and develop partnerships with other local governments, universities, and non-profit organizations.



Science and Research

- **Assess climate impacts on rainfall patterns.** The Water and Land Resources Division, in cooperation with the Wastewater Treatment Division, and partially supported by a grant from the Washington State Department of Ecology, will implement a study in collaboration with the University of Washington to assess climate change impacts on local rainfall patterns. Building on results from this research, King County will:

 - **Update stormwater design requirements.** The Water and Land Resources Division will apply the research findings to stormwater facility design and sizing requirements. Results of this research will be incorporated into future updates of the King County Surface Water Design Manual.
 - **Assess impacts on wastewater conveyance and treatment.** The Wastewater Treatment Division will use the results of the research to assess potential impacts on wastewater conveyance and treatment. Results will be incorporated into future updates of the Regional Wastewater Services Plan and the King County Combined Sewer Overflow Control Plan.
- **Assess climate impacts on flood sizes and frequencies.** The Water and Land Resources Division will build on local rainfall research to model river flows under climate change conditions. This effort will quantify likely impacts of climate change on flood sizes and frequencies in King County rivers. Results from this study will be incorporated into future updates of the King County Flood Hazard Mitigation Plan.
- **Assess climate impacts on population growth rates.** The Department of Natural Resources and Parks and the Executive's Office will coordinate with Washington State, the Puget Sound Regional Council, local researchers, and other local jurisdictions to evaluate potential increases in population growth beyond current projections due to increased migration resulting from climate change and potential implications for regional infrastructure and services.
- **Survey and engage stakeholders on health and climate change.** Public Health will develop and implement a stakeholder engagement strategy to gauge perceptions of climate impacts on public health.



Planning and Implementation

➤ **Expand use of reclaimed water.** The Wastewater Treatment Division will further develop and expand its reclaimed water program in the Sammamish River valley and near the South Treatment Plant to reduce reliance on Puget Sound for the discharge of treated effluent and provide a water source for agricultural irrigation and groundwater recharge.

➤ **Preserve road safety and maintenance.** The Road Services Division will focus on immediate operational safety and emergency response needs. To the extent feasible under available funding and/or as required by permitting agencies, it will incorporate information about changes in future flooding, storm sizes and frequencies, and landslide risks into roads maintenance and preservation programs and projects for unincorporated King County.



➤ **Conduct hazard mapping.** The Water and Land Resources Division and the Department of Permitting and Environmental Review will complete the update to King County's landslide hazard analyses and mapping along major river corridors and on Vashon Island. When funding is available, they will also conduct an update to King County's landslide hazard analyses and mapping elsewhere in King County.



➤ **Plan for sea level rise impacts on coastal zones.** The Water and Land Resources Division will prepare a comprehensive strategy to reduce risks to Puget Sound shoreline homes and businesses at increasing risk of flooding and coastal erosion due to sea level rise.

➤ **Plan for salmon recovery.** The Water and Land Resources Division will seek grant funding to assess climate change impacts on salmon recovery plans and to ensure the plans are resilient in the face of climate change.



➤ **Expand and fund public health preparedness and responses.** Public Health will seek new funding to implement a comprehensive public health and climate change program.



➤ **Further integrate climate change impacts into emergency management and planning.** Building on recent integration of climate change into King County's 2014 Regional Hazard Mitigation Plan, the Office of Emergency Management will:



- **Evaluate emergency preparedness mitigation strategies.** The Office of Emergency Management will require that each planning partner assess whether the emergency preparedness mitigation actions and strategies identified for their jurisdictions should be modified or updated due to projected climate change impacts.
- **Provide emergency preparedness climate education.** The Office of Emergency Management will integrate information about climate change in ongoing campaigns that provide public education about emergency preparedness.
- **Conduct a heat wave emergency response drill.** The Office of Emergency Management will conduct an emergency response drill to evaluate preparedness for a major heat wave.

Partnerships

- **Plan for low stream flows.** The Water and Land Resources and Wastewater Treatment Divisions will work with water purveyors and the U.S. Army Corp of Engineers to help ensure minimum river flows for fish and agriculture during low flow seasons and work with water purveyors and farmers to expand water conservation efforts and use of reclaimed water.
- **Work Regionally to Prepare for Climate Impacts.** Counties and cities across Central Puget Sound are at various stages of assessing climate impacts on their communities, identifying vulnerabilities, and mapping out climate preparedness actions. Employment opportunities, transportation networks, and disaster recovery planning efforts span jurisdictions boundaries. With upcoming updates to local comprehensive plans, regional transportation plans, and emergency plans, there is an opportunity to pool expertise and resources and coordinate regionally. Regional coordination will allow for more efficient and strategic use of resources for research on local climate impacts, support more effective and consistent communication with the public, and support better integration across planning disciplines. King County, PSRC, neighboring counties and cities in Central Puget Sound, non-profit organizations, and businesses have had preliminary discussions about establishing a Central Puget Sound Climate Preparedness Partnership, and King County will actively partner to scope and establish this partnership.

ACCOUNTABLE AGENCIES

Strategies for addressing climate change impacts on natural resources are primarily the responsibility of the [Department of Natural Resources and Parks](#), including the [Water and Land Resources](#) and the [Parks and Recreation Divisions](#). Strategies related to flooding are the responsibility of the [King County Flood Control District](#), which is a special purpose government created to provide funding and policy oversight for flood protection projects and programs in King County. The Flood Control District's Board is composed of the members of the [King County Council](#). The Water and Land Resources Division of the King County Department of Natural Resources and Parks carries out the approved flood protection projects and programs under an interlocal agreement.

Strategies related to transportation are the responsibility of the [Department of Transportation](#), including the [Metro Transit Division](#), [Road Services Division](#), [King County International Airport](#), and the [Water Taxi](#).

Strategies for emergency management are the responsibility of the [Office of Emergency Management](#). Strategies related to planning for and addressing the impacts of climate change on public health are the responsibility of [Public Health – Seattle and King County](#).

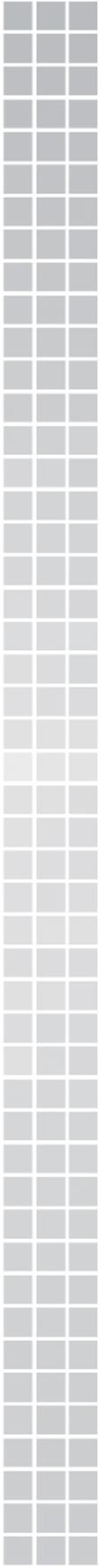
Strategies for preparing for impacts to infrastructure and operations are the responsibility of all King County agencies listed above, as well as DNRP's [Solid Waste Division](#) and [Wastewater Treatment Division](#) and the [Department of Executive Services' Facilities Management Division](#).

The Department of Natural Resources and Parks' Climate Team plays a coordinating and oversight role and is accountable for strategies related to staff training and education. The Climate Leadership Team, which includes Department Directors from four County departments and staff from the Executive's Office, provides a forum for coordinating climate preparedness actions and resources.

APPENDICES

- **APPENDIX A:** Coordination with Other County Plans
- **APPENDIX B:** Response to King County Council Motion 14349
- **APPENDIX C:** Energy Strategy Details
- **APPENDIX D:** Green Building Reporting
- **APPENDIX E:** Climate Program Costs and Benefits





APPENDIX A: Coordination with Other County Plans

APPENDIX A: Coordination with Other Plans

Appendix A: Coordination with Other County Plans

PLANS	SEE THIS GOAL AREA /SECTION					
	Transp. & Land Use	Energy	Green Building	Consump. & Mater. Mgmt.	Forests & Ag.	Preparing for Impacts
King County Comprehensive Plan	■	■	■	■	■	■
King County Strategic Plan	■	■	■	■	■	■
King County Comprehensive Solid Waste Management Plan			■	■		
King County Consortium Consolidated Housing and Community Development Plan	■	■	■			■
King County Equity and Social Justice Strategic Plan (in development)	■	■	■	■	■	■
King County FARMS Report - Future of Agriculture Realizing Meaningful Solutions	■				■	■
King County Flood Hazard Management Plan	■				■	■
King County International Airport – Airport Master Plan	■	■				
King County Marine Division Strategic Plan	■	■				
King County Metro Transit Long Range Plan (in development)	■	■				■
King County Metro Transit Strategic Plan for Public Transportation	■	■				■
King County Open Space Plan: Parks, Trails, and Natural Areas					■	■
King County Parks and Recreation Division Forest Stewardship Plans					■	■
King County Regional Hazard Mitigation Plan						■
King County Regional Trails Inventory and Implementation Guidelines	■					
King County Regional Wastewater Services Plan		■		■		■
King County Stormwater Management Program Plan	■		■			
King County Strategic Plan for Road Services	■					■
Public Health Seattle and King County Environmental Health Services Strategic Plan	■		■			■
PROGRAMS AND LEGISLATION						
King County Critical Areas Ordinance	■				■	■
King County Conservation Futures Program	■				■	■
King County Current Use Taxation Program					■	
King County Environmentally Preferable Purchasing and Practices Ordinance		■		■		
King County Equity and Social Justice Ordinance	■	■	■	■	■	■
King County Farmland Preservation Program					■	■
King County Green Building and Sustainable Development Ordinance		■	■			
King County Local Food Initiative					■	■
King County Transfer of Development Rights Program	■				■	
Resilient King County Initiative						■

APPENDIX B: Response to King County Council Motion 14349

APPENDIX B: Response to King County Council Motion 14349



Appendix B: Response to King County Council Motion 14349

King County Council Motion 14349, adopted in May 2015, provided the County Executive a list of selected climate-related activities and policies from other jurisdictions to consider in development of the 2015 SCAP.

The table below presents that list organized by 2015 SCAP goal area or section. A green square in the “Status” column represents suggestions that are addressed in the 2015 SCAP and/or already exist as a County program or policy. A yellow square in the “Status” column represents suggestions that are not directly included in the 2015 SCAP. This could be due to factors such as local environmental conditions, the role and authority of King County government, cost effectiveness, existing programs or policies in other jurisdictions or organizations, or other reasons as described in the responses in the table.

Suggestion from Motion 14349	Status	Response to Suggestion
<i>SCAP Plan Development: Outreach and Engagement</i> See the Outreach and Engagement section for more information.		
Public workshops and a website survey which provide a forum for public participation in climate action plan development. (City of Berkeley)	■	King County utilized multiple tools for reaching out to a variety of audiences: <ul style="list-style-type: none"> • online forum using Mindmixer • in-person focus groups in multiple languages • individual and small group interviews • ongoing discussions with stakeholders and subject matter experts This engagement was an important step in starting to cultivate relationships with community-based organization and others that will advance King County’s climate strategy moving forward.
Partner with an outside non-profit to create and develop the plan. (City of Berkeley)	■	During the creation and development of the 2015 SCAP, multiple non-profit organizations served as subject matter experts and provided technical assistance. Some examples include Climate Solutions, Environmental Coalition of South Seattle (ECOSS), International Living Futures Institute/Cascadia Green Building Council, and the Northwest Energy Efficiency Council.
Involve technical advisory groups (TAG) of sector experts to provide recommendations. (City of Seattle)	■	King County has been working on an ongoing basis with technical experts, who have advised different King County agencies about specific targets and strategies. The County also convened two focus groups involving subject matter experts to provide input about the 2015 SCAP.
Create a Green Ribbon Commission of community, environmental, and business leaders to consider draft of Strategic Climate Action Plan and refine it. (City of	■	In implementing the 2012 SCAP, King County has worked closely with a variety of technical experts on its climate strategy and this ongoing collaboration directly shaped the strategies, actions, and targets included in the 2015 SCAP. For example, the King County-Cities Climate Collaboration (K4C) and Regional Code Collaboration have both functioned as a de facto green ribbon commission, where participants have shared their expertise, insight and ideas and have forged partnerships for regional collaboration. As noted under Priority Actions by

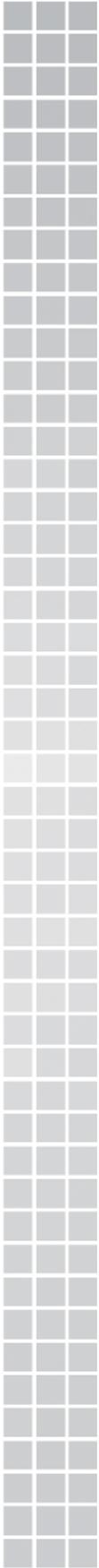
Seattle)		2020 of the Outreach and Engagement description, King County will continue with these partnerships and will cultivate relationships with a broader range of stakeholders moving forward.
Use the media to inform residents of ways to reduce GHG emissions. (Skagit County)	■	<p>In implementing the 2012 SCAP, King County has used traditional and electronic media tools to communicate with residents about ways to reduce GHG emissions, and King County has multiple programs that educate and assist individuals, businesses, and other types of audiences to reduce their carbon footprints. Examples include the <i>It's Easy Being Green</i> campaign, the <i>Recycle More</i> campaign, and Metro Transit's transportation and transit outreach and engagement.</p> <p>With respect to the 2015 SCAP, King County has committed to improving internal coordination on climate change communications and engagement to enhance the impact of its many project and educational programs, which will result in coordinated external communications on GHG emissions reduction efforts and other climate change information.</p>
Goal Area 1: Transportation and Land Use		
Enact anti-idling laws and enforce; expand public education on idling. (City of Boston; Miami-Dade County)	■	<p>The Washington Department of Ecology and the Puget Sound Clean Air Agency currently have robust public education programs on anti-idling. King County maintains a public education website on anti-idling and works closely with partner agencies to share their information on anti-idling programs.</p> <p>Although King County provides some regional services, anti-idling laws enacted by King County would only apply in unincorporated areas, where there is generally less idling of vehicles related to congestion or vehicle destinations. However, idling freight vehicles waiting for access to the Port of Seattle is a concern in unincorporated King County.</p> <p>Internally, King County has an anti-idling policy that outlines that non-revenue vehicles and off-road equipment in King County Executive agencies may not idle for more than 3 minutes in a 60 minute period.</p>
Enact bicycle parking requirements for businesses that also mandates showers and lockers for employees. (Miami-Dade County)	■	<p>To comply with the state's Commute Trip Reduction (CTR) law and locally adopted ordinances in cities and unincorporated King County, a large portion of major employers in the region already provide showers, lockers, and bicycle storage.</p> <p>King County Metro Transit works to provide options that support transit commute options that link with bicycle and pedestrian facilities in the region. The current state CTR law requires major employers to make a good faith effort to develop and implement a CTR program that will encourage its employees to reduce Vehicle Miles Traveled (VMT) per employee and drive-alone commute trips. Local jurisdictions (cities and counties) have implemented ordinances to define how the law would apply to worksites in their areas and consider a menu of different commute options that fit their local needs. Local jurisdictions are required to provide training and technical assistance for employers.</p>

<p>Explore tax-incentives for bicycle commuting. (Miami-Dade County)</p>		<p>King County's Employee Transportation Program has used gift cards as an incentive mechanism to increase bicycle use for commuting. Additionally, Employer Transportation Coordinators at large businesses are responsible for developing commuter incentives and may be able to coordinate employer-paid financial incentives for bike commuters.</p> <p>King County's Commute Trip Reduction program actively helps employers identify alternative commute options, including exploring incentives for increased bicycle commuting. King County currently does not have a legal mechanism to reduce County-collected taxes based on mode of travel.</p>
<p>Implement "Safe Routes to School" program so kids can bike or walk to school. (Portland-Multnomah County)</p>		<p>Under state law, every new urban development is evaluated for safe walking routes and considered in part of the approval process for development. This can include providing safe walking routes directly to the school, or to locations to get on a school bus, depending on the needs of the school. This is dictated in state law per RCW 58.17.110.</p> <p>Public Health – Seattle and King County is working with partners through coalitions, workgroups and advisory boards to improve access to Safe Routes to School programs and resources. For example, Public Health participated in the Seattle Department of Transportation's efforts to develop the Seattle Pedestrian Master Plan. The Plan prioritizes pedestrian and safety improvements around schools. Public Health staff provides leadership to the Puget Sound Regional Council Bicycle Pedestrian Advisory Committee and participate on the Regional Staff Committee.</p>
<p>Goal Area 2: Buildings and Facilities Energy</p>		
<p>Install solar panels on all county buildings. (Miami-Dade County)</p>		<p>The 2015 SCAP sets direction and ambitious targets to increase renewable energy production and usage for King County operations and includes targets for renewable energy production and consumption. After using state solar production incentives, in Washington State, solar energy has a long payback (often 20+ years). For this reason, the County is prioritizing enhanced energy efficiency as the most cost effective energy strategy.</p> <p>With the hope and assumption that the County will continue to push the limits of energy efficiency and that solar energy cost effectiveness will improve, <i>Goal Area 2: Buildings and Facilities Energy</i> addresses making facilities "solar ready" for future integration of lower cost solar, and staff will be researching the potential to develop an offsite County-owned large-scale solar array, with the assumption that the cost efficiencies of larger scale systems could demonstrate to be life-cycle cost effective as an energy supply strategy for an aggregated group of multiple county facilities.</p> <p>In the short term, the County will take advantage of grant opportunities to fund solar projects, such as the 104 kW photovoltaic systems on the roofs of the King County Aquatic Center and Regional Justice Center for which the County received \$525,000 and \$475,000 grants.</p>

<p>Develop district, solar, and geothermal energy in the public right of way. (City of Seattle)</p>		<p>In Goal Area 2: Buildings and Facilities Energy, King County expresses support for community renewable energy projects on County-owned property that are in the best interest of the public and reduce community energy use.</p> <p>King County has been pursuing these strategies, including a 2012 agreement with Vashon Community Solar for an approximately 50 kW system, but the project did not break ground. Also in 2012, the Wastewater Treatment Division (WTD) issued a Request for Information to seek input on potential projects that would extract heat from the wastewater conveyance system. While no projects have yet to materialize, WTD continues to work with urban real estate developers to demonstrate how WTD can tap into this thermal energy asset. Currently several Seattle projects are considering tapping into King County lines to maximize this heat source.</p>
<p>Develop financing tools for property owners including loans for property owners who opt-in to finance energy efficiency or renewable energy projects; in California, authorized by AB811 (Financing Initiative for Renewable and Solar Technology). (Sonoma County)</p>		<p>In Goal Area 2: Buildings and Facilities Energy, one of the Priority Actions by 2020 commits King County to reducing the costs of resource efficiency and renewable energy for property owners, including cities. The County is currently looking into how to make its Fund to Reduce Energy Demand (FRED) available to other local governments.</p>
<p>Provide small businesses subsidies and assessment/advice for projects that reduce energy/light use. (City of Berkeley; City of Boulder)</p>		<p>Seattle City Light and Puget Sound Energy have robust energy efficiency programs that collectively spend over \$130 million each year to encourage local businesses and residences to conserve energy. A critical piece of these programs is providing assessments and financial assistance to businesses of all sizes.</p> <p>The County will continue to partner with Seattle City Light and Puget Sound Energy to help market efficiency programs and connect businesses and residents with the utilities' financial and assessment programs.</p> <p>The SCAP includes the commitment to support broadening the EnviroStars program to a Regional Green Business program that provides support for and recognizes businesses that have made strides in sustainability such as energy efficiency, purchasing green power, and addressing climate change.</p>
<p>Establish an Energy Savings Account to pay for energy conservation modifications and renewable energy projects in county facilities; will be funded by dollars accumulated from energy savings and conservation measures. (Skagit County).</p>		<p>In 2014, King County set up the Fund to Reduce Energy Demand (FRED). Unlike a savings account, this internal loan program takes advantage of the County's good credit rating to secure funds for any efficiency program that has a ten year or better payback. It is believed that the FRED framework is better than a savings account, in that it does not set up a dollar limit, as would be the case with a savings account. The FRED framework is being investigated as an option for large scale solar investments by the County, possibly with a 20 to 30 year borrowing term.</p>

<p>Include a goal and a proposed timeline in the 2015 Strategic Climate Action Plan for eliminating coal power from the County's operational energy portfolio.</p>		<p>As noted in Goal Area 2: Buildings and Facilities Energy, King County has a priority action to ensure the electricity consumed by County operations is 100 percent GHG neutral by 2025.</p> <p>The County is also committed to partnering with utilities and other local partners on renewable energy resources, including meeting countywide electricity needs while phasing out fossil fuels.</p>
<p><i>Goal Area 3: Green Building</i></p>		
<p>Require publicly accessible energy efficiency ratings for buildings. (City of Boston; City of Seattle)</p>		<p>In Goal Area 2: Buildings and Facilities Energy, King County commits by the end of 2016 to benchmark and publish energy performance and GHG emissions data for County-owned facilities over 20,000 square feet, using the Energy Star Portfolio Manager tool or a methodology appropriate to the facility (e.g. wastewater treatment facility). The County will also work with K4C cities to standardize a benchmarking framework.</p>
<p>Require "cool roofs," light colored or vegetated roofs. (City of Boston)</p>		<p>The intent of cool roofs and the others mentioned is to reduce "heat islands" in urban areas from large commercial structures. This does not apply to the rural unincorporated areas where King County has jurisdiction, but the County will ensure this idea is discussed with the Regional Code Collaboration group for appropriate areas within the county.</p>
<p>Require "daylight harvesting" lighting controls which are tied into daylight coming in from outside a building. (Miami-Dade County)</p>		<p>While not in the 2015 SCAP, "daylighting control" is already in the Washington State Energy Code and implemented by DPER. For example, DPER's office building in Snoqualmie has daylight controlled lighting.</p>
<p><i>Goal Area 4: Consumption and Materials Management</i></p>		
<p>Pilot and consider changing to every other week garbage collection from single family homes. (City of Seattle)</p>		<p>In collaboration with the City of Renton and other stakeholders, the Solid Waste Division successfully piloted every-other-week garbage collection in 2008, and Renton implemented it as a result. The 2013 draft Comprehensive Solid Waste Management Plan encourages this collection frequency as part of the curbside collection standards. This strategy is being pursued in the unincorporated area and included in current Comprehensive Plan discussions with the Metropolitan Solid Waste Management Advisory Committee and the King County Solid Waste Advisory Committee.</p>

<i>Goal Area 5: Forests and Agriculture</i>		
<p>Include explicit statements about removing carbon from atmosphere, not just reducing GHG emissions. For example, assess opportunities for carbon sequestration projects on county property such as wetlands, salt ponds. (Alameda County)</p>		<p>The 2015 SCAP includes explicit statements about removing carbon from the atmosphere, specifically by enhancing soil carbon content in agricultural and forestry lands and by increasing carbon storage in trees on forest lands. King County supports strategies for carbon sequestration through the Loop Biosolids program and forest protection and restoration initiatives.</p>
<i>Section Two: Preparing for Climate Change Impacts</i>		
<p>Identify “hot spots,” neighborhoods with especially elevated temperatures and risk of heat stroke; focus street tree planting efforts in those areas. (City of Chicago; City of Seattle)</p>		<p>Public Health has an effective outreach program for responding to heat waves, as addressed in Section Two: Preparing for Climate Change Impacts.</p> <p>While an increase in the number of urban trees may mitigate heat waves in specific neighborhoods, efforts to manage urban trees are managed by jurisdictions with local land use authority. In Goal Area 5: Forests and Agriculture, King County commits to working with public, non-profit and private partners throughout the county to collectively plant at least one million new trees by 2020.</p>
<i>Overall Policy</i>		
<p>Develop green workforce opportunities (City of Berkeley; City of Boston)</p>		<p>Although not addressed in the 2015 SCAP, the Department of Natural Resources and Parks has been active in promoting its green workforce opportunities by recruiting at a variety of job fairs and other venues throughout the county.</p>
<p>Send GHG reduction targets to voters for approval. (City of Berkeley)</p>		<p>The King County Growth Management Planning Council (GMPC) is a formal body that currently includes elected officials from King County, Seattle, Bellevue, other cities and towns in King County, special purpose districts, and the Port of Seattle. In July 2014, the GMPC unanimously adopted shared, countywide, near and long term GHG reduction targets.</p> <p>The Growth Management Planning Council, which includes elected leaders from cities and the Metropolitan King County Council, also created measurements and reporting commitments.</p> <p>See the <i>Greenhouse Gas Emissions Reduction Targets Section</i> for more detail about targets and measurement commitments.</p>



<p>Ensure that the costs and benefits of climate action are shared fairly throughout community and do not exacerbate existing inequalities. (City of Boston)</p>		<p>As noted throughout the 2015 SCAP, there is a deep connection between climate change and equity and social justice. The Equity and Social Justice Strategic Plan is currently under development, and climate change considerations will be an integral part of the conversation.</p> <p>The County recognizes that the consequences of different climate actions it chooses to pursue may be experienced differently by different King County communities, and moving forward, the County is committing to cultivating a more inclusive, cross-sector approach to shared decision-making and leadership on countywide solutions.</p> <p><i>See the Outreach and Engagement Section for more information.</i></p>
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APPENDIX C: Energy Strategy Details

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Appendix C: Energy Strategy Details

Goal Area 2: Buildings and Facilities Energy supplants the County's 2010 Energy Plan. The County's 2010 plan and prior energy plans have been guiding documents for the County's internal energy efforts. As such, the plans have served as references for specific actions the County will undertake to meet energy related goals.

Given the breadth of information in the 2015 SCAP, the detail of past county energy plans, and the need for specific directions to guide much of the county's energy work, this Appendix has been developed to expand the goals included in the body of the SCAP. Where relevant to a specific topic, the specific actions and guidance provided in this appendix should be considered a roadmap of actions and work that guides County government agencies to advance their energy conservation efforts. This appendix focuses on energy work related to County facility energy use. Energy issues related to transportation fuels can be found in **Goal Area 1: Transportation and Land Use**.

Strategy A.1: Energy Plans

- All County agencies that consumed an average of 50,000 or greater MMBTU per year in buildings between 2012 and 2015 shall develop energy reduction plans by January 1, 2017. Such plans shall be no more than five years old and shall be updated at least every five years. As of 2015, this strategy impacts the Facilities Management, Transit and Wastewater Treatment Divisions. Energy Plans shall detail key actions, implementation strategies, barriers, and methods for how the agency will contribute to the County's 2025 energy reduction goal. Among other details, the Energy Plans shall include sections addressing site facility assessments/audits, as well as facility recommissioning, generally following the guidance in Strategies A.2 and A.3.

Strategy A.2: Energy Site Assessments

This strategy concerns County agencies that use less than 50,000 MMBTU of energy per year.

- By December 31, 2017, and no longer than every seven years thereafter, conduct and/or update investment grade (level III) energy efficiency audits of all County buildings and facilities that consumed more than 5,000 MMBTU annually, on average, between 2012 and 2015.
- The energy site assessments are to be used to guide future energy investments at energy intensive facilities and shall detail cost-effectiveness information for all identified efficiency actions in impacted facilities.
- Per Ordinance 16927, conduct a level II energy audit for facilities at which capital projects valued over \$250,000 are planned that impact any portion of the mechanical or lighting system, if such an audit has not been completed within the previous seven years.

Strategy A.3: Energy Recommissioning

This strategy concerns County agencies that use less than 50,000 MMBTU of energy per year.

Recommissioning is a process that seeks to improve how an existing building's mechanical and electrical equipment and systems function together. The process can resolve problems that occurred during design or construction, or address problems that have developed throughout the building's life due to changes in the use or occupancy of the facility. Recommissioning improves a building's operations and maintenance (O&M) procedures to enhance overall building performance.

- Within two years after the completion of construction and no less frequent than every five years, King County will carry out an energy recommissioning of all facilities that use more than 5,000 MMBTU per year. Such recommissioning shall include comprehensive analysis of facility lighting, envelope, controls, heating/cooling equipment, operations and historical consumption data to ensure each impacted facility is operating efficiently.

- Facilities that use equal or less normalized energy than the previous comparison baseline (five years prior and previous year) and facilities with real-time energy monitoring are considered to have met this recommissioning requirement.

Strategy A.4: Source vs. Site Energy Use

Currently, King County monitors energy consumption of its facilities based upon a 'site energy use' approach. Such tracking does not take into consideration the full environmental impact of resource use, such as the inefficiencies of electricity generation at the source facility and through transmission system to the end use. For example, a 'site energy use' approach does not take into consideration the fuel needed to generate the electricity at a power plant (e.g. a coal or gas fired power plant), whereas a 'source energy' approach factors in generation energy input and transmission losses.

- Beginning in 2016, King County's energy tracking shall be calculated using a source energy approach to align with measurements in the EPA Portfolio Manager tool and the DOE Better Buildings Challenge.

Strategy A.5: Energy Investment Cost Effectiveness

Reducing energy use and expanding the generation of renewable energy will require continued investments. While technology exists today to reduce the County's energy use by 50 percent or more, it is essential to consider the cost-effectiveness of projects to ensure the County expends its limited financial resources wisely.

- By December 31, 2016, King County shall adopt cost effectiveness criteria for investments in resource-using and renewable energy generating equipment. The criteria shall provide guidance for when to make investments in replacement equipment for resource efficiency purposes, and when project managers and staff are expected to secure and expend additional dollars for capital projects, with a goal of minimizing resource-using equipment life cycle cost effectiveness to the County, using Ordinance 16927 as a guiding document.

Strategy A.6: Capital Project Energy Performance

In addition to meeting the County's requirements for the internal Sustainable Infrastructure Scorecard, Leadership in Energy and Environmental Design (LEED) or other green building requirements, all capital and major maintenance projects that trigger energy code requirements shall meet the prescriptive or modeled energy code requirements of the most stringent city energy code within the county. As of 2015, the most stringent energy code is the City of Seattle's code.

Strategy A.7: Prioritization of Energy Projects

Energy efficiency and renewable energy projects provide carbon reduction and other environmental benefits. While carbon reduction benefits are clear when electricity generation is carbon-based (e.g. coal or natural gas generation), there are also greenhouse benefits associated with reducing energy consumption from "greenhouse gas neutral utilities", such as Seattle City Light. Reducing electricity use in Seattle City Light's territory both "frees up" that resource to be sold to other utilities and/or reduces natural gas and coal power market purchases.

From the direct perspective of carbon attributed to County government operations, there is a distinct need to reduce the carbon intensity of the electricity consumed by King County government, in order to meet greenhouse gas reduction goals. Due to the carbon intensity of Puget Sound Energy's electricity generation portfolio, King County will:

- Prioritize electrical renewable energy projects in the service territory of buildings served by Puget Sound Energy, unless financially advantageous opportunities arise in other areas.

- Prioritize electric energy efficiency projects to be completed first in Puget Sound Energy's service territory, when a County agency does not have other prioritization for the completion of specific efficiency projects and has the need to prioritize projects.

Strategy A.8: Technologies to be avoided

Dictating the use of specific energy equipment technologies has the potential to limit creative design and potentially to create an unanticipated outcome of increased energy use, if newer technological advances do not fit the prescribed standards. However, advancing technological improvements are making some older or inefficient technologies obsolete or unattractive from a life-cycle perspective. As such, technologies to be avoided are listed, rather than technologies to be embraced. Construction and remodel projects shall:

- Not include any lighting with an efficacy of under 95 lumens per watt.
- Not include combustion heating systems with combustion efficiency of under 86 percent, as engineered for the reference project, or electric heating with a Coefficient of Performance of under 2.5, unless the total space to be heated with such equipment is under 400 square feet.
- Not waste available "waste energy" and shall have heat recovery of 50 percent or greater, for ventilated spaces with both over 5,000 cubic feet per minute (CFM) and 70 percent or greater outside air requirements, where allowed by code.
- Shall as appropriate integrate wording into construction and procurement documents to ensure these strategies are followed.

Strategy A.9: Energy Star Appliances

- All appliance purchases by King County government shall be Energy Star qualified appliances, if an Energy Star rating is available for the type of appliance.
- To ensure both safety and resource efficiency, employees are not allowed to bring, or accept for donation, heaters or other electrical appliances for use in County facilities, unless specifically approved by the county. When an energy-using device is deemed necessary for an employee's comfort or to perform his/her work, appliances will be purchased by County agencies and shall be Energy Star qualified, if an Energy Star category exists. The Procurement and Payable Section of the Department of Executive Services and the Department of Natural Resources and Parks will work to ensure compliance with this strategy.

Strategy A.10: Greenhouse Gas Emissions and Purchased Energy Use Cap

Replacement and/or upgrades of existing facilities and construction of new County facilities are large drivers of total County GHG emissions and energy use, offsetting some of the significant County government energy reductions that have been made in recent years.

- Remodeled or replaced facilities shall consider the former (baseline) facility as the total energy budget for the new facility, on a total GHG and BTU basis.
- Additional GHG emissions can be consumed for the new facility operation, if the outcome of the completed facility results in equal or a net reduction in GHG emissions on a regional basis (e.g. a more energy intensive transfer station that increases recycling and results in a net GHG emissions reduction from the materials recycled).
- Additional energy use, on a BTU basis, can be consumed if the facility project meets one of the following criteria:
 - Reduces total net County energy use on a BTU basis (e.g. a transfer station compactor that measurably reduces truck fuel consumption).

- Pays for energy efficiency work equal to the additional energy use in other County facilities in the same division, on a BTU basis.
- Does not purchase such additional power from an electricity provider and generates any additional power beyond the cap through onsite or through funding of other County-owned renewable energy generation.
- Meets regulatory requirements for odor control.
- If the energy per unit of work is equal to or less than the baseline (e.g. a wastewater pump station that has greater wastewater flow, but reduced energy per unit pumped).
- After the first year of operation, remodeled or replaced facilities that exceed the calculated GHG and/or energy use cap, after factoring in any efficiency work paid for by the project per the bullet above, shall either 1) pay for energy reduction projects that will provide an equal or greater reduction in energy use above the cap within that agency, or 2) purchase carbon neutral offsets for all GHG emissions above the cap.

Strategy A.11: Occupied Leased Facilities

- Beginning in 2017, when consistent with the operational needs of the function, King County shall seek to lease facilities, for leases of employee occupied space of longer than five years, which are certified through the LEED rating system level of silver or higher or are Energy Star Certified. Facilities that do not meet these standards can be leased by the County if plans and funding are in place at the time of signing that will enable a facility to meet this standard within 24 months of lease signing.

Strategy A.12: Renewable Energy Generation and Use

- King County will set renewable energy generation targets and track progress toward such targets at the Cedar Hills Regional Landfill and at the Wastewater Treatment Division's Brightwater, South and West Point Treatment Plants. These targets are to help optimize use of available biogas for the most beneficial uses. Two targets should be tracked for each facility: Percent of total gas sent to beneficial end use vs. percent sent to flares, and percent utilization of the energy content of the biogas toward beneficial uses, as measured by available input BTU vs. BTU output.

Strategy A.13: Utility Partnerships

- Work with Puget Sound Energy, Seattle City Light and other utility companies to develop marketing and other partnerships that help connect county residents and businesses to utility education and incentive programs.

Strategy A.14: Community Partnerships

- Work with the non-profit sector and other regional stakeholders to develop energy retrofit programs that target comprehensive energy efficiency actions in the residential and commercial sectors.

Strategy A.15: Computer Energy Management

Staff from the Department of Natural Resources and Parks and the Department of Information Technology shall work together to ensure computer energy management tools are optimized for energy efficiency on all County computers.

APPENDIX D: Green Building Reporting

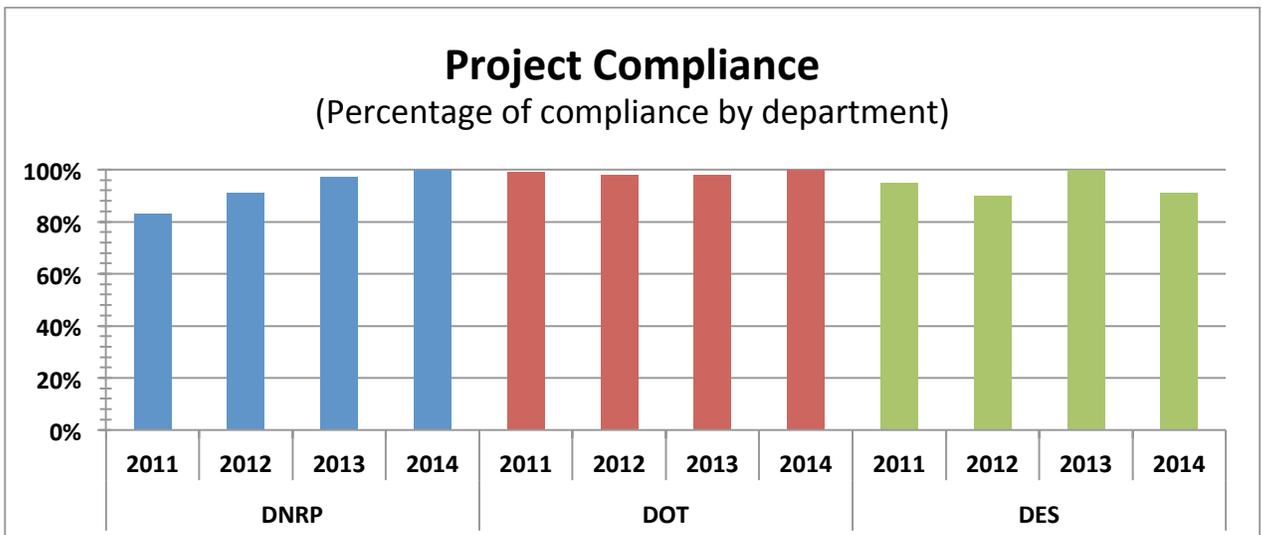
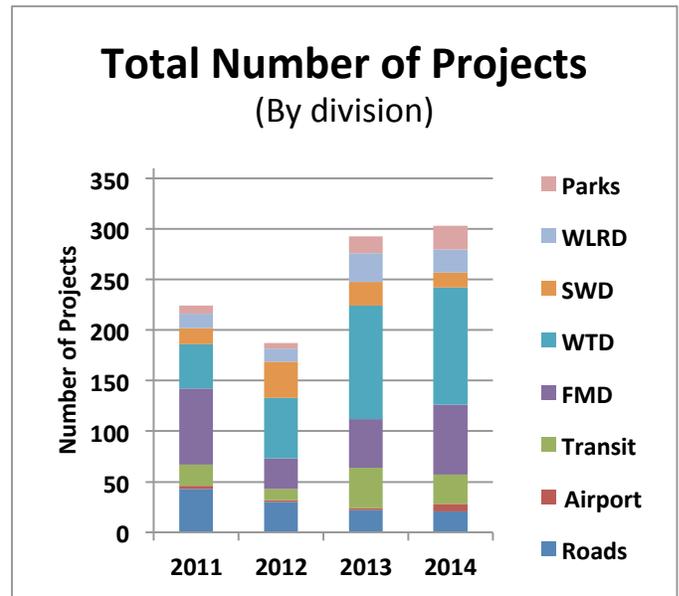
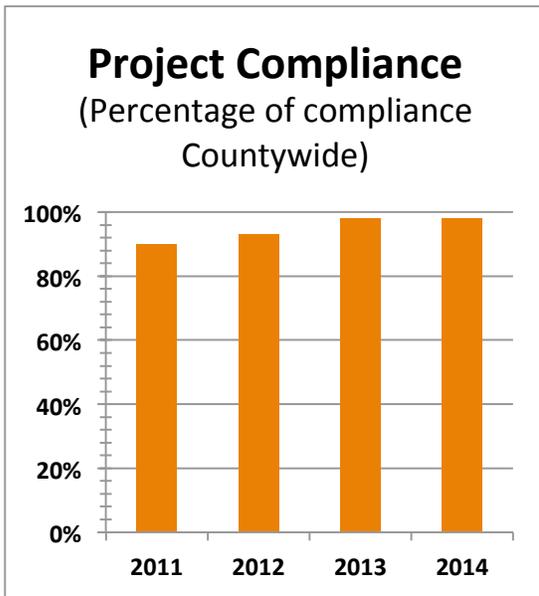
APPENDIX D: Green Building Reporting

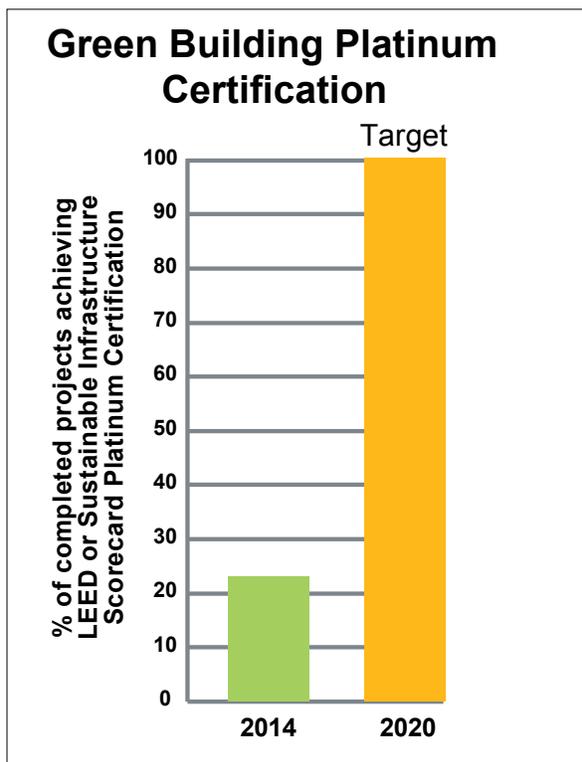
Appendix D: Green Building Reporting

County-Owned Capital Projects

The King County Green Building Ordinance 17709 (GBO) includes annual reporting on County-owned capital projects, including buildings and infrastructure. Reporting on green building efforts has improved consistently every year, even with a limited reporting system. Historically, reporting had been done with a paper-based system that did not have efficient capabilities to roll up countywide data for every reporting criteria. Hence, reporting results were limited to project compliance with utilizing the Leadership in Energy and Environment Design (LEED) Rating System or the Sustainable Infrastructure Scorecard, construction and demolition material diversion, and project profiles highlighting green building strategies, cost or resource savings.

As illustrated by the graphs below, countywide compliance in utilizing LEED or the Sustainable Infrastructure Scorecard have improved from 90 percent in 2011 to 98 percent in 2014.





The percentage of completed projects that achieved LEED Platinum in 2014 was 22 percent, however the majority of projects completed in 2014 were designed before King County’s new Platinum certification goal became a requirement in August 2014.

In preparation for the 2014 reporting cycle, annual reporting forms were improved to incorporate feedback from the Green Building Team and project managers to streamline reporting so it is less time consuming and more user friendly. Moving from a paper-based reporting form to an Excel/ Access database enables for the rolling up countywide results for each reporting criteria referenced in the GBO. This is a significant accomplishment that allows for communicating quantitative data that was not available in previous years.

The matrix on the following page includes the 2014 Annual Green Building reporting results. Note that not all projects have water or energy related components, so it is understandable that some projects would not report on water or energy savings.

Refinements to the reporting system are ongoing. This is a temporary reporting system as efforts are underway to establish an institutional reporting system. With continued training and support to project managers, reporting data will steadily progress.

2013 GBO Reporting Criteria	2014 Green Building Reporting Results	Notes
Total number of capital projects	303	This is the total number of capital projects applicable to the Green Building Ordinance.
Total number of LEED projects	9	
Total number of Scorecard projects	294	
Total number of alternative rating system projects	0	Alternative Rating Systems include Living Building Challenge, Built Green 4 Star or higher, Salmon Safe, Sustainable Sites, or Evergreen Sustainable Development Standard.
Additional costs associated with achieving LEED certification	\$738,000	Data from the 2 completed LEED projects only
Total number of projects using IP	179	IP is Integrative Process
Green Building strategies	Commissioning, high efficiency VRF System, sub-metering and measurement, low flow plumbing fixtures, LED lighting, C&D diversion, recycled content materials, regional materials, low emitting materials, green specifications, reused furniture, plant salvage, habitat restoration, integrative process, salvaged and reused building materials, alternative fuel use, LID, prefabricated elements, drought resistant native plants, heat island reduction, reused native soils, equity and social justice efforts that address community and education.	Strategies listed were included in one or multiple projects. Some projects could have implemented each of the strategies, but not all strategies listed were included in each project.
O&M costs	\$14,400,000	53 out of 143 projects reported
Fiscal performance	More data needed	Some projects reported narrative explanation, financial cost, financial savings, so data reported could not be easily rolled up.
Projected and actual energy savings measured	Projected from 30 percent Design projects: 3,100,000 MMBTU	45 out of 143 projects between 30 percent Design and Project Completion Phases reported on projected energy savings.
	Actual from completed projects: 1,800 MMBTU	25 out of 102 completed projects reporting on actual energy savings Note: Projects reporting on projected savings are different from projects reporting on actual savings, so "Projected" results are not expected to be "Actual" results.

Projected and actual water savings	Projected from 30 percent Design projects: 3,005,000 gallons per year	32 out of 143 projects between 30 percent Design and Project Completion reporting on actual water savings
	Actual from completed projects: 10,000 gallons per year	48 out of 102 completed projects reporting on actual water savings Note: Projects reporting on projected savings are different from projects reporting on actual savings, so “Projected” results are not expected to be “Actual” results.
C&D diversion percentage and tonnage	For completed projects: 33,300 tons diverted. Average of 71 percent diversion rate.	Data is for completed projects only. 31 out of 102 completed projects reported on actual C&D diversion.
Actual EPP used	Low/No VOC paints, Low/No sealants and adhesives, high recycled content carpet, green cleaning products.	Strategies listed were included in one or multiple projects. Some projects could have implemented each of the strategies, but not all strategies listed were included in each project.
Project and actual GHG savings	Actual from completed projects: 800 MTCO ₂ e	26 out of 102 completed projects reporting on actual emissions savings.

In 2014, 296 out of 303 county-owned capital projects, resulting in 98 percent, are using the LEED Rating System or the Sustainable Infrastructure Scorecard. These projects include both buildings and infrastructure that vary from equipment replacement, road overlay programs, trails, habitat restoration, wastewater pump stations, new transfer stations, building renovations, bus shelters, to hanger demolitions and more.

The latest green building practices are being implemented, including diverting 33,267 tons and an average of 71 percent of construction and demolition materials from going to landfills from completed projects. This equates to 800 MTCO₂e in GHG emission savings which is equivalent to 90,000 gallons of gasoline consumed. Incorporating green building and sustainable development in our county projects result in increased energy and water efficiency, improved indoor air quality and stormwater management, better selection of sustainable local materials, reduction of waste and lower GHG emissions.

Below is a small sample of projects illustrating the diversity in the County’s capital asset portfolio as well as environmental and community benefits.

Project Highlights

- The King County Metro **South Kirkland Park and Ride (SKPR) Transit Oriented Development (TOD)** project transformed an existing surface park and ride lot into a large mixed use residential and retail sustainable development community, innovatively using the King County Sustainable Infrastructure Scorecard, the Evergreen Sustainable Development Standards and the Built Green rating system to achieve green building efforts that reflect the diversity in building types. Multiple benefits include increased parking availability with a new

530 stall garage and a new transit facility; 58 affordable housing units, and 183 market rate housing units, open space areas, improved neighborhood pedestrian and bicycle connections, a 30 percent reduction of site lighting, and a 48 percent reduction in building lighting.

- The **Medic One Administration Relocation Project** is a tenant improvement of space for relocating Medic One Administration Offices in collaboration with Kent Fire Department Regional Fire Authority. The project used low or no VOC paints, high recycled content materials, environmentally preferable products, polished concrete slab, reused materials onsite, and diverted 98 percent Construction and Demolition materials. The NPV of this transaction, measured over ten years, was a positive \$1,507,000.
- The **Regional Trail System Surface Repair Program** repairs deteriorating trail subgrade or asphalt as needed re-using crushed asphalt material on site and recycled asphalt pavement used in hot mix asphalt batches. The actual recycled waste diversion was 100 percent totaling 1,300 tons.
- The **Water and Land Stormwater Capital Monitoring and Maintenance Program** includes native revegetation, placement of large woody debris, monitoring and reporting as the key program elements. The sustainable strategies include use of hand crews with hand tools only instead of fuel based equipment to do maintenance of the monitoring sites; salvaged plants used on site; native plants used and maintained; no herbicides or pesticides used; whole crew carpoled in one vehicle to sites to reduce transportation impacts; and composting was done on site for onsite use. No irrigation systems were installed because no watering was needed for native drought tolerant plants, saving 10,000 gallons of water a year.
- The **Sunset/Heathfield Pump Station Replacement and Forcemain Upgrade Project** will help ensure that the Wastewater Treatment Division maintains the ability and capacity to convey South Lake Sammamish Planning Basin. Sustainability strategies include an equity and social justice plan, sustainable materials and waste management, energy efficiency in all systems, exemplary corrosion control for system longevity, potable water efficiency, green roof, habitat enhancement, interpretive signage, and climate change risk mitigation. This is the first of three projects to pilot using the Envision Rating System in combination with WTD Scorecard enhancing their green building efforts.
- The **Bridge Priority Maintenance Program** includes repair and maintenance of King County bridges, and certain city or other agency bridges under contract. The program includes cleaning, washing, replacement of superstructure and substructure elements, expansion joint repair, paving, overlay, and abutment and approach repairs. The sustainable strategies include implementing construction best management such as erosion and sediment control, recycling of construction materials, on-site re-use of materials, reduction of water use for dust control, use of sustainable materials, and applied water management.

APPENDIX E: Climate Program Costs and Benefits

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Appendix E: Climate Program Costs and Benefits

The 2015 SCAP serves as and meets the requirements for King County's 2014 consolidated environmental report. Per King County Code 18.50, and consistent with King County Ordinance 17270, this appendix includes information about all expenses associated with the climate change program and a cost-benefit analysis of the program. Additionally, Section One of the 2015 SCAP includes the Pilot Cost Effectiveness Assessment which assessed the cost effectiveness of a selection of SCAP GHG emissions reduction strategies.

Approach and Cost of Climate Change Program

The King County Comprehensive Plan includes policies directing King County to reduce greenhouse gas (GHG) emissions, prepare for climate change impacts, measure this work, and collaborate with others on solutions. King County's Strategic Plan includes the objective to "reduce climate pollution and prepare for the impacts of climate change on the environment, human health, and economy."

The 2015 SCAP synthesizes and focuses King County's most critical goals, objectives, and strategies to reduce greenhouse gas emissions and prepare for the effects of climate change. The Comprehensive Plan, Strategic Plan, and SCAP guide King County's efforts as they relate to climate change.

The County's climate change efforts are led out of the Department of Natural Resources and Parks (DNRP). The 2014 expenditure for the two staff positions focused on climate change was approximately \$220,000.

The actions needed to carry out climate-related Comprehensive Plan, Strategic Plan and SCAP goals and objectives intersect with the roles and work of multiple departments and divisions in King County. In order to integrate actions and pool technical resources across County agencies, the climate program staff works closely with several climate-focused teams supporting development and implementation of County directives related to climate change. These interdisciplinary teams bring together additional County staff focused on complementary tasks, such as those implementing the Energy Plan, the Green Building and Sustainable Development Program, the Waste Prevention and Recycling Program, the Environmental Purchasing Program, and those in Forestry and Agriculture programs.

The County also pools resources for climate-related technical assessments (e.g., GHG emissions inventories), public outreach, and program development with cities through the Sustainable Cities Roundtable, King County-Cities Climate Collaboration, and through professional associations such as Climate Communities and ICLEI-Local Governments for Sustainability. Membership in these types of organizations gives King County staff ready access to information on local government approaches to reducing climate pollution and preparing for climate changes, federal and state grant programs, and changing regulatory requirements. Dues for these organizations were approximately \$25,000 in 2014.

Benefits of Climate Change Program

Supporting implementation of a climate change-related projects and programs, such as those highlighted in this report, have direct climate-related benefits, as well as other benefits, such as reducing water pollution, creating new local green jobs, and enhancing residents' quality of life. Specific financial benefits include:

- **Helping Secure Revenue to Support Related County Projects and Programs.** For example, King County was awarded a \$6.2 million Energy Efficiency and Conservation Block Grant from the U.S. Department of Energy (completed in 2012) which prioritized projects that reduce GHG emissions. King County used the grant to support 23 projects, such as energy efficiency retrofits of County facilities, electric vehicle infrastructure installations and planning efforts, and paying for energy efficiency components of affordable housing projects. Climate program-related employees were directly responsible for helping secure, administer and implement these and other revenue and grant sources.
- **Increasing Efficiency of County Operations.** Significant cost savings and new revenue sources have been achieved through climate related projects that reduce GHG emissions by minimizing energy, waste and resource expenditures and by creating new resources such as renewable energy. For example, King County has reduced energy use in government-owned facilities by more than 15 percent between 2010 and 2014, and in doing so has reduced operational resource costs by approximately \$3 million annually through related projects.
- **Mitigating Future Climate Change Impacts.** A key benefit relates to minimizing and avoiding climate change risks by integrating climate change science into the planning and design of diverse projects and programs. For example, the Wastewater Treatment Division has been integrating data about sea level rise into wastewater infrastructure design and operations. While it is hard to quantify the financial value of making these forward-looking decisions, it is likely significant. For example, the Washington State Department of Ecology's "Impacts of Climate Change on Washington's Economy" concluded that if GHG emissions are not reduced and proactive steps to minimize impacts are not taken, the annual Washington state price tag of climate change impacts will be at least \$3.8 billion by 2020.

There are other, less-quantifiable benefits related to climate solutions: County Council and Executive leadership on the issue, improving relations with King County cities through regional collaboration, improving the quality of life and health of our residents, helping residents and businesses save money on energy and resource costs, supporting community and business environmental and climate efforts, and achieving other environmental sustainability-related objectives.

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1

10/20/15

cmj

Sponsor: Councilmember Phillips

Proposed No.: 2015-0252

1 **AMENDMENT TO PROPOSED MOTION 2015-0252, VERSION 1**

2 Beginning on page 3, strike lines 47 through 49, and insert:

3 "A. The 2015 King County Strategic Climate Action Plan, dated October 20,
4 2015, which is Attachment A to this motion and prepared in compliance with K.C.C
5 18.25.010.A.4., is hereby adopted.

6 B. Consistent with Ordinance 17285, which authorized the Interlocal Agreement
7 for the King County-Cities Climate Collaboration, the executive is requested to
8 coordinate with staff of the transportation, economy and environment committee, or its
9 successor, in developing the annual work plans and budget for the King County-Cities
10 Climate Collaboration under the interlocal agreement. The executive is requested to
11 submit by January 31, and every year thereafter, the King County-Cities Climate
12 Collaboration annual work plan and budget to the council for acceptance by motion. The
13 2016 work plan should include recommendations on the timing and approach for an
14 update to the interlocal agreement that includes addressing drafting issues identified
15 during the council's initial review of the agreement.

16 C. Implementation of the King County Strategic Climate Action Plan may lead to
 17 the need for additional resources. However, any additional FTE/TLT requests are subject
 18 to approval through the county budget process."

19

20 Delete Attachment A, Strategic Climate Action Plan, dated June, 2015 and insert
 21 Attachment A, Strategic Climate Action Plan, dated October, 2015 and engross any
 22 adopted amendments to the amendment.

23 **EFFECT:**

- 24 **1. Adds a new section to the motion calling for the Executive to transmit annual**
 25 **work programs and budgets for the King County-Cities Climate**
 26 **Collaboration (K4C) to the Council, as originally required by the ordinance**
 27 **adopting the K4C ILA. Also calls for addressing drafting errors in the K4C**
 28 **ILA.**
- 29 **2. Clarifies that FTE/TLT requested in the plan are subject to approval**
 30 **through the County budget process.**
- 31 **3. Replaces Attachment A, the proposed SCAP, with a new version that**
 32 **addresses the following:**
- 33 **• Adds language stating that implementation of SCAP will occur**
 34 **consistent with the King County Strategic Plan and the Fair and Just**
 35 **Ordinance.**
 - 36 **• Adds background a priority action for the K4C to pursue**
 37 **partnerships with the private sector.**

- 38 • **Adds food-water-energy nexus background in Costs of Inaction**
39 **section.**
- 40 • **Amends the targets for residential green building standards.**
- 41 • **Clarifies that the strategy for green building standards for County**
42 **owned-capital projects will be consistent with the Green Building**
43 **Ordinance.**
- 44 • **Clarifies the applicable green building rating systems for County**
45 **owned-capital projects.**
- 46 • **Adds a priority action to report back any changes in state or federal**
47 **law or pending ballot initiatives related to regulating GHG emissions**
48 **and effects on Cedar Hills.**
- 49 • **Amends the strategy and corresponding target to permanently**
50 **preserve remaining high priority open space, agriculture and forest**
51 **lands to be consistent with the Comprehensive Plan.**
- 52 • **Clarifies planning effort for native tree planting target and associated**
53 **priority action.**
- 54 • **Adds consideration of food-water-energy nexus in expanding local**
55 **food economy priority action.**
- 56 • **Adds a priority action to research and assess the regional climate**
57 **change impacts and risks related to the food-water-energy dynamic.**
- 58 • **Adds a priority action to review research on how regional climate**
59 **change impacts will impact local water supply, including**
60 **consideration of recycled water.**

- 61 • Corrects figures in charts reporting on Green Building Ordinance
62 compliance.

63

64 **NOTE: As of the printing of this amendment in the committee packet, the**
65 **Attachment A document was in the process of being prepared. It will be distributed**
66 **prior to the committee meeting.**

June 29, 2015

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

Dear Councilmember Phillips:

I am pleased to transmit the 2015 update of the King County Strategic Climate Action Plan (SCAP), consistent with Ordinance 17270 and recommendations in the 2014 Council Auditor's Office performance audit of the 2012 SCAP. The 2015 SCAP Update guides County work to achieve ambitious climate goals and prepare for the impacts of climate change, while ensuring that King County continues to lead by example. The 2015 SCAP Update also meets the annual reporting requirements of King County Code 18.50.

Climate change is one of the paramount challenges of our generation. King County is already experiencing the impacts of a changing climate: warming temperatures, acidifying marine waters, rising seas, increasing flooding risk, decreasing mountain snowpack, and less water in the summer. Climate change will have long-term consequences for the economy, the environment, and public health and safety in King County.

King County has a long record of innovation, leadership, and investment in reducing greenhouse gas (GHG) emissions and preparing for the impacts of climate change. Consideration of climate change impacts and opportunities to reduce energy use and GHG emissions are deeply embedded throughout the work plans and capital investments of County departments and lines of business. Since 2010, the investments in energy efficiency and changes in operations have reduced normalized building energy use by over 15 percent, generating over \$3 million in annual savings. King County Metro has pioneered the use of hybrid bus technology, and the County is on track to have an all hybrid or electric bus fleet by 2018. King County is now producing renewable energy equivalent to 57 percent of its government operational energy needs.

However, to make significant reductions in GHG emissions and ensure that our built and natural environment are resilient in the face of a changing climate, even bolder action and stronger collaboration with cities, businesses, and county residents is required.

The 2015 SCAP Update:

- Builds on work over the last two years with the King County-Cities Climate Collaboration (K4C) and Growth Management Planning Council to establish a shared, countywide GHG emissions reduction goal and measurement framework;
- Maps specific pathways and actions needed to achieve the ambitious countywide climate goal of reducing GHG emissions by 80 percent by 2050;
- Quantifies the GHG emissions reduction benefits and cost effectiveness of key SCAP commitments, consistent with King County Auditor Office recommendations;
- Integrates the County's energy efficiency and renewable energy commitments creating a "one-stop" source for County actions related to energy and climate;
- Outlines how the County will partner with cities and businesses to lead the nation in demonstrating successful climate solutions, and
- Is informed by engagement with subject matter experts, community groups, and county residents.

The 2015 SCAP Update advances King County Strategic Plan goals for public safety, economic growth, and environmental sustainability by reducing GHG emissions and preparing for climate change impacts. Consistent with Equity and Social Justice goals, the SCAP Update highlights how the County's response to climate change can create opportunities to address inequities. For example investments that better integrate transit and land use, and expansion of commute options, will increase access to work, education, health care, and recreation.

King County's innovative funding approaches for climate change initiatives include establishing a framework for self-financing of energy efficiency projects through the 2015-2016 budget process, piloting a Carbon and Energy Investment Program as part of the Department of Natural Resources and Parks' commitment to go beyond carbon neutral, and partnering with utilities and businesses to fund projects. The Departments of Natural Resource and Parks, Transportation, and Executive Services use a cost-share model based on relative GHG emissions to support shared climate work, including technical analysis that supported the development of the 2015 SCAP.

I will continue to direct County agencies to integrate climate change and energy efficiency actions into their diverse lines of business. However, state and county-level action is required to address structural funding issues for transit, transportation, and county General Fund services. Since transportation accounts for over half of the region's GHG emissions, it is critical that we meet our goal, consistent with Puget Sound Regional Council's 2040 Vision, to double transit service by 2040. However, today we do not have the state funding authority to meet this important goal. The Road Services Division of the Department of Transportation, which has drastically reduced its capital program and limit maintenance primarily to essential critical safety repairs, currently does not have resources to evaluate and react to vulnerabilities of county roads to climate impacts like sea level rise. Other actions which link

The Honorable Larry Phillips
June 29, 2015
Page 3

transportation and land use planning and limiting sprawl are dependent on other Council policy decisions through the King County Comprehensive Plan update. I look forward to our continued partnership to address broader, long-term funding and policy issues that are essential to achieving long-term climate goals for King County.

The SCAP also recommends a limited number of dedicated, ongoing bodies of work related to climate change community engagement, climate preparedness, and community energy efficiency as well as renewable energy partnerships. Depending on the Council's recommendations on the 2015 SCAP Update, I will seek to support these bodies of work through reprioritization of existing work and resources in the 2015-2016 budgets. Upon adoption, the 2015 SCAP update will serve as guidance for the 2017-2018 budgets.

It is estimated that the 2015 SCAP cost approximately \$175,000 to develop and produce. This includes data collection, technical research such as cost effectiveness analysis, outreach and engagement costs in partnership with organizations such as the King County-Cities Climate Collaboration (K4C) and the Environmental Coalition of South Seattle (ECOSS), and King County staff time. The 2015 SCAP Update also serves as King County's consolidated annual environmental report.

I look forward to working with the Council to implement the 2015 SCAP Update. Thank you for your support of this vital work. Together we will ensure that King County remains a safe and vibrant region and continues to lead the nation in confronting climate change.

If you have any questions, please feel free to contact Megan Smith, Environmental Policy Advisor, in my office at 206-263-9605.

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
Christie True, Director, Department of Natural Resources and Parks
Megan Smith, Environmental Policy Advisor, King County Executive Office

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King County

**Metropolitan King County Council
Transportation, Economy and Environment Committee**

STAFF REPORT

Agenda Item:	7	Name:	Paul Carlson
Proposed No.:	2015-0381	Date:	October 20, 2015

SUBJECT

Proposed Ordinance 2015-0381 would approve an agreement with Sound Transit for King County Metro to operate and maintain Sound Transit Regional Express bus service through 2017 with extensions possible through 2019.

SUMMARY

Since September 1999, King County Metro has operated Sound Transit Regional Express (ST EX) buses under three successive multi-year contracts. Proposed Ordinance 2015-0381 would approve the latest agreement. On October 6, 2015, the Committee heard an initial briefing by Council staff and representatives from King County Metro and Sound Transit. Since that meeting, legal review and Council staff analysis has been completed.

This staff report describes revisions to the Agreement, proposed to address two issues identified in the Council’s review. Sound Transit has agreed to the revisions. The staff report also completes Council staff analysis and provides follow up information in response to questions posed at the October 6, 2015 Committee meeting.

BACKGROUND

Prior agreements and what ST EX routes have been operated under each

1. September 1999 - December 2004 – Contract began with operation of three routes 550, 565, and 570.
2. January 2005 – December 2009 – Contract began with operation of nine routes 522, 540, 545, 550, 554, 555, 560, 564, 565
3. January 2010 – current – Contract began with operation of eight routes 522, 540, 542, 545, 550, 554, 555, 556
4. New agreement – Takes effect when signed (2015) – December 2017 with possible two one-year extensions. Contract would begin with operation of eight routes 522, 540, 542, 545, 550, 554, 555, 556.

The Fiscal Note estimates revenue-backed expenditures for the Agreement of \$47.3 million in November 2015 through December 2016, and \$41.3 million in 2017.

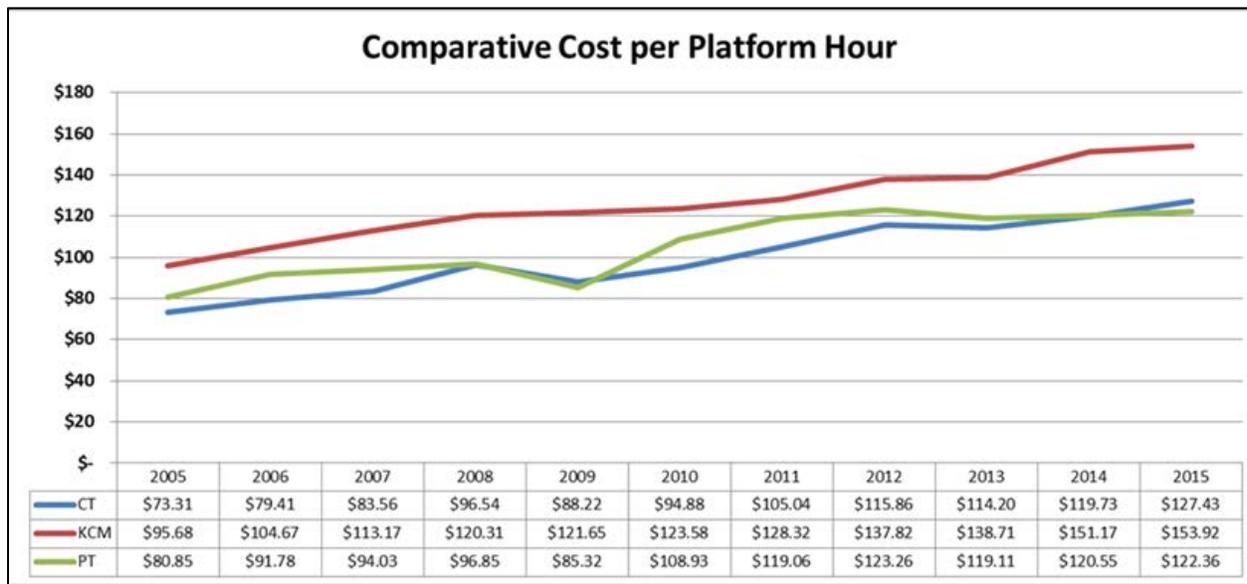
Efficiencies from this collaboration, as identified by Metro staff, include spreading fixed costs over a larger number of service hours and platform miles; coordinated management of layover space, bus zones, and other on-street needs; more effective joint response to unplanned events; and coordination of routes and schedules.

Other agency contracts for ST EX routes

The October 6 Committee report included information on Pierce Transit and Community Transit (Snohomish County) operation of some Sound Transit Express bus routes. Councilmembers asked for additional information on service hours provided by the three agencies over time; Attachment 5 provides a comparison for the period 2005-2014.

Councilmembers also asked for more information on the three agencies’ hourly rates charged to Sound Transit. Attachment 6 compares the three agencies’ 2014 charges broken out in four categories: General Administration, Non-Revenue Vehicle Maintenance, Vehicle Maintenance, and Vehicle Operations. King County Metro’s charges are higher in each category.

Table 1. Cost Comparison: Community Transit, Pierce Transit, King County Metro



Costs paid by Sound Transit

Section 12 of the Agreement provides that KC Metro will submit to Sound Transit an annual estimated cost for baseline service and a unit cost per platform hour. The baseline cost is generated by a cost allocation model (CAM) that identifies Metro “cost pools” with costs incurred by ST buses and not addressed by any other agreement. The baseline cost submittal is used to prepare monthly invoices. At year’s end, a final

CAM is used to true up the expenditures and any difference is accounted for in a reconciliation payment.

Metro cost pools are included in the Sound Transit bus service charge if Metro provides a service for ST or where the addition of ST service adds to Metro costs. As with the current agreement, the proposed Agreement excludes Sound Transit from King County Department of Transportation Director's Office overhead and General Manager's office overhead. The 2014 actual value of these two exclusions is about \$1.35 per hour, slightly below the \$1.40 per hour estimate provided to Council earlier this year. ST service hours are not included in the calculation of cost pool P2KC (General Government Overhead), so there are no costs to be passed on to ST.

The County does not charge Sound Transit for services it does not use. These include SSSS, SSS, GIS. The CUS specifically addressing the "unemployment compensation," the county is self-insured for unemployment compensation so Metro only pays when there is an actual cost – the County does not contribute to a state fund. Layoffs are decided by Metro and not ST, so it is appropriate that ST would not pay for unemployment compensation. If ST were to cut service, the County would have the ability to manage the staff reductions (which would be in operators and vehicle maintenance) via attrition without having to lay off employees and be subject to unemployment compensation.

Downtown Seattle Transit Tunnel (DSTT) costs shared between Metro and ST

As mentioned on October 6, 2015, Downtown Seattle Transit Tunnel cost sharing is not part of this Agreement. DSTT costs are addressed in the 2002 Agreement regarding the Design, Construction, Operations and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, The City of Seattle and The Central Puget Sound Regional Transit Authority (Sound Transit).

As provided in Section 12.2b of that Agreement, if County bus trips in the DSTT are reduced below 50 trips per hour in each direction, the County's percentage share of DSTT operations and maintenance and debt service are reduced per Exhibit 5 (essentially 6% reduction for every five trips per hour reduction). At the start of the Agreement, the County paid 60% and ST paid 40%. As of the fall 2015 service change, the County share is 42% (35 trips per hour) and the ST share is 58%. If the March 2016 service change proposal is adopted as proposed, the share would change to 36% County (30 trips per hour), 64% ST.

Maintenance Facilities for Sound Transit buses

Section 8.4 states that "King County Metro will provide storage and maintenance facilities for the Sound Transit buses operated by King County Metro under this agreement."

At present, Metro maintains all 103 Sound Transit buses at East Base. If the Sound Transit Board approves additional service on Routes 542 and 545, and a new Route 541, in response to University Link expansion in March 2016, the total number of Sound Transit buses could rise to 114-117 buses early next year. It is expected that Metro

would move a Metro route to another base in order to free up East Base space for the additional Sound Transit buses. This would allow more efficient operation and maintenance of the ST fleet by keeping all ST vehicles at one base and would not have a negative impact on Metro service. Metro regularly adjusts service and fleet operations at its seven operating bases, which often results in moving Metro route assignments between our operating bases.

Routes currently under consideration are the 212 and 214, peak only routes operating on I-90 between downtown Seattle and Eastgate/Issaquah. Operating these routes from Central Base Campus would not be expected to increase total deadhead time and the change would be undetectable to the riders. In fact, beginning the PM peak trip from Central Base would likely have a positive impact on deadhead reliability as a deadhead trip from East Base to downtown Seattle would be less reliable at that time of day. A longer morning deadhead from Central Base to Eastgate/Issaquah would take place when traffic is lighter and more reliable.

ANALYSIS

Amendment 1 would delete the transmitted Attachment A, Agreement with Exhibits, and replaces it with a revised Attachment A incorporating changes recommended by the Council's Senior Deputy Legal Counsel.

Legal review identified two changes to the Agreement: (1) establishing consistent language throughout the Agreement clarifying King County's right to protect records that are privileged or exempt from disclosure (sections 3.2.3, 5.2.2, 8., and 12.8); and (2) revised indemnification language that was recommended by Risk Management (section 15). There are also some corrections of typographical errors and section references. A redlined copy of the Agreement is available.

Approval of Proposed Ordinance 2015-0381 with the amendment would enable King County Metro to continue to operate Sound Transit Regional Express buses through at least 2017 and, if the agreement is extended, through 2019.

ATTACHMENTS

1. Proposed Ordinance 2015-0381 with attachment
2. Transmittal Letter
3. Fiscal Note
4. Amendment 1, approving Attachment A dated October 9, 2015
5. ST Express Bus Service Hours Provided by CT, KCMT, PT
6. Stack Chart, 2014 Rates Charged by CT, KCMT, PT

INVITED

- Kevin Desmond, General Manager, King County Transit Division
- Karen Rosenzweig, Planner, King County Transit Division



Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 16, 2015

Ordinance

Proposed No. 2015-0381.1

Sponsors Phillips

1 AN ORDINANCE authorizing the executive to execute an
2 agreement between King County and Sound Transit for ST
3 Express bus service operations and maintenance.

4 **STATEMENT OF FACTS:**

5 1. Strategy 3.2.1 of the King County Metro Transit Strategic Plan for
6 Public Transportation 2011- 2021, adopted on August 30, 2013, identifies
7 the desire to support the expansion of services to accommodate the
8 region’s growing population and serve new transit markets.

9 2. Strategy 3.2.2 of the Strategic Plan calls for the coordination and
10 development of services and facilities with other providers to create an
11 integrated and efficient regional transportation network.

12 3. The Central Puget Sound Regional Transit Authority (Sound Transit)
13 was formed in 1993. In 1996, voters authorized the imposition of sales
14 and motor vehicle excise taxes to support Sound Move, a plan for the
15 development of a regional, high-capacity transit system comprised of
16 express bus, computer rail and light rail service.

17 4. Sound Move contemplated that ST Express bus service would be
18 operated by local transit agencies, including Pierce Transit, Community

19 Transit and King County Metro, in order to provide integrated, seamless
20 and efficient bus service utilizing the expertise of those agencies.

21 5. King County Metro has contributed its considerable expertise in the
22 administration, operation and maintenance of public transit service to the
23 operation of ST Express bus service since 1999. The agreement defines the terms
24 and conditions under which King County will continue to provide for the
25 administration, operation and maintenance of ST Express bus service.

26 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

27 SECTION 1. The county executive is hereby authorized to execute, substantially

28 in the form of Attachment A to this ordinance, an agreement between King County and
29 Sound Transit for ST Express bus service operations and maintenance.
30

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Interagency Agreement Between King County Metro and Sound Transit

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Interagency Agreement
between
King County Metro and Sound Transit
for
ST Express Bus Service Operations and Maintenance
2015
July 29, 2015

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INTERAGENCY AGREEMENT

between

King County Metro and Sound Transit

for

ST Express Bus Service Operations and Maintenance

THIS INTERAGENCY AGREEMENT for ST Express Bus Service Operations and Maintenance (“Agreement”) is entered into this _____ day of _____ 2015 by the Central Puget Sound Regional Transit Authority (“Sound Transit”) and King County, through its Department of Transportation, Metro Transit Division (the “County” or “King County Metro”) and as may be referred to individually as “Party” and collectively as “Parties.”

Sound Transit is authorized to operate a regional transit system in the central Puget Sound region under chapter 81.112 RCW in accordance with a public vote.

The County is authorized to perform public transportation functions under chapters 36.56 and 35.58 RCW in accordance with a public vote.

King County Metro and Sound Transit have determined it to be within the public interest for King County Metro to operate a portion of Sound Transit’s regional express bus service (“ST Express Bus Service”).

King County Metro will provide a portion of Sound Transit’s fixed route bus service as directed by Sound Transit under the terms and conditions listed below.

1.0 DEFINITIONS

Capitalized terms and abbreviations are defined in **Exhibit A: Definitions**.

2.0 FEDERAL REQUIREMENTS

Sound Transit relies on federal financial assistance in the delivery of ST Express Bus Service. Therefore, King County Metro will comply with the federal provisions provided in the attached **Exhibit I: Federal Transit Administration (“FTA”) Provisions**, which include (if applicable) (1) FTA Provisions for Interagency Agreement Where FTA Funds Are Being Passed Through to the Subrecipient for Program Implementation, and (2) Federally Required Third-Party Contract Clauses.

Listed below are specific reporting requirements related to federal requirements in addition to those provided in **Exhibit I**.

2.1 National Transit Database

Sound Transit is required to submit data to the National Transit Database (“NTD”). To support Sound Transit in meeting its deadlines and requirements as outlined by the NTD guidelines, King County Metro will abide by the NTD

reporting guidelines. King County Metro will provide data per the guidelines in effect as of the date of the report in accordance with 49 C.F.R. part 603 and include newly required NTD data under MAP-21 regarding asset inventories and conditions in accordance with 49 U.S.C. 5326(b)(3) and 5335(c). Financial information reported to NTD must be reported in accordance with the Uniform System of Accounts (“USOA”).

Should NTD reporting requirement or deadlines change during the term of this Agreement which affects the timing or format of submission, the Parties will determine a mutually agreeable revised deadline and/or format for submission of monthly or annual data.

King County Metro may not disclose the contents of these reports without prior notification to Sound Transit.

2.1.1 Passenger Miles Report

Annual passenger miles is an NTD data collection requirement and is due to Sound Transit by February 28 of each year. Passenger miles will be estimated using on-board automated passenger counters (“APC”) to identify passenger boardings and alightings by stop and distance traveled. King County Metro has installed APC in buses operated by King County Metro including buses owned by Sound Transit. The FTA has concurred with King County Metro’s plan to verify and calibrate APC equipment. King County Metro will continue to collect this data and validate the APC system in accordance with the FTA’s standards.

2.1.2 NTD Reporting – Service and Financial Data

Under NTD guidelines, King County Metro will provide to Sound Transit service and financial data, both monthly and annually, pertaining to the ST Express Bus Service provided for under this Agreement.

a. Monthly Data

King County Metro will provide Sound Transit with monthly service data that meets federal operating data requirements of the NTD by the 25th of each month. A list of the data requirements to be submitted is provided in **Exhibit F1: Reports and Documents** with specific formats in **Exhibit E: National Transit Database Reports** and in **Exhibit F: Management Reports**.

b. Annual Data

As detailed in **Exhibit F1: Reports and Documents**, King County Metro is responsible for providing annually the following reports:

- By February 28: Passenger Miles, Operating and Service Data;
- By February 28: Preliminary Cost Allocation Model, prior to final verification by Agreed Upon Procedures;

- By February 28: Preliminary Modal Operating Expenses;
- By March 15: Documented Changes to Cost Pools or Methods of Allocation;
- By March 31: Operating Expense Reconciliation;
- By March 31: Accounts Receivable Listing by Service Type (also known as Year End Reconciliation in F-30 format); and
- By March 31: FTEs and Hours in NTD R10 format.

2.2 Americans with Disabilities Act

2.2.1 ADA Complaints

In addition to King County Metro complying with Section 3 of Exhibit I, King County Metro will notify Sound Transit of any complaints related to providing service to riders with disabilities under federal, state, or local laws or regulations within two days of the complaint. The initial report from King County Metro will include the following information:

- Date of complaint and time;
- Name of rider;
- Rider's address, telephone number, and email; and
- Route number or facility name.

King County Metro will notify Sound Transit in writing of the resolution of the complaint within two weeks of resolution. King County Metro will also provide a summary of these complaints, in substantially the form provided in **Exhibit B: ADA Complaint Summary**. This report must be included in the monthly invoice for the invoice to be considered complete by Sound Transit.

2.2.2 Stop Announcements and Route Identification

- a. All operators will use automated stop enunciators and route identifiers. In the event that the automated equipment is inoperable, operators will revert to using the on-board public address system.
- b. When using the on-board public address system all operators will announce stops as indicated on the route sheets. This information must conform to 49 C.F.R, Part 37 Transportation Service for Individuals with Disabilities.
- c. Announcements made by the automatic enunciator or the on-board public address system must be audible throughout the bus.

- d. When the bus arrives at a stop, the enunciator or the operator must announce route number and destination so that the announcement is audible to passengers waiting to board.
- e. King County Metro will require operator compliance with stop announcements and route identification. If violations are found, King County Metro will inform Sound Transit of the violations and the actions taken to discipline or re-train the operators.
- f. Operators who are not complying with the stop announcement policy will be subject to procedures as outlined in Section 6.2 Employee Conduct.
- g. King County Metro will confirm stop announcement and route identification operation as part of operator performance monitoring and will report the results in the annual "Employee Performance Management Program Report" (See **Exhibit F1: Reports and Documents.**)

2.2.3 Accessible Equipment

- a. On a daily basis, the following checks will be made:
 - Test on-board public address system;
 - Test automated stop enunciator and route identifier equipment if present on the vehicle; and
 - Check that vehicle tie-down equipment is present and working.
- b. If spare vehicles are available, King County Metro will, as soon as practical, remove from service buses on which accessible equipment is not operating properly, ensuring that a vehicle with working accessible equipment will be in place no later than the next service day.
- c. Vehicles with inoperable accessible equipment (including ramps/lifts, wheelchair tie-downs and stop enunciators) may be left in service for a maximum of three days if spares are not available. At the end of the three-day period, the vehicle will be removed from service until necessary repairs are made.
- d. King County Metro will notify Sound Transit through daily reports of any vehicle operating without accessible equipment.
- e. Sound Transit may audit King County Metro's use of vehicles without accessible equipment through its quarterly maintenance audit.
- f. King County Metro will establish a system of regular and frequent maintenance checks of lifts and ramps to determine if they are operative.

2.2.4 No paratransit service

This Agreement is intended to provide only for the operation of buses on routes of Sound Transit's fixed route public transportation system. King County Metro is not responsible under 49 CFR Part 37, Subpart F, or any other law or regulation, for providing complementary paratransit and other special transportation services in connection with or as a result of the fixed route service operated under this Agreement.

2.3 Security

King County Metro will provide security services for the ST Express Bus Service operated by King County Metro under this Agreement. Security services will be provided on buses and at existing King County Metro public facilities in accordance with King County Metro's current standard security procedures. King County Metro will coordinate with Sound Transit and other regional transit operators in developing coordinated security services, including mutual aid policies.

2.3.1 Security Plan

King County Metro will make available to Sound Transit a copy of King County Metro's System Security and Emergency Preparedness Plan ("SSEPP") or its current Security Plan for review. King County Metro will notify Sound Transit as soon as possible if any revisions are made to the SSEPP.

2.3.2 Security Reports

King County Metro will provide Sound Transit with a monthly report (see **Exhibit E3: Security**), as part of the monthly invoice that includes the following:

- All required NTD security reports;
- A report of all Part 1 and Part 2 crimes that occur on Sound Transit vehicles, property, or shared facilities (listed by route and/or location, if available); and
- A summary of exclusions activity (if applicable).

2.4 Safety

King County Metro will maintain a System Safety Program Plan ("SSPP") consistent with American Public Transportation Association ("APTA") guidelines, which are consistent with and meet the requirements of the Sound Transit ST Express System Safety Program Plan. King County Metro will provide a copy of its current SSPP to Sound Transit upon the effective date of this Agreement and when revisions are issued. King County Metro will send a representative to

Sound Transit's Transit Integration Group ("TIG") Safety subcommittee meetings to review incidents, potential hazards, and corrective action plans.

2.4.1 Safety Reports

- a. King County Metro will provide Sound Transit notification of any NTD reportable incident within the same timelines for federal reporting (**Exhibit F1: Reports and Documents**). A preliminary investigation report for any incident meeting NTD reporting criteria must be submitted to Sound Transit within 24 hours. The investigation report will include a description of the incident and its circumstances.
- b. King County Metro will submit a monthly summary listing of NTD reportable incidents with preventability determination (**Exhibit F2: Preventable Accident Rates by Route** and **Exhibit F3: Accident Detail**) and accident frequency by type (**Exhibit E2: Safety**) by the 25th day of each month in order for Sound Transit to be able to file its monthly safety report with NTD by the last day of the month for the previous month's incidents. The report is to contain all applicable accidents for the year through the latest month reported.

3.0 GENERAL REQUIREMENTS

3.1 Coordination

King County Metro will consult with Sound Transit on policy decisions, service development, and planning affecting the ST Express Bus Service provided for under this Agreement.

3.2 Records and Audits

3.2.1 Maintenance of Records

King County Metro, including its consultants, will maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP").

3.2.2 Record Retention

King County Metro, including its consultants, will retain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with State record retention requirements or as modified for compliance with federal program requirements.

3.2.3 Access for Audit Purposes

With the exception of privileged documents and documents otherwise exempt from disclosure, Sound Transit, the Comptroller General of the United States, any state or federal funding agency, or any of their duly

authorized representatives will, for the purpose of audit and examination, have access to and be permitted to inspect and copy books, records, documents, data, and other evidence for inspection, audit, and copying, in accordance with Washington State record retention requirements. Sound Transit will also have access to such books, records, and documents during the performance of work if deemed necessary by Sound Transit to verify King County Metro's work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Financial audits conducted under this Subsection 3.2.3 will be in accordance with Generally Accepted Auditing Standards ("GAAS") and established procedures and guidelines of the reviewing or auditing agency(ies).

King County Metro will disclose of all non-privileged or otherwise exempt from disclosure information and reports resulting from access to records under this Subsection 3.2.3. Prior to disclosure, Sound Transit will provide King County Metro the opportunity for an audit entrance and exit conference, an opportunity to comment, and to submit any supporting documentation on the pertinent portions of any draft audit report. The final audit report will include written comments of reasonable length, if any, of King County Metro.

3.3 Subcontracting

King County Metro may use a subcontractor to provide public transportation service on behalf of Sound Transit to the extent permitted by law. King County Metro will ensure that its subcontractor meets all applicable requirements of this Agreement, including but not limited to any applicable requirements of the FTA and Sound Transit. During selection and interviewing of any third-party subcontractor, Sound Transit will participate in the review and evaluation of proposals and the final selection of the contractor to the extent allowable by law. Any changes to the method in which the service is provided must be approved in writing by both Parties.

Unless otherwise stated in this Agreement, "King County Metro" means King County Metro and any of its subcontractors.

3.4 Operating Policies

King County Metro will determine which of the following policies pertains to a particular situation depending on the type of actions being taken. Upon request, King County Metro will inform Sound Transit which policy is in effect for a particular type of action. The following order of priority will apply:

- a. State and federal law and/or regulations: The Parties and their subcontractors must obey all applicable state and federal laws and guidelines;
- b. Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J** in effect on the date of this Agreement; and
- c. King County Metro's policies.

3.5 Specialized Training

Sound Transit may require specialized training over and above training required to provide baseline services. The cost of special training is not included in the rates established in the Baseline Cost as defined in Subsection 12.1.1 of this Agreement. Such training will be authorized and the cost established through written Task Order as defined in Section 12.4.

3.6 Environmental Sustainability

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental management system certified under the International Standards Organization (“ISO”) 14001. Sound Transit is committed to protecting the environment for present and future generations. The objectives of the policy, initiative, and system are collectively as follows:

- a. Implement environmental stewardship and sustainable development;
- b. Reduce environmental risks and liabilities;
- c. Enhance image with public, regulators, agencies, and stakeholders;
- d. Ensure regulatory compliance;
- e. Improve environmental performance; and
- f. Simplify environmental communication.

Sound Transit is committed to meeting or exceeding all environmental commitments during all phases of transit operation by preventing environmental degradation, reducing work delays and cost increases, minimizing negative publicity, and reducing the number of upset citizens, stakeholders, and regulatory agencies.

Exhibit N1: Environmental and Sustainability Management System and N2: Sound Transit Sustainability Initiative, include a copy of Sound Transit’s environmental policy, its sustainability initiative, and a summary of its environmental management system. Within 30 days of the effective date of this Agreement, King County Metro will submit to Sound Transit a written statement indicating that responsible parties at King County Metro and its subcontractors have read and understand the documents provided, and that it will use reasonable efforts to conduct its work and operations in a manner which is consistent with the objectives of these environmental programs.

4.0 COOPERATION

4.1 Planning

The Parties will engage in cooperative planning which will include consideration of the following factors: coordination of plans for service and policies of affected jurisdictions which may impact the provision of the ST Express Bus Service

provided for under this Agreement, long range plans of Sound Transit and King County Metro, safe and efficient operation of transit systems, attractiveness of the services to the public, security requirements, traffic congestion and capacity issues of affected jurisdictions, operating and maintenance requirements, fare payment methods, and other factors that serve the public interest or that are otherwise agreed to by the Parties.

4.2 Designated Representatives

To ensure effective cooperation in implementing this Agreement, each Party will designate representatives responsible for communications and coordination between the Parties. Designated Representatives are responsible for the following:

- a. Coordinating input and work of other staff members;
- b. Annual review of the costs;
- c. Revising or preparing exhibits and amendments to this Agreement; and
- d. Identifying and resolving issues that may arise in implementing this Agreement.

The contact information of the current Designated Representatives is provided in **Exhibit C: Designated Representatives**. Each Party may unilaterally update its contact information in **Exhibit C** as necessary by providing an amended copy of **Exhibit C** to the Designated Representative of the other Party in accordance with Section 19.0.

5.0 ROLE OF SOUND TRANSIT

5.1 Coordination

Sound Transit will consult with King County Metro on policy decisions, service development, and planning affecting ST Express Bus Service operated by King County Metro. These decisions are generally made by the Sound Transit Board of Directors. Sound Transit will consult with King County Metro concerning any changes proposed in ST Express Bus Service schedules or routes. King County Metro's comments will be considered in the decision-making process as described above.

5.2 Sound Transit Rights and Responsibilities

5.2.1 Planning

Sound Transit is responsible for planning and oversight of the ST Express Bus Service system and final decision-making authority remains with Sound Transit. Sound Transit will participate with other agencies in planning efforts including, determining and modifying the following matters, consistent with the terms of this Agreement:

- a. Times of day services are to be provided;
- b. Routes on which buses are to run;
- c. Location and identification of ST Express Bus Service stops to pick up and discharge customers; and
- d. Number and sizes, including seat capacities, of buses in service.

5.2.2 Oversight

In addition to its rights under Sections 3.2.3 and 12.5, Sound Transit will have the following rights with respect to management and financial oversight, and monitoring the performance of King County Metro under this Agreement:

- a. Review and inspect all facilities, equipment, and non-privileged records developed or used by King County Metro in performance of this Agreement, including King County Metro's cost-sharing allocations, schedule adherence, and fare and data collection procedures;
- b. Review fuel, lubricants, repair parts, and supplies used by King County Metro in servicing Sound Transit buses;
- c. Inspect any Sound Transit bus; and
- d. Review King County Metro's facilities and activities for purposes of monitoring King County Metro's maintenance performance as it pertains to the ST Express Bus Service provided for under this Agreement.

Reviews and inspections may occur at any time during normal business hours and Sound Transit will provide sufficient notice prior to reviews and inspection to ensure that it does not interfere with King County Metro's ability to fulfill its obligations under this Agreement. King County Metro will provide records or permit inspections in a timely manner.

6.0 PERSONNEL AND PERFORMANCE STANDARDS

King County Metro will provide ST Express Bus Service as follows:

6.1 Personnel

King County Metro will furnish qualified and properly trained personnel, including but not limited to: operators, mechanics, schedulers, customer service representatives, supervisory staff, technical staff, and clerical staff, as necessary to provide the ST Express Bus Service under this Agreement. Except as provided in Section 15, King County Metro will be solely responsible for complying with the terms and conditions of agreements King County Metro has with any labor organizations representing King County Metro employees.

6.1.1 Recruitment

By March 1 of each year, King County Metro will provide Sound Transit with copies of its current recruitment selection processes for those who operate, maintain, or supervise Sound Transit vehicles.

6.1.2 Training

King County Metro will maintain an overall training program that includes initial, refresher, and any specialized training for ST Express Bus Service. King County Metro will maintain records of its training program during the term of this Agreement.

6.1.3 Transit Operator Medical Certification

King County Metro will provide Sound Transit with a description of its current medical certification requirements for transit operators. The description will include how King County Metro monitors medical cards, special conditions, and how King County Metro offers assistance to transit operators with special conditions. Any updates during the term of this Agreement will be provided to Sound Transit.

6.2 Employee Conduct

King County Metro will be responsible for taking appropriate corrective measures when employees providing ST Express Bus Service under this Agreement perform their jobs in an unsatisfactory manner. Sound Transit may report unsatisfactory employee performance that comes to its attention to King County Metro. Sound Transit may request that appropriate action be taken with respect to any employee providing ST Express Bus Service whose performance causes a safety, security, general welfare, or customer satisfaction concern to Sound Transit. In the event an employee's conduct is found to be unsatisfactory, determination of any appropriate sanctions or actions rest with King County Metro, which will be obligated to deal reasonably and responsively to Sound Transit's request, subject to applicable law and collective bargaining agreements.

6.3 Performance Monitoring

King County Metro will manage its employees' performance and will provide a copy of the description of its ongoing performance monitoring programs and tools for employees performing ST Express Bus Service to Sound Transit upon request.

6.4 Service Performance Standards

King County Metro will meet or exceed the performance standards provided in **Exhibit D: Performance Standards**. The performance standards are provided to measure quality of service and productivity, to encourage excellence, and to quickly identify and remedy problem areas. King County Metro will report on its performance against these standards on a monthly basis. If performance standards are not met, then Sound Transit may request a meeting with King

County Metro to determine what changes are required to meet the standards. Sound Transit and King County Metro will determine and implement actions, where appropriate, to address and remedy substandard performance.

Route level performance is reported monthly using the format in **Exhibit E1: Route Statistics**.

As King County Metro develops and implements new technological methods of data collection, King County Metro will make this data available to Sound Transit in a timely manner in a mutually agreeable format.

6.5 Information Reporting

6.5.1 Monthly Performance Report

King County Metro will prepare, maintain, and submit monthly reports regarding ST Express Bus Service in the form and manner prescribed in **Exhibit F1: Reports and Documents** to the extent possible using King County Metro's standard data collection process and procedures. King County Metro will submit this report to Sound Transit's Bus Operations Manager or designee at the Sound Transit administrative offices by the 25th of each month for the previous month. The monthly report will match the data used to generate invoices and will provide a basis for annual reconciliation.

6.5.2 Weekly Report

By Tuesday noon of each week, King County Metro will provide to Sound Transit's Bus Operations Manager or designee fleet availability by day and total week through the report entitled "ST Weekly Assignments" (See **Exhibit F1: Reports and Documents**).

6.5.3 Daily Report

King County Metro will provide Sound Transit's Bus Operations Manager or designee with the King County Metro's daily reports by email by 0900 hours each service day.

6.5.4 Other Reports

Additional reports are required under other sections of this Agreement. **Exhibit F1: Reports and Documents** lists such reports. **Exhibit F1** may be changed as needed by mutual agreement of Sound Transit's Executive Director of Operations or designee and King County Metro's General Manager or designee.

7.0 ROUTE PLANNING/SCHEDULING

7.1 General

The County will operate Sound Transit buses on routes identified in written

direction from Sound Transit up to the first regular service change, and then as may be subsequently extended, reduced, or otherwise modified by Sound Transit. Sound Transit will consult with King County Metro in a timely manner concerning changes proposed for the ST Express Bus Service that may affect King County Metro's service, schedules, or routes. King County Metro's comments will be considered in the decision-making process.

King County Metro will consult with Sound Transit in a timely manner concerning changes proposed for its service that may affect ST Express Bus Service, schedules, or routes. Sound Transit's comments will be considered in the decision-making process.

ST Express Bus Service planning and scheduling services provided by King County Metro for Sound Transit will be consistent and in accordance with King County Metro's standard procedures.

7.1.1 Coordination with Local Jurisdictions

King County Metro will facilitate coordination of ST Express Bus Service with affected jurisdictions comprising King County Metro's service area as necessary including:

- a. Bus stops, passenger shelters, signage, and other passenger amenities as described in the matrix entitled "Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage" (See Subsection 10.2.3 – Signage and Signage Hardware);
- b. Coordination due to construction activities; and
- c. King County Metro authorization for layovers, restroom access for transit operators, and other accommodations needed to provide ST Express Bus Service.

If issues arise, Sound Transit will assist King County Metro in their resolution.

7.2 Planning Process

7.2.1 Annual Planning

King County Metro will provide planning services to support Sound Transit's Service Implementation Plan ("SIP") as it pertains to the ST Express Bus Service provided for under this Agreement. These services include field analysis, route planning support, and schedule preparation.

Sound Transit will provide King County Metro with the preliminary route designs for ST Express Bus Service through the SIP. The preliminary route design must include stop locations, service frequencies, service spans, and the estimated number of Platform and Revenue Hours by day of operation.

a. Field Analysis

King County Metro will field test proposed routes, verify run times, suggest additional or different stops for consideration, arrange for transit bus tests of proposed routes as necessary, and identify suitable layover areas.

b. Design Schedules

Sound Transit may request design models. Design models are schedules which have been created and generally tested by Sound Transit staff and then refined by King County Metro planning staff through HASTUS (or its successor software program). These schedules are not considered final nor is the production of these schedules intended to be “what-if” or iterative. These schedules will be used to support the preparation of the SIP.

If and when Sound Transit obtains scheduling software, King County Metro will work with Sound Transit to create procedures for the transfer of ST schedule files in a format and timing acceptable to both Parties.

c. Service Implementation Plan

King County Metro will review the SIP, approximate the number of operators and vehicles required, and if satisfied that King County Metro can provide the service without any concerns, King County Metro will provide a written statement to this effect. If King County Metro does have concerns, the Parties will meet in an attempt to resolve King County Metro’s concerns until King County Metro can provide the written statement above or the concerns are settled through the dispute resolution process.

7.2.2 Service Change Modifications

The “Service Change Package” details the implementation of service changes described in Sound Transit’s annual SIP. King County Metro will operate Sound Transit buses on routes provided in the written instructions provided in the Service Change Package. If service is increased, King County Metro will provide additional personnel necessary to implement the increase, at Sound Transit’s expense in accordance with Section 12. If King County Metro has concerns regarding meeting the Service Change Package requirements, King County Metro will immediately notify Sound Transit and both Parties will work toward a mutually satisfactory solution.

a. Service Change Timeline

The Parties will coordinate service changes in conjunction with scheduled service change dates. Service changes, both major and minor in nature, will be developed and managed using the Sound

Transit guidelines.

- 149 days prior to service change – Sound Transit distributes “Service Package #1”, including estimated Platform and Revenue Hours and peak/off-peak coach requirements. (All “days” refer to calendar days.)
- 120 days before the service change – King County Metro must inform Sound Transit of any changes to facilities or signage that will be required by the Sound Transit service changes and any impacts of King County Metro’s service changes on Sound Transit.
- 105 days prior to service change – Sound Transit will provide “Service Package #2” addressing any concerns raised by King County Metro.
- 100 days prior to service change – King County Metro will provide preliminary schedules for review.
- 85 days before service change – King County Metro will create and provide final schedules and headway reports downloaded through TED (scheduling software). King County Metro will conduct an internal quality control process to ensure accurate delivery of schedule data. Schedule information will include vehicle statistics reports, schedules and headway reports. Any change after 85 days is defined as an unpredicted service change (see Section 7.3 below.)

b. Fleet Requirement for Service Change

For each service change, the Parties will jointly and in a timely fashion, review the service change package, Sound Transit fleet plan, and the preliminary schedules to gain consensus as to the fleet requirement for operations and maintenance.

7.3 Unpredicted Service Change

Scheduled service change dates are the preferred time to make changes in routes and schedules. Fare changes must be made at the beginning of a month due to the processes associated with pass sales. If a change is required at another time, the Parties will consult and determine the impacts on each agency. If either Party is implementing a service change that will have a significant impact on the existing operation of the other Party, at a date that does not coincide with a regularly scheduled service change, or on an accelerated schedule, the Party implementing the change will be responsible for any additional costs necessary to revise service, customer information, and facilities as required to implement the changes. These costs will be estimated and agreed upon by the Parties prior to any work being conducted.

7.4 Public Process

Sound Transit is primarily responsible for community outreach for Sound Transit Bus Service. Sound Transit and King County Metro will consult with each other in developing the design of the public process for upcoming service changes that involve both Sound Transit and King County Metro service, including the nature and content of printed community outreach materials to communicate information about the changes, and staffing for public events associated with the service changes. The Parties will agree to cost sharing for producing jointly-designed printed media before a project is started.

8.0 VEHICLE MAINTENANCE

8.1 Operations and Maintenance Compliance

King County Metro will ensure compliance with the following standards in providing ST Express Bus Service:

- a. All applicable local, state, and federal laws and regulations including but not limited to those of the:
 - Americans with Disabilities Act;
 - Federal Motor Vehicle Safety Standards;
 - Federal Environmental Protection Agency;
 - Washington State Department of Ecology; and
 - Federal Transit Administration;
- b. The manufacturer's recommended preventative maintenance program;
- c. Industry standard procedures; and
- d. The maintenance plan approved by the Parties.

8.2 Buses

Sound Transit will provide King County Metro with all buses, including spare buses that are necessary to operate the ST Express Bus Service. The exact number and type may be modified as necessary to provide optimal ST Express Bus Service. The Parties will negotiate and agree upon additional costs resulting from a change in fleet composition.

King County Metro will maintain the same components and configuration in the buses as originally purchased unless otherwise approved by Sound Transit. If changes are proposed by either Party, or mandated by regulation, changes to bus equipment and technology and resulting costs must be agreed to by both Parties.

8.3 Maintenance – Extent of Services

King County Metro will provide the management, technical, and mechanical

services for the maintenance of Sound Transit bus equipment. Services provided by King County Metro will be consistent and in accordance with King County Metro's standard maintenance procedures. A copy of King County Metro maintenance plan and procedures will be provided to Sound Transit on an annual basis. King County Metro will use preventative maintenance intervals of 6,500 miles and uses the FTA's NTD standard metric of plus or minus ten percent (10%) for determining compliance. If the Parties agree to change the intervals or compliance ranges, King County Metro will document in the maintenance plan the name of the fleet management program, the new intervals used, and new compliance ranges. **Exhibit F5: Vehicle Maintenance** provides a format for reporting maintenance-related data.

The Parties will meet at least annually to discuss condition of the existing fleet and possible need for replacement vehicles over time. Once buses reach the last year of their 12 year expected life, King County Metro will notify Sound Transit of work to be done and potential costs for major components replacements, if needed. Major components are items such as power train, dual power inverter module ("DPIM"), diesel particulate filter ("DPF"), and compressors. Major component repair, replacement, or repair on buses within their last year of expected life must be approved in advance by Sound Transit.

King County Metro will include in the monthly report (**Exhibit F5: Vehicle Maintenance**) the number of engine and transmission replacements completed.

8.3.1 Warranty

King County Metro will complete and submit warranty claim requests and communicate directly with bus manufacturer's warranty department to resolve all warranty-related claims, inquiries and payables. In the event fleet defect qualifying failures occur during the warranty period, King County Metro will, as Sound Transit's authorized agent, submit all written notifications to the bus manufacturer for the purpose of obtaining a resolution for said defects. Copies of the notifications will be submitted to Sound Transit.

King County Metro will process Sound Transit fleet warranty claims through its existing claim procedure and in accordance with the Manufacturers requirements. King County Metro will pursue warranty claims to the maximum extent of coverage. King County Metro will provide a monthly report detailing warranty claims to the Sound Transit Bus Operations Manager or designee in a form provided as **Exhibit F6: Warranty**.

If a bus manufacturer notifies Sound Transit of a disputed warranty claim made by King County Metro, Sound Transit will immediately notify King County Metro of the dispute and forward all notices to King County Metro for resolution between King County Metro and the manufacturer.

King County Metro will not knowingly take, or fail to take, any action that will void or diminish the effectiveness of the manufacturer's warranty for the buses.

8.3.2 Major Fleet Defects and Manufacturer Recalls

King County Metro will, as Sound Transit's authorized agent, be responsible to coordinate the resolution with the bus manufacturer and for managing the repair of the bus when bus manufacturers issue a recall, a notice of safety issue, or in the event a major fleet defect is identified.

The repair may require a Task Order to complete (See Subsection 8.3.5 – Maintenance Initiatives). King County Metro and Sound Transit will review the nature of the defect and collaborate on potential solutions including options for meeting daily service requirements. The Parties must agree on the cost of the repairs before they are made. Sound Transit will be responsible for the cost of any repairs.

If any defects and repairs compromise the County's ability to meet daily service requirements, at its discretion, the County may use any of its ADA-compliant inactive fleet to meet the affected daily service requirements. However, if the County does not provide any or an adequate number of buses, then Sound Transit shall either relieve the County of the requirement to meet the affected daily service requirements, or provide replacement buses.

8.3.3 Severely Damaged Buses

Sound Transit may choose to replace, rather than repair, a seriously damaged bus. When a bus is severely damaged, King County Metro will provide a detailed estimate of the repair cost and a recommendation as to whether it is more economical to replace than repair. Sound Transit will notify King County Metro within two weeks of its receipt of the estimate and recommendation as to whether it wants King County Metro to repair the bus.

8.3.4 Maintenance Initiatives

Sound Transit may request King County Metro to provide support for various fleet procurement and maintenance related initiatives. In addition, King County Metro may suggest an initiative that may benefit Sound Transit. The types of initiatives include, but are not limited to:

- new vehicle in-plant inspection services;
- post-delivery vehicle inspection;
- revenue vehicle service preparation;
- vehicle decommissioning;
- equipment retrofit;
- heavy repairs;
- major overhauls; and
- fleet-wide mechanical repairs and upgrades.

King County Metro may participate in any such initiatives and, if it elects to do so, will determine if personnel and/or equipment is available to support these requests. If such an initiative is pursued, the Task Order

process described in Section 12.4 will be used to establish scope and cost.

8.4 Storage and Maintenance Facilities

King County Metro will provide storage and maintenance facilities for the Sound Transit buses operated by King County Metro under this Agreement.

8.5 Fuel/Lubricants, Tires, Parts, and Supplies

Except as otherwise provided in this Agreement, King County Metro will provide all materials and supplies necessary for the operation of the buses used for ST Express Bus Service. The costs of such materials and supplies will be borne by Sound Transit in accordance with Section 12 of this Agreement. King County Metro will maintain stores of and provide fuel, lubricants, tires, repair parts, and supplies required for the orderly operation, maintenance, and repair of the buses. King County Metro will select parts, fuel, lubricants, tires, and other maintenance items based on manufacturer specifications or better. Proposed changes must be agreed upon by the Parties prior to implementation.

8.5.1 Fuel/Lubricants

King County Metro will supply all necessary lubricants and solvents. The quality must be equal to that used on King County Metro equipment. King County Metro will safely store and furnish fuel and lubricants for the operation of the buses, in accordance with applicable laws.

King County Metro will report quantity and price of fuel and fluids as shown in **Exhibit F5: Vehicle Maintenance** and in reports as requested (See **Exhibit F1: Reports and Documents**).

8.5.2 Tires

King County Metro will provide and maintain all bus wheels and tires.

8.5.3 Parts and Supplies

King County Metro will supply all parts and supplies needed to maintain or repair the buses.

If vehicles being decommissioned are the last of a manufacturer's make and/or model, the Sound Transit Bus Operations Manager or designee will meet with King County Metro staff and agree upon the type, number, and value of the spare parts being decommissioned and the cost for King County Metro's work under this Subsection 8.5.3. Once the quantity and value of obsolete parts have been identified and agreed upon, Sound Transit will determine the best and most appropriate way to dispose of the obsolete parts.

8.6 Cleaning

King County Metro will clean buses with the frequency and in the manner specified in **Exhibit H: Bus Cleaning Matrix**.

8.7 Equipment Return

Should King County Metro return to Sound Transit any bus or equipment for any reason, such property will be returned in the same operational condition as when delivered to King County Metro, normal wear and tear excepted.

8.8 Bus Logs and Files

In addition to any requirements set forth in Section 3.2 or Section 6.5 of this Agreement, King County Metro will maintain accurate, written and/or electronic records of repairs made to each bus. These records will detail the bus number, date of repair, detailed description of the complaint and/or repair, materials required to perform the repair, and mileage at the time of the repair. If King County Metro keeps records in hard copy, the records will be filed by coach number and by chronological order. With the exception of privileged documents or documents otherwise protected from disclosure, King County Metro will make these records available to Sound Transit on request. In addition, King County Metro will maintain separate records showing the periods during which each bus has been out of service for repairs. With the exception of privileged documents or documents otherwise protected from disclosure, King County Metro will make these records available to Sound Transit upon request including on-site read access to fleet management system electronic files via AssetWorks M5 Fleet Focus Fleet Management Program.

9.0 OPERATIONS

9.1 Operation – Extent of Services

King County Metro will manage all aspects of the street operation of the ST Express Bus Service including service quality, communications, security, and safety. King County Metro will provide drivers, first line supervisors, management, and administrative personnel, as well as any other resources required to operate ST Express Bus Service. Service provided by King County Metro will be consistent and in accordance with King County Metro's standard operating procedures including emergency procedures, unless otherwise stated in this Agreement or in **Sound Transit's ST Express Policies and Procedures** as adopted; see **Exhibit J** for a copy in effect on the date of this Agreement. Copies of King County Metro's applicable procedures will be provided to Sound Transit annually; with updates provided as necessary.

9.1.1 Cross-Use of Fleet

The Parties expect that there will be circumstances under which King County Metro will need to use its own buses to provide ST Express Bus

Service. The Parties also expect that there will be circumstances under which King County Metro may need to use Sound Transit-owned buses to provide its bus service. However, the cross-use of fleets is expected to be infrequent, for a short-term, and only when necessary. Under such circumstances, King County Metro may use its equipment to operate ST Express Bus Service and King County Metro may use Sound Transit's buses to operate King County Metro's service. King County Metro will note monthly any cross-use in **Exhibit F11: Cross-Use of Fleet**.

If, in the opinion of either Party, the cross-use of fleet becomes more frequent than intended by this Subsection 9.1.1, the Parties will meet to discuss the reasons for the cross-use and will agree upon a course of action to minimize cross-use.

The Parties are allowed to cross-use the buses only if such use of each other's buses does not adversely impact the bus service of the Party providing the buses for cross-use. Cross-use of buses purchased with federal funding may only be used in conformance with FTA restrictions and regulations.

9.2 Service Disruptions

9.2.1 Inability to Perform Bus Service

If there is a shortage of available buses or operators, or if any other reason prevents King County Metro from performing any schedule or route on any day, King County Metro will notify Sound Transit's Bus Operations Manager or designee as soon as practical. Notification will be made in person or by telephone and email.

9.2.2 Response to Road Failures

In order to ensure safe, reliable, and high quality service, King County Metro will respond to road failures in accordance with its standard operating procedures and practices. Road failures will be reported monthly using **Exhibit F5: Vehicle Maintenance**.

9.2.3 Re-route Notification

Sound Transit recognizes that, due to emergency, temporary situations, and in some cases long-term service disruptions, alternative routing may be necessary. King County Metro will notify the Sound Transit's Bus Operations Manager or designee as soon as possible about the cause of disruption and the duration and description of any significant re-routes.

9.2.4 Emergency Notification

King County Metro will notify immediately (within 30 minutes) in person, by telephone, or email, Sound Transit's Bus Operations Manager or designee of any emergency operations, or any accidents or incidents that result in death, serious injury, or major disruptions of service. Notice must

be given according to **Sound Transit's ST Express Policies and Procedures** as adopted; see **Exhibit J** for a copy in effect on the date of this Agreement.

A Service Supervisor Response Report detailing a High Priority Emergency must be submitted to Sound Transit's Bus Operations Manager by the end of the next business day. Sound Transit staff will review the report and participate in incident follow up. A final incident report must be sent to Sound Transit. If the report is adequate, Sound Transit will approve it within seven days.

King County Metro will document all Low Priority Incidents in the daily reports (Section 6.5.3).

9.3 Service Delivery

King County Metro is responsible for managing the workforce and operating service so that ST Express Bus Service is delivered to the customers in a safe, reliable, cost-effective and courteous manner as follows:

- a. King County Metro will maintain adequate field supervision to monitor the daily operation of the ST Express Bus Service any time revenue service is being performed. Upon request, King County Metro will provide Sound Transit with a shift schedule and coverage area.
- b. King County Metro will provide a sufficient number of trained drivers to ensure that the ST Express Bus Service is operated in accordance with this Agreement.
- c. King County Metro will provide accident and incident investigation/management for safety, security, employee, and customer issues. Information on preventable accidents will be provided monthly in the format provided in **Exhibit F2: Preventable Accident Rate by Route**. Accident detail will be provided monthly using the format in **Exhibit F3: Accident Detail**.
- d. King County Metro will provide emergency management and response, including adverse weather planning.

9.4 Short-term, Additional Service

King County Metro may also be requested to perform the following types of short-term additional service:

9.4.1 Special Service

- a. Special Service is service that is foreseen or unforeseen and which operates off-route of any publicized service. King County Metro, at its discretion and to the extent its resources will allow, will operate Sound Transit buses for Special Service when requested. The services will include buses, operators and other appropriate personnel.

Compensation will be based on the rate noted in Section 12.2.

- b. Sound Transit is not obligated to use King County Metro for this purpose and may use other partners or third-party contractors for this purpose.
- c. For Sounder bus bridges, when passengers must be moved from train to bus or bus to train, Sound Transit will be responsible for directing its customers to the bus or train service.
- d. Sound Transit acknowledges that some training for King County Metro personnel may be necessary in order to provide bridging service to support Sounder Commuter Rail. Sound Transit will pay for the cost of specialized training it approves.

9.4.2 Extra Service

Extra Service is service that is in addition to regular service and operates on a route published in Sound Transit's Ride the Wave Transit Guide or other Sound Transit bus schedule. Extra Service may be necessary due to non-emergency service disruptions or passenger overloads. Compensation will be at the "Extra Service Rate" as defined in Section 12.2.

a. Extra Service Initiated by King County Metro

King County Metro may add Extra Service when needed on regular ST Express Bus Service routes in two circumstances:

- if a high passenger load is anticipated with sufficient time to seek Sound Transit's approval, King County Metro may contact Sound Transit to propose additional service on established, publicized routes, and
- if King County Metro identifies an unexpectedly high passenger overload situation or a gap in service, King County Metro may add additional service without the approval of Sound Transit.

If the Extra Service is expected to operate for more than one day, King County Metro's Contract Services Manager or designee will request approval from Sound Transit's Bus Operations Manager or designee, who may verbally approve continuation of Extra Service.

b. Extra Service Initiated by Sound Transit

Sound Transit may request Extra Service, through King County Metro's Contract Services Manager, on regular ST Express Bus Service routes that are included in the annual SIP. To the extent its resources will allow, and at its discretion, King County Metro will operate these services when requested by Sound Transit, provided that Sound Transit notifies King County Metro of the trips to be

operated at least five days before the date of the requested Extra Service. King County Metro will respond to the Bus Operations Manager or designee to confirm that service will be implemented.

9.5 Revenue Processing

King County Metro is responsible for collecting and processing Sound Transit cash fare and non-electronic fare media revenue for the operation of ST Express Bus Service. Cash revenue and paper ticket use will be measured by the fare box or other fare collection equipment, not separately collected and counted except for auditing purposes. King County Metro will submit fare revenue and boarding information at a route level resulting from rider use of non-electronic fare media valid on ST Express Bus Service to Sound Transit within 40 days of month-end for the month of service provided. Sound Transit and King County Metro may also enter into a separate agreement for direct sales by King County Metro of non-electronic Sound Transit fare media to customers, with sales revenue provided to Sound Transit.

Sound Transit may audit farebox and ridership reports to verify accuracy of data reported by King County Metro against separately measured counts performed by Sound Transit.

Sound Transit will be liable for all taxes due on the fare revenue King County Metro has collected and provided to Sound Transit in relation to the operation of these services.

10.0 CUSTOMER SERVICES, MARKETING AND MEDIA RELATIONS

King County Metro will provide the necessary management, training, automated information, and telecommunications services to provide customer services and distribute products for ST Express Bus Service. Sound Transit will ensure that current information and products are available to King County Metro. The Parties may choose to coordinate and, at times, work jointly in marketing, advertising, employer communication, route promotion, and special services. Those customer services, communications, and marketing duties and responsibilities not specifically described below are the responsibility of Sound Transit.

10.1 Customer Services

10.1.1 Information and Products

Sound Transit's ST Express Policies and Procedures as approved by the TIG Steering Committee provide the framework for customer services provided by King County Metro. A copy of these policies in effect on the date of this Agreement is provided in **Exhibit J**.

a. Schedule Information and Trip Planning

King County Metro will provide ST Express Bus Service schedule information and trip planning using customer service representatives and automated systems in the same manner provided for King County Metro

services during the standard hours of service.

Sound Transit will review and approve of King County Metro's online and print material containing Sound Transit service information. King County Metro will review and approve Sound Transit's online and print material containing King County Metro service.

b. Electronic Information

King County Metro will provide ST Express Bus Service online schedule and service information by way of a link to the Sound Transit website. Sound Transit will provide a link to King County Metro's website.

Sound Transit will provide King County Metro with Sounder and Link schedules for the regional automated trip planning database.

King County Metro and Sound Transit will add or modify current schedule data into the regional automated trip planning database as changes are made and provide such changes to the other parties as soon as possible.

c. Fare Media Services

King County Metro is responsible for selling all bus fare media used by Sound Transit. King County Metro will sell and distribute regional passes and other fare media in accordance with the terms of the "Amended and Restated Interlocal Cooperation Agreement for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System" and other regional fare media and revenue agreements entered into by King County Metro with Sound Transit.

d. Printed Customer Information Distribution

King County Metro will store and distribute Sound Transit service information, rider alerts, and marketing materials at agreed upon locations in the normal course of business.

e. Customer Service Updates

The Parties will update each other's customer service staff or other staff, regarding its service and facility changes.

f. Ad-hoc Information

King County Metro will send emergency, detour, and service interruption information to Customer Service E-mail with a copy to the ST Express Duty Officer in electronic format and will include at a minimum, the stops missed, the stops added and the duration of the service impact. Specific procedures have been created for adverse weather conditions. See Exhibit J for the ST Express Policies and Procedures; in particular, Operations Sections 4 and 5 in effect on the date of this Agreement.

10.2 Customer Communication

10.2.1 Customer Comments, Complaints & Commendations

King County Metro will collect and report customer comments for King County Metro-operated ST Express Bus Service using categories similar to the format and manner attached as Exhibit E4: Customer Service Comments.

10.2.2 Lost and Found Services

King County Metro will provide lost and found services for King County Metro operated ST Express Bus Service in the same manner and during the same hours as King County Metro provides for its services and in accordance with the operating procedures listed in Sound Transit's ST Express Policies and Procedures, as amended, or as otherwise agreed by the Parties.

10.2.3 Changeable Information

The changeable information addressed in this Subsection 10.2.3 is information (not hardware) that is changed frequently, usually on a service change or shorter basis, like rider alerts. Permanent signage is addressed in Section 11. As needed, staff members of King County Metro and Sound Transit will review and reach consensus on a matrix of tasks outlining specific responsibilities related to signage. This consensus will be documented in a matrix entitled "Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage." This document will be kept current by both Parties. Because the information and the Parties' needs are dynamic, this document will be maintained separately from this Agreement. Both Parties acknowledge its existence and its intention to create a coordinated, practical, and flexible assignment of tasks. A sample of this matrix document is provided in Exhibit K.

As a general rule and unless otherwise specifically agreed to in writing, King County Metro will design, produce, and install on-street stop and stop-specific information within King County. In some instances, King County Metro may install changeable information produced by another transit agency.

As a general rule and unless otherwise specifically agreed to in writing, for in-facility changeable information:

- Rider alerts (i.e., temporary signage) will be installed and removed by the Party identifying the need for the Rider Alert. For example, if Sound Transit needs to modify bus departure times at the facility, Sound Transit will install Rider Alert. If King County Metro needs to change bay assignments, then King County Metro will install and remove Rider Alerts.

- Variable message signs that are part of the on-board bus systems will be programmed by King County Metro as are all variable message signs owned by King County Metro.
- Variable message signs owned by Sound Transit and not part of the on-board systems will be programmed by Sound Transit.
- Variable message signs owned by King County Metro and not part of the on-board systems will be programmed by King County Metro.

10.3 Marketing

Sound Transit will market and advertise ST Express Bus Service. King County Metro will include marketing materials about Sound Transit provided by Sound Transit where it is geographically appropriate. The Parties may collaborate on marketing and advertising and information sharing.

If King County Metro includes references to Sound Transit services in any written or electronic communications or marketing materials (including online schedule information) King County Metro will clearly designate the services or facilities as being provided by Sound Transit and include the Sound Transit logo where feasible.

If Sound Transit includes references to King County Metro services in any written or electronic communications or marketing materials (including online schedule information), Sound Transit will clearly designate the services or facilities as being provided by King County Metro and include the King County Metro logo where feasible.

10.3.1 Outreach

a. Printed Customer Information Materials

King County Metro may include Sound Transit information in King County Metro's rider materials. When Sound Transit service is mentioned, Sound Transit will be clearly identified as the service provider. Materials produced will follow Sound Transit's naming conventions and review process in accordance with the Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J**, in particular, Customer Service Section 7 in effect on the date of this Agreement and the "Sound Transit Editorial and Style Guide."

b. Community Outreach

King County Metro will include information about Sound Transit service and safety in their community (i.e., employer, school) outreach program where geographically appropriate.

c. Surveys

The Parties may choose to collaborate on customer surveys and share information as appropriate.

10.3.2 Transit Advertising on Sound Transit Vehicles

Sound Transit retains rights to sell and install advertising on all of its vehicles operated or maintained by King County Metro (including vehicles used for non-emergency ST Express Bus Service that Sound Transit may lease from King County Metro, provided that such leased vehicles display Sound Transit livery or are otherwise identified as vehicles providing ST Express Bus Service). King County Metro will help Sound Transit's advertising contractor with Sound Transit-related advertising tasks, including advertising frame removal and mounting, washing, and transporting vehicles to and from installation locations upon reasonable notice and at times that least interfere with King County Metro's ongoing maintenance functions. King County Metro will make reasonable efforts to ensure that its advertising contracts do not include King County Metro vehicles used by Sound Transit in ST Express Bus Service except for emergency purposes.

Any labor charges related to maintaining Sound Transit advertising and moving vehicles for advertising installation will be covered by this Agreement.

10.3.3 Media Relations

Except as otherwise provided, Sound Transit will communicate with the media regarding ST Express Bus Service. King County Metro will contact Sound Transit regarding all media requests and inquiries related to ST Express Bus Service. In that instance, the Parties will collaborate on the response and on which organization will respond.

ST Express Bus Service special or event service information, including media advisories and press releases, will be coordinated between King County Metro's Public Relations Officer and Sound Transit's Public Information Officer.

11.0 MAINTENANCE AND OPERATIONS OF FACILITIES

11.1 Passenger Facilities Use and Maintenance

Both Parties own facilities within the service area covered by this Agreement. With the exception of the Downtown Seattle Transit Tunnel (DSTT), operations, maintenance (including repairs, inspections, updates and cleaning), and permanent signage are the responsibility of the Party that owns the facility. The DSTT is governed by separate agreement. Generally, each Party may operate its bus service in and out of the other Party's park-and-ride lots, transit centers, and

other passenger facilities without cost; provided, however, that there may be cases where the Parties agree to an exception and negotiate shared costs. The Good Neighbor Policy, attached as **Exhibit L: Good Neighbor Policy**, is the defining document for this Section 11.1.

11.2 Permanent Signage

Permanent signage are the signs and hardware intended to remain in place unchanged for long periods of time. Changeable signs and information are addressed in Subsection 10.2.3. Unless agreed upon in writing otherwise, permanent signage located on property is the responsibility of the owner agency.

For those joint-use facilities that utilize the Regional Signage Program, the regional graphic standards will apply. When the Regional Signage Program and the Tactile Way-finding Standards are utilized, both Parties will be recognized at the facility. References to Sound Transit in signage must adhere to the Style Guide in the current "Customer Signage Design Manual" (a Sound Transit document).

Variable message signs that are part of the On-board Systems for King County Metro are the responsibility of King County Metro to operate and maintain. Variable message signs that are owned by Sound Transit are the responsibility of Sound Transit.

In all cases, either Sound Transit or King County Metro may install sign media (see Subsection 10.2.3).

11.3 Maintenance

11.3.1 Maintenance of Facilities

Under separate agreement, King County Metro may provide operations and maintenance including repairs and cleaning services at Sound Transit facilities on a facility-by-facility basis.

11.3.2 Maintenance of Signage

To determine who is responsible for maintenance where maintenance is understood to include repair to damaged hardware, cleaning, and graffiti removal:

- If Sound Transit owns the facility and if Sound Transit owns the sign, then Sound Transit repairs, cleans and inspects the sign and sign hardware.
- If Sound Transit owns the facility and if King County Metro owns the sign, then King County Metro repairs, cleans and inspects the sign and sign hardware.

- If King County Metro or the State owns the facility and Sound Transit owns the sign, Sound Transit repairs, cleans and inspects the sign and sign hardware.

Sound Transit will provide up to twice-yearly cleaning and maintenance of the regional signage system hardware that is in Sound Transit's facilities. Sound Transit will manage graffiti removal as reported by King County Metro.

12.0 FINANCIAL AUTHORIZATION, COMPENSATION AND PAYMENT

This section sets forward the annual financial authorization for service, basis and methods for compensation and invoicing as well as the annual close out reconciliation of costs and other financial reporting requirements for NTD between Sound Transit and King County Metro, as defined in the respective sections as follows:

- Baseline Cost;
- Extra Service and Special Service;
- Catastrophic Event Service;
- Task Orders;
- Periodic Reviews;
- Monthly Invoice and Payment;
- End of Year Requirements and Closeout Reconciliation; and
- Taxes and Fees.

King County Metro will maintain financial books, records, documents and other evidence directly pertinent to the performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP").

If there is a conflict between this Agreement and any more specific agreements between the Parties, the more specific agreements supersede, including compensation provided in this Agreement.

12.1 Baseline Cost

12.1.1 Composition of Baseline

Baseline Cost is the estimated annual cost of King County Metro's provision of the planned level of service identified in the SIP and scope of services identified in this Agreement.

Any services which require separate cost submittals and are addressed in separate agreements between Sound Transit and King County Metro will be excluded from the Baseline Cost for ST Express Bus Service.

12.1.2 Cost Allocation Model (CAM)

The Parties acknowledge that the Baseline Cost will be based on allocations of cost to ST Express Bus Service from cost pools that include the cost of other services provided by King County Metro. Current practice is that actual costs are allocated to ST Express Bus Service and to other King County Metro services by a cost allocation model ("CAM"); however, estimated costs are based on a simulation of the CAM. Sound Transit acknowledges that the year-end CAM and budgeting CAM are not reconcilable. The amounts billed to Sound Transit are not intended to represent a time and materials calculation of cost; rather, they are blended costs that are allocated in a way to apportion costs in a reasonable manner and minimize the administrative time to manage the cost allocation process.

12.1.3 Baseline Cost Submittal

King County Metro will submit an annual cost for baseline service in the upcoming year and will provide a unit cost per platform hour for the service. The unit cost per platform hour is the annual Baseline Cost divided by the total planned platform hours.

a. Submittal Timeline

No later than October 31, King County Metro will provide its Baseline Cost estimate for the upcoming year and the CAM, including allocation methodology to Sound Transit. Sound Transit will review and provide comments to King County Metro on the Baseline Cost estimate and the CAM by November 10.

The Parties will agree by December 15 upon a Baseline Cost for the upcoming year. Sound Transit will provide a cost submittal letter to include **Exhibit G1: Rate Setting** to be countersigned by King County Metro ("Cost Submittal Letter"). The schedule is in **Exhibit G3: Financial Data Submissions**.

b. Format

The rate setting format is substantially that of the NTD Form F30 and these expense objects and functions will be consistent with the NTD definitions. See **Exhibit G1: Rate Setting** attached. The costs used to develop the rate will be generated using the estimated budget for King County Metro, operating statistics for both Parties, and the cost allocation model as described in Section 12.1.2 above.

c. Baseline Cost Submittal Documentation

Using King County Metro's annual allocation of the biennial budget and estimations of inputs to the allocation variables, King County

Metro will estimate the total costs allocated to Sound Transit based on the agreed upon methodology.

King County Metro will provide the cost assumptions for Baseline Cost. The supporting documentation will include the CAM, including the cost pools, estimated annual totals for each cost pool, the allocation variable applied for each cost pool.

12.1.4 Changes to Baseline Cost

Should it be determined that a change in the CAM methodology is required, for any reason, both Parties must agree to the changes in writing. Any change must be documented using the same methodology defined above including an explanation regarding the rationale for necessitating the change.

Either Party may propose a change to the Baseline Cost during the year but changes may be effected only by mutual agreement in writing.

For example, within a given year the Parties recognize that changes to the Baseline Cost may be necessary to reflect changes in the level of service actually operated compared to the amount of service anticipated in the SIP that governed the development of the Baseline Cost for a particular year.

12.2 Extra Service and Special Service

Section 9.4 (Short Term, Additional Service) describes the operational aspects of Extra and Special Service. Annually with the Baseline Cost submittal (Section 12.1.3), King County Metro will submit a marginal rate per platform hour for Extra Service and Special Services as part of **Exhibit G1: Rate Setting**. The marginal rates will be included in the Cost Submittal Letter.

12.3 Catastrophic Event Service

The Parties acknowledge that there may be one-time costs for emergencies. The Parties will meet and King County Metro will provide written documentation of one-time cost emergencies for Sound Transit's review and approval, which approval will not be unreasonably withheld.

Within three days of the onset of an emergency, King County Metro will, to the extent possible, provide Sound Transit with an initial written description of the work, a proposed timeline for completing the work, and an estimated cost for the work. King County Metro will amend this estimate weekly until all costs of the emergency are reasonably known. Sound Transit will pay for all costs of the emergency. In the event the costs attributable to Sound Transit cannot be separately identified, King County Metro will identify the total cost of the emergency to all involved parties and describe its method for prorating the Sound Transit share of the cost.

12.4 Task Orders

Sound Transit may request King County Metro to perform tasks beyond the scope specifically provided in this Agreement. In addition, King County Metro may suggest initiatives that may benefit Sound Transit. King County Metro will, at its discretion, decide if the work is appropriate and practical to be performed by King County Metro or whether the work could be contracted.

Sound Transit will provide a written Task Order (**Exhibit O: ST Express Bus Operations Task Order**) including a scope of work to King County Metro. King County Metro will review the initiative in detail and develop a cost estimate to perform the work (including parts, labor, travel, lodging, materials, etc.). The cost of such work will be initially determined by King County Metro and provided in written format by modifying the proposed Task Order with additional documentation when available. Sound Transit will review the cost estimate and award the work to King County Metro or to another party that Sound Transit determines to be in its best interest. Sound Transit is not obligated to award this work to King County Metro.

In each Task Order, Sound Transit will set a percentage or dollar amount from which the estimate may change without further action. King County Metro will notify Sound Transit's Bus Operations Manager if the cost of work increases beyond the percentage or dollar amount and King County Metro must secure Sound Transit's Bus Operation Manager's pre-authorization and written approval to proceed with the work.

Compensation for additional work which is deemed operation expense (as noted in the Task Order) will be added to the monthly invoice as a separate line item. Compensation for additional work which is deemed capital expense will be invoiced separately. Documentation of work accomplished and actual costs must be provided. (See **Exhibit G2: Monthly Invoice Summary**.)

12.5 Periodic Review of Financial Performance

The Parties agree to meet two times during the year to review the budget versus actual performance of King County Metro pertaining to the ST Express Bus Service provided for under this Agreement. These meetings will take place no earlier than May and as part of the annual negotiation process in November. The purpose of these meetings will be to identify any issues that might have a budget impact on the current year, or for future annual planning.

12.6 Invoices and Payment

12.6.1 Monthly Invoices

King County Metro will invoice Sound Transit monthly using the format attached as Exhibit G2: Monthly Invoice Summary, after having submitted the Monthly Report (Section 6.5.1) and no later than the 25th of the following month, for all services provided as follows:

a. Standard Invoice:

Baseline Cost will be invoiced as one-twelfth of the annual Baseline Cost for the current year.

Task Orders with operating expenses will be a separate line item and be supported with complete documentation.

Extra Service will be billed on the number of platform hours of Extra Service operated in the month times the appropriate rate as identified in **Exhibit G1: Rate Setting**.

b. Additional Invoices:

- King County Metro will bill Special Service quarterly and separately from all other expenses at the appropriate rate as identified in **Exhibit G1: Rate Setting**. King County Metro will provide documentation as to the service provided, platform hours and miles driven, estimated passengers carried and the cost of the service. Sounder Backup service will be identified separately from other Special Service.
- Task Orders with capital expenses will be a separate line item and be supported with complete documentation.

12.6.2 Payment

Upon submission of a properly supported and complete invoice, Sound Transit will pay invoices within 30 days of receipt. An invoice will be considered complete only when all monthly information is provided as required in Section 6.5.1.

King County Metro will send invoices to:

Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

or send to accountspayable@soundtransit.org.

If Sound Transit disputes the charges, documentation, or completeness of an invoice, Sound Transit will notice such objections to King County Metro in writing within 20 days after receipt of the invoice. Any such dispute must be reconciled and if changes are necessary a new invoice issued and documentation of cancellation of the original invoice provided. Any such dispute will be subject to the dispute resolution procedures as set forth in this Agreement. Notwithstanding this paragraph, Sound Transit's right to dispute charges or audit is not prejudiced.

12.7 End of Year Requirements and Closeout Reconciliation

12.7.1 General

Per Section 2.1.2 NTD Reporting, King County Metro will submit a compilation of all service and other operating data no later than February 28. King County Metro and Sound Transit will also complete a preliminary financial annual reconciliation of all reported NTD data no later than March 31 in order for both Parties to be able to submit their data on or before April 30 of each year for the prior year's costs. Furthermore, all financial reconciling items are to be prepared on an accrual basis to be included as part of the year-end reporting close and mutually agreed upon with adequate supporting documentation no later than March 31.

If any reconciling items are identified after March 31 but prior to the completion of each agency's financial audit, the reconciling items, unless material to the financial statements of either one or both of the Parties, will be reflected in the next fiscal period. Sound Transit's Director of Accounting and King County Metro's Finance Manager of Enterprise Operations respectively will review such determinations on a case-by-case basis and reach a mutual agreement on disposition.

12.7.2 Documentation

During the end of year financial close, King County Metro will provide their CAM output spreadsheet (as of December 31) including cost pools and allocation variables and operating statistics for the previous calendar year. Any changes in cost pools due to reorganizations, or changes in variables applied to the cost pools, will be identified by King County Metro prior to beginning the reconciliation process. Both Parties must concur with the change in writing. Any cost pool allocation which cannot be substantiated in this manner must be revised to meet the agreed upon methodology.

The CAM cost pools are used to develop the NTD reports for King County (as well as Sound Transit). The CAM cost pools are reconciled to King County Metro's financial records. The NTD data is reconciled to King County Metro's audited financial statements during the Agreed Upon Audit Procedure ("AUP") work associated with the NTD submittal. Sound Transit will rely on these AUP of the NTD data to document the allocation of the cost pools to both Sound Transit and King County Metro modes of service.

12.7.3 Settlement

Upon agreement of the Parties regarding the cost allocation process, the total costs reported by King County Metro for the prior year service will be compared to the total payments made by Sound Transit during the year. The difference between the total allocated cost and the actual payments made during the year will result in a reconciling amount.

The settlement of the annual reconciliation will be made by separate

invoice.

12.8 Taxes and Fees

Sound Transit is responsible for all federal, state and local taxes, assessment and fees that are required to be paid by Sound Transit or the County in connection with the provision of ST Express Bus Service under this Agreement. The County will include in its invoices to Sound Transit all taxes and fees that the County is obligated to pay related to the services provided under this Agreement.

The services provided under this Agreement are not currently considered a retail sale and therefore Sound Transit's payments under this Agreement are exempt from Washington State sales and use tax. If state tax law changes and these charges become a taxable retail sale, then Sound Transit will pay the required Washington State sales and use taxes.

Sound Transit will defend, indemnify and hold harmless the County from and against any tax liability, including any tax liability that may arise due to incorrect determination or calculation of any taxes owed by the County under this Agreement. This requirement would not apply if the County were to collect a required tax but fail to remit the tax to the applicable taxing authority. In the event of a tax dispute, the County will provide any relevant information and such non-privileged or otherwise protected from disclosure documentation as may be reasonably requested by Sound Transit.

13.0 DISPUTE RESOLUTION

In the event of any dispute concerning this Agreement, the designated representatives for Sound Transit and King County Metro, as defined in **Exhibit C: Designated Representatives**, will confer to resolve the dispute. The designated representatives will use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement.

In the event the designated representatives are unable to resolve the dispute, the Executive Director of Operations or designee for Sound Transit and the Deputy General Manager of Planning and Customer Services for King County Metro will confer and exercise good faith to resolve the dispute.

In the event the Executive Director of Operations for Sound Transit or designee and the Deputy General Manager of Planning and Customer Services for King County Metro are unable to resolve the dispute, the Chief Executive Officer for Sound Transit and the King County Metro General Manager will engage in good faith negotiations to resolve the dispute.

In the event the Chief Executive Officer for Sound Transit and the King County Metro General Manager are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon non-binding mediator. The Parties will share equally in the cost of the mediator.

Sound Transit and King County Metro may not seek relief in a court of law until and unless each of these procedural steps is exhausted.

14.0 INSURANCE AND RISK MANAGEMENT PROGRAM

King County Metro will provide insurance coverage during the entire term of this Agreement as set forth in **Exhibit M: Insurance and Risk Management Program**.

15.0 INDEMNIFICATION AND DEFENSE

15.1 General Indemnity

To the maximum extent permitted by law, each Party will defend, indemnify, and hold harmless the other Party and all of its officials, employees, principals, and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property ("Claims"), which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying Party, its contractors, and/or employees, agents, and representatives in performing its obligations under this Agreement. Each Party's obligation under this Section 15 applies only to the extent of the negligence of that Party or its contractors, employees, agents, or representatives.

The indemnification obligations above also apply to and require each Party to defend, indemnify, and hold harmless the other Party for Claims brought by an employee of one Party against the other Party if said Claim is alleged to have arisen from the alleged negligent acts or omissions of the employee's employer, and in such case, the Parties with respect to each other only waive and will not assert against each other, any immunity under the Industrial Insurance Act, including RCW Title 51. This waiver is limited to actions by and between the Parties only and does not extend to the employees of either Party. The Parties expressly do not waive their immunity against Claims brought by their own employees.

In the event either Party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this Section against the other Party, all such fees, costs, and expenses will be recoverable by the prevailing Party.

The cost of financing the risk of loss associated with the County's activities under this Agreement, including defense and indemnification of Sound Transit under this section, will be included in the calculation of the Baseline Cost.

15.2 Labor Indemnity

Except when caused by the default under this Agreement by King County Metro or as a result of a termination for convenience by King County Metro, Sound Transit will defend, indemnify, and hold harmless King County Metro and its officials, employees, and agents against any and all claims, demands, suits, actions, damages or liability (collectively "Claims") for labor protections provided to transit employees within Sound Transit's service area under 49 U.S.C. §5333(b) that are based upon a Sound Transit 13(c) agreement or arise out of, are connected to, or are materially related to the commencement, operation, modification, or termination of the ST Express Bus Service that is the subject of this Agreement. Sound Transit's obligation applies whether the claim is brought against Sound Transit under a Sound Transit 13(c) agreement or against King

County Metro under a King County Metro 13(c) agreement, or against both. Sound Transit will have complete control over any such claim or action, including, but not limited to, the right to defend, contest, or settle the claim or action. King County Metro will cooperate fully with Sound Transit in the handling of any such claim or action.

15.3 Labor Compliance

As a condition of Sound Transit's receipt of federal grant funds to acquire capital assets in connection with this Agreement, Sound Transit and various locals of the Amalgamated Transit Union representing transit employees in the Sound Transit service area have entered into an "Agreement Pursuant to Section 13(c) of the Federal Transit Act", dated February 29, 1996 and as amended March 30, 1999 ("Sound Transit's 13(c) Agreement"). With respect to King County Metro employees covered by Sound Transit's 13(c) Agreement, King County Metro will comply with the terms of Sound Transit's 13(c) Agreement in the provision of ST Express Bus Service. If compliance requires King County Metro to incur additional costs above its own 13(c) compliance obligations, Sound Transit will reimburse King County Metro the actual and reasonable additional costs that are not already included in the rates paid under this Agreement.

15.4 Survival

The provisions of this Section 15 will survive any expiration or termination of this Agreement.

16.0 EXCUSE FROM PERFORMANCE

The Parties will be temporarily excused from performing all or part of its respective obligations under this Agreement if it is prevented from performing by reason of fire, flood, earthquake, storm, natural disasters, strikes, lockouts, labor disputes, explosion, war, insurrection, terrorism, riots, acts of any government other than itself (excluding judicial action) or any other similar cause that is beyond the control of and not the fault of the Party claiming excuse from performance. However, the Party claiming excuse from performance must, within 24 hours, or as soon as reasonably possible, present to the other Party written notice of the facts constituting such cause and claiming excuse from performance under this section, its proposal for partial performance if possible, and when it thinks it will be possible to start full performance. If a Party's performance is found to be excusable under this Agreement, then the other Party will waive its damage claims against the excused Party caused by the excused non-performance.. If King County Metro is excused from performing its obligations under this Agreement in accordance with this section, Sound Transit may perform all such obligations itself with other personnel without liability to King County Metro. Further, in the event King County Metro is excused from performing its obligations in accordance with this section for a period of 30 days or longer, Sound Transit will have the option to immediately terminate the Agreement by giving King County Metro written notice. Termination of the Agreement under this section will be considered termination for convenience.

17.0 TERMINATION OF AGREEMENT

17.1 Termination for Default

Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the other Party, provided that if practicable, the Party terminating the Agreement will give:

- a. Written notice of intent to terminate at least 30 days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement.
- b. An opportunity for the other Party to cure the default within the 30 days of notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions.

If the defaulting Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the notice of termination or any extension to the notice period, granted by the Party not at fault, the Agreement will be deemed terminated.

17.2 Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, in writing, for its convenience provided that the other Party will be given:

- a. Written notice of intent to terminate no less than 12 months prior to a major service change; and
- b. Opportunity for consultation with the Party initiating the termination prior to the termination date.

17.3 Activities upon Termination

Upon termination of this Agreement by expiration of the term or as provided in this section, the Parties will cooperate to develop a coordinated plan for terminating the services rendered up until the time of termination, determine reasonable contract close-out costs and developing a Downtown Seattle Transit Tunnel (DSTT) operations plan. Close-out costs include, but are not limited to, costs related to staffing reductions, records/data adjustments and transfer, equipment/parts transfer, and tunnel service adjustments. The County will account and dispose of the buses and equipment provided by Sound Transit in the manner Sound Transit directs. Sound Transit will compensate the County for all associated close-out costs, except as noted below. In the event of termination by default or breach, Sound Transit will compensate King County Metro only for the services satisfactorily rendered to the date of termination at the rates and amounts provided in this Agreement, with no payment for contract close-out costs as otherwise provided in this section.

17.4 Survival of Provisions

The provisions of this Section 17 will survive and remain applicable to each Party notwithstanding any termination or expiration of this Agreement.

18.0 LEGAL COMPLIANCE

18.1 Personnel

King County Metro and all subcontractors will comply with all applicable state and federal laws, regulations, rules, and procedures with respect to employer's liability, worker's compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees.

18.2 Rights and Remedies

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

18.3 Relationship of Parties

18.3.1 Personnel

No agent, employee, subcontractor, or servant of King County Metro will be deemed to be an employee, agent, or servant of Sound Transit. Except as expressly provided in this Agreement, the manner and means of conducting the ST Express Bus Service are under the sole control of King County Metro, and King County Metro will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement. King County Metro will direct the performance of all its personnel, agents, employees, and subcontractors.

18.3.2 Independence of Parties

This Agreement is solely for the benefit of the Parties and gives no right to any third party. No joint venture or partnership is formed as a result of this Agreement. The employees, agents, or subcontractors of one Party are not deemed, or represent themselves to be, employees of the other Party.

18.4 Non-Exclusivity of Agreement

Sound Transit may enter into agreements with other entities to provide ST Express Bus Service within King County Metro's service area.

18.5 Parties in Interest

Nothing in the Agreement is intended to:

- Confer any rights or remedies on any person other than the Parties;
- Relieve or discharge the obligation or liability of any third-party to either Party; or
- Give any third-parties any right of subrogation or action against either Party.

18.6 Assignment

Neither Party will assign, transfer, or otherwise substitute its obligations under this Agreement without the prior written consent of the other Party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

18.7 Binding on Successors

All of the terms, provisions and conditions of the Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.

18.8 Waiver of Default

A waiver of any default will not be construed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be construed to be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of this Agreement unless agreed to in writing.

18.9 Entire Agreement

This Agreement, including attachments and exhibits, constitutes the entire agreement between the Parties with regard to ST Express Bus Service, except as otherwise expressly provided in this Agreement.

18.10 Amendments and Modifications

Modifications or amendments of this Agreement are only valid if they are in writing and signed by authorized representatives of the Parties.

Compensation for additional work not provided for under this Agreement must be agreed upon in writing. The agreed upon terms of any additional work including, but not limited to, scope and compensation, will be in the form of Task Order (described in Section 12.4 and **Exhibit O: ST Express Bus Operations Task Order**), an addendum or modification to this Agreement.

Amendments to the policies outlined in this Agreement are subject to the approval of the Sound Transit Board of Directors and the King County Council. Amendments and revisions to exhibits may be authorized by Sound Transit's Executive Director of Operations or designee and by King County Metro's General Manager.

18.11 Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement will not be affected if the remainder will continue to serve the purposes and objectives originally contemplated by the Parties.

18.12 Calculation of Time

Unless specifically provided otherwise, references to time periods of five (5) or less days will be considered business days and time periods of greater than five days will be considered calendar days.

18.13 Other Agreements

This Agreement applies to ST Express Bus Service performed as of the date of this Agreement and will supersede the 2010-2014 Regional Express Bus Service Operations and Maintenance Agreement. However, the terms of the 2010-2014 agreement will remain in effect with regard to any remaining obligations under that agreement, until said obligations have been satisfied.

19.0 NOTICE

Any notice required, permitted or implied under this Agreement including change of address, may be personally served on the other Party by the Party giving notice or may be served by certified mail, return receipt required, to the following address:

General Manager
King County Metro
201 South Jackson Street
Seattle, WA 98104-3826

Executive Director of Operations
Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

20.0 EXHIBITS

Exhibits A through O attached and referred in this Agreement are incorporated into this Agreement by reference.

21.0 EFFECTIVE DATE AND TERM

21.1 Effective Date

This Agreement takes effect upon execution by the Parties.

21.2 Term

The first year of this Agreement will end on December 31, 2015; all subsequent years of this Agreement will begin on January 1 and end December 31. This Agreement will expire on December 31, 2017, with an option to extend for two additional one-year periods.

22.0 EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, each of which is regarded for all purposes as one original.

The Parties have executed this Agreement as of the date set forth below their signatures.

KING COUNTY DEPARTMENT
OF TRANSPORTATION

("King County Metro")

CENTRAL PUGET SOUND
REGIONAL TRANSIT
AUTHORITY

("Sound Transit")

Kevin Desmond
General Manager

Joan M. Earl
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

King County Prosecuting Attorney

Sound Transit Legal Counsel

Date: _____

Date: _____

EXHIBITS

EXHIBITS

EXHIBIT A:	DEFINITIONS
EXHIBIT B:	ADA COMPLAINT SUMMARY
EXHIBIT C:	DESIGNATED REPRESENTATIVES
EXHIBIT D:	PERFORMANCE STANDARDS
EXHIBIT E:	NATIONAL TRANSIT DATABASE REPORTS
EXHIBIT E1:	Route Statistics
EXHIBIT E2:	Safety
EXHIBIT E3:	Security
EXHIBIT E4:	Customer Service Comments
EXHIBIT F:	MANAGEMENT REPORTS
EXHIBIT F1:	Reports and Documents
EXHIBIT F2:	Preventable Accident Rate by Route
EXHIBIT F3:	Accident Detail
EXHIBIT F4:	On-Time Performance
EXHIBIT F5:	Vehicle Maintenance
EXHIBIT F6:	Warranty Report
EXHIBIT F7:	Exclusion Activity
EXHIBIT F8:	Overloads
EXHIBIT F9:	Trip Ridership
EXHIBIT F10:	Miles and Fuel
EXHIBIT F11:	Cross-Use of Fleet
EXHIBIT G:	COMPENSATION
EXHIBIT G1:	Rate Setting
EXHIBIT G2:	Monthly Invoice Summary
EXHIBIT G3:	Financial Data Submissions
EXHIBIT G4:	Extra Service Hours
EXHIBIT H:	BUS CLEANING MATRIX
EXHIBIT I:	FTA PROVISIONS
EXHIBIT J:	ST EXPRESS POLICIES AND PROCEDURES
EXHIBIT K:	MULTIPLE-AGENCY SIGNAGE RESPONSIBILITIES
EXHIBIT L:	GOOD NEIGHBOR POLICY
EXHIBIT M:	INSURANCE AND RISK MANAGEMENT PROGRAM
EXHIBIT N:	ST ENVIRONMENTAL SUSTAINABILITY INFORMATION
EXHIBIT N1:	Environmental and Sustainability Management System
EXHIBIT N2:	Sustainability Initiative
EXHIBIT O:	ST EXPRESS BUS OPERATIONS TASK ORDER

Exhibit A: Definitions

ADA: Americans with Disabilities Act

ADA Complaint: An ADA complaint is any complaint that challenges Sound Transit's compliance with the ADA or FTA's regulations regarding ADA.

Baseline Cost: Baseline costs are ordinary cost associated with maintenance and operation of a public transit bus in planned level of service identified in the Service Implementation Plan. Any services that require separate cost submittals and/or are addressed in separate agreements between Sound Transit and the operating partner shall be excluded from the Baseline Cost for ST Express Bus Service.

Bus Cleanliness: Bus Cleanliness is approximated by tracking the number of detailed interior cleanings and the number of daily exterior bus washes. The interior cleaning measure is calculated by identifying the number of buses whose interior was detailed and dividing by the number of buses whose interior was due to be detailed during a month multiplying by 100. The exterior bus wash measure is calculated by identifying the number of bus washes actually accomplished per day and dividing by the total due over the course of a month. The number due is affected by days when freezing or near freezing temperatures, water shortages, power outages or bus wash breakdowns can prevent bus washes from happening. (See **Exhibit H Bus Cleaning.**)

Bus Stop: A bus stop is a designated space for loading and/or unloading bus passengers.

Catastrophic Event: A catastrophic event is one which is unforeseen, serious enough to affect a large percent of Sound Transit's service area or number of routes and lasting more than a couple of days. Catastrophic events generally require more extensive planning and efforts including operating plans, budgets, start-up plans and shutdown plans to handle the situation. Examples of catastrophic events are floods that shut down an operating base, a major earthquake or a large-scale terrorist attack.

Central Link: Sound Transit's Central Link Light Rail Service.

Commuter Rail: Sound Transit's Sounder Commuter Rail Service.

Cost Pools: The organization structure used by King County to accumulate costs from various cost centers and projects into like units. A cost pool is shared among King County fleet types using an allocation rule.

Customer Service: Customer Service is a performance measure that approximate customer satisfaction based on number of complaints. This measure is shown by identifying the number of customer complaints and setting this number in ratio to the number of boardings divided by 100,000. This measure excludes complaints relating to Sound Transit fares, policies and procedures, compliments or suggestions for service changes.

Deadhead: Travel between a base and the beginning or end of a route, or between the ends of one route to the start of another route (vehicle is not in passenger service).

Estimated Timepoint (See Timepoint): An estimated timepoint is notated timepoint in which the scheduled time may likely be inaccurate due to widely varying circumstances. Estimated timepoints occur only on the downstream end of a route and quite often are at the end of a major freeway segment.

Extra Service: Bus trip(s) added to a regular route to address overloads, connections or other customer needs.

Fixed-Route Service: Bus service following a consistent path, generally using the same streets, highways, and other roadways on all scheduled trips as identified in Sound Transit's "Ride the Wave Transit Guide" (or its successor).

Generally Accepted Accounting Principles (GAAP): GAAP is a set of uniform accounting rules for recording and reporting financial data to represent accurately financial results. The Financial Accounting Standards Board and the Government Accounting Standards Board endorse these standards through a combination of authoritative pronouncements created by the policy boards thus providing accepted ways of doing accounting in the United States of America.

Generally Accepted Auditing Standards (GAAS): GAAS is a set of guidelines used by auditors when conducting financial audits on an organization. These standards have created a systematic guideline for auditors to follow, ensuring the accuracy, consistency and verifiability of auditors' actions and reports. For governments, these standards also include Government Auditing Standards (the "Yellow Book") or Generally Accepted Government Auditing Standards (GAGAS).

High Priority Emergencies: See **Exhibit J: ST Express Policies and Procedures**.

Layover/Recovery Time: Out-of-service time allotted a vehicle prior to or between trips for maintaining on-schedule operations; vehicle is not in active passenger service, although passengers may be on-board.

Low Priority Incidents: See **Exhibit J: ST Express Policies and Procedures**.

Maintenance Personnel: Maintenance personnel are individuals employed to perform maintenance and repair of buses.

Major Mechanical System Failure: Major mechanical failure is a road failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns (NTD Definition).

Management Information System: This system (**US DOT Drug and Alcohol Testing MIS**) describes obtaining and recording drug and alcohol usage information per federal government regulations.

Marginal Cost: The variable cost of providing an additional hour of service. Direct costs does not include overhead.

Midday Bus Storage: Midday storage of buses near the major destination served by a route or group of routes allows reducing or eliminating the need to deadhead buses to and from the operating base.

On-Time Performance: On-time performance is the percentage of timepoints served on-time. This is calculated by identifying the number of published timepoints served up to one minute early or more than 5 minutes late (on-time) excluding stops identified as “estimated time points”. (See **Exhibit F4 On-Time Performance** for calculation.)

Other Mechanical System Failure: Other mechanical failure is a road failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. (NTD Definition)

Park-and-Ride Lots: A park and ride lot serves as a transfer center between transportation modes and provides parking for commuters.

Passenger Shelter: A covered waiting area at a transit stop or station, often with benches, that provides protection to riders from inclement weather.

Platform Hours: Platform hours is the time during which an operator operates a vehicle in revenue service, is deadheading or while in recovery.

Preventable Bus Accidents: Preventable bus accidents include any impact between a Sound Transit vehicle and any moving or stationary vehicle, object or person; the current FTA definition will apply. This measure is calculated by identifying the sum of all preventable accidents for the month, multiplying by 100,000 hubodometer (or odometer) miles and dividing by the number of miles operated during the month.

Preventive Maintenance: The Preventive Maintenance measure approximates ensuring the appropriate level of care in maintaining the useful life of the bus. This measure is calculated by identifying the preventive maintenance inspections required during the month and determining whether the inspection was performed within the interval. The number of preventive maintenance inspections performed within the mileage interval is divided by the total number of preventive maintenance inspections and multiplied by 100.

Purchased Transportation: Purchased Transportation is service provided to a public transit agency or governmental unit from a private transportation provider based on a written contract.

Revenue Service (Miles, Hours, and Trips): Revenue service is when a vehicle is available to the general public and an expectation of carrying passengers exists. These passengers directly pay fares, have their fares subsidized by public policy, or provide payment through some contractual arrangement. Vehicles operated in fare free service are in revenue service. Revenue service includes layover / recovery time. Revenue service excludes deadhead, vehicle maintenance testing and miscellaneous operations related to incidental such as training.

Road Failure: Road failure is an incident requiring a bus change, service call, or tow-call.

Route Miles: Mileage traveled by vehicles when available for carrying passengers between end-terminal points.

Security: The Security measure approximates the level of safety passengers may perceive and the appropriate level of effort by the provider to maintain a secure environment for passengers. This measure is calculated by identifying the number of NTD defined security related incidents, dividing by the total boardings during the same period and multiplying by 100.

Service Change: The addition, deletion, or modification of service resulting in the physical realignment of a transit route, or a change in the type or frequency of service provided; may also include schedule or vehicle type changes; may refer to a change in service at the trip, route, or system-wide level as appropriate. May also indicate one of three standardized dates per year when service changes are implemented and new assignments are made to operators.

Service Implementation Plan: Annual service change and service update plan for Regional Express Bus Service approved by the Sound Transit Board.

Service Interruption:

- **Service interruption:** A service interruption occurs when a vehicle, in revenue service, is removed from service for mechanical reasons.
- **Cancelled Trip:** A cancelled trip is one that does not operated in its entirety; no platform miles or hours are incurred. A change of buses in mid-course does not affect whether a trip is labeled “cancelled”.
- **Incomplete Trip:** An incomplete trip is one that begins its route but does not complete the trip; a proportional number of platform miles/hours is incurred. A change of buses in mid-course does not affect whether a trip is labeled “incomplete”.
- **Missed Trip:** Missed Trip is a term not used within the agreement due to the vague, confusing and inconsistent meanings this term accumulates in everyday language.

Service Performance Standards: Benchmarks established by Sound Transit to assess results of bus route implementation.

Special Service: Special Service is service that is foreseen by at least several days and which operates off-route of any publicized service.

Special Training: Technical training provided because of a response to an operational problem/situation or a mechanical change to buses.

ST Express Bus Service: This service consists of bus routes and times approved by the Sound Transit Board in the Regional Express Bus Service Implementation Plan plus extra and special service as authorized in this agreement.

Tacoma Link: Sound Transit’s Tacoma Link Light Rail Service.

Timepoint: Timepoint is a bus stop identified in an internally or externally published schedule.

Transit Center: Transit Centers are locations where groups of buses or other public transportation vehicles congregate, allowing patrons to transfer between routes or services.

Transit centers can vary from major bus stops on public right-of-way to off-street facilities with internal circulation entirely separated from general traffic.

Useful Life: The anticipated life of a capital facility or item as defined by the Federal Transit Administration or by GAAP principles or by agency policy.

Vehicle Availability: Vehicle Availability is a measure of the number of operable vehicles available at peak need. This measure is calculated by identifying the number of ST vehicles available for weekday afternoon peak service, dividing by the PM peak requirement and multiplying by 100.

Exhibit B: ADA Complaint Summary
Month
King County Metro

Date/ Time	Name of Rider Address Phone Number Email Address	Route Number or Facility Name	Description of Complaint	Resolution of Complaint

Exhibit C: Designated Representatives

SOUND TRANSIT

Address: Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

ST Express Bus Operations

Designated Representative:

David Turissini, Bus Operations Manager
Office: (206) 398-5035
Mobile: (206) 856-5292
Duty Officer: (206) 398-5428
Email: dave.turissini@soundtransit.org

KING COUNTY METRO

Address: King County Metro Transit
201 S. Jackson St.
Seattle, WA 98104-3856

ST Express Bus Service

Designated Representative:

Karen Rosenzweig, Transportation Planner IV
Office: (206) 477-5777
Email: karen.rosenzweig@kingcounty.gov
Mailstop: KSC-TR-0426

24 Hour Emergency/Sounder Commuter Rail and Link Light Rail Back up

Designated Representative:

Jeff Wamsley, Superintendent, Transit Control Center
Office: (206) 477-1802 (Don't leave message. If no answer, call Control Center below.)
Cell: (206) 571-1921
Email: jeff.wamsley@kingcounty.gov
Mailstop: TCC-TR-0100

Control Center: (206) 684-1111

Exhibit D: Performance Standards

Agency: King County Metro		Reporting Period:		
Performance Area	Description See Exhibit A Definitions for more information	Standards	Monthly Report	Year-to-Date
On-time Performance	Percent of scheduled timepoints completed up to one minute early and less than five minutes late. (Calculated in Exhibit F4: On-Time Performance)	≥85%		
Cancelled Trips	Whole bus trips not operated as percent of total trips regardless of reason	≤ 0.1%		
Incomplete Trips	Trips that start at beginning terminal but did not reach the end terminal as a percent of total trips regardless of reason	≤ 0.1%		
Interior Detail	Completed interior bus detailing within 10% of target (Exhibit H: Bus Cleaning)	≥90%		
Exterior Clean	Completed exterior bus wash, % of time. (Exhibit H: Bus Cleaning)	≥95%		
Bus Accidents	Number of preventable accidents per 100,000 hubodometer miles (total miles)	≤0.8		
Preventive Maintenance	Percent of preventive maintenance inspections performed within the required interval	≥90%		
Customer Service	Ratio of customer complaints per total boardings	15/100,000		
Security	Percent of NTD defined security related incidents per total boardings	<0.01%		
Vehicles Available	Percent of P.M. peak vehicles available averaged for month	≥90%		

Exhibit E1: Route Statistics Month

King County Metro

Actuals	Boardings			Platform Hrs Operated			Platform Miles Operated			Trips Made			Revenue Hrs Operated			Revenue Miles Operated		
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday
522																		
540																		
542																		
545																		
550																		
554																		
555																		
556																		
Totals			-			-			-			-			-			-

Planned	Days Operated			Platform Hrs Scheduled			Platform Miles Scheduled			Trips Schedule			Revenue Hrs Scheduled			Revenue Miles Scheduled		
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday
522																		
540																		
542																		
545																		
550																		
554																		
555																		
556																		
Totals			-			-			-			-			-			-

Exhibit E2: Safety

For each route affected, complete one spreadsheet		Month		Route		Agency				
Item Code	Item	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespassers	Others	Total Injuries	Total Incidents	Amount of Property Damage
01	Collisions with vehicles	0	0	0	0	0	0	0	0	\$0.00
01a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
02	Collisions with objects	0	0	0	0	0	0	0	0	\$0.00
02a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03	Collisions with persons	0	0	0	0	0	0	0	0	\$0.00
03a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03b	(attempted/successful suicides)	0	0	0	0	0	0	0	0	\$0.00
04	Derailments/buses going off road	0	0	0	0	0	0	0	0	\$0.00
05	Personal Casualties: Parking facility	0	0	0	0	0	0	0	0	\$0.00
06	Personal Casualties: Inside vehicle	0	0	0	0	0	0	0	0	\$0.00
07	Personal Casualties: On right-of-way	0	0	0	0	0	0	0	0	\$0.00
08	Personal Casualties: Boarding & alighting vehicle	0	0	0	0	0	0	0	0	\$0.00
08a	(associated with lifts)	0	0	0	0	0	0	0	0	\$0.00
09	In stations/bus stops	0	0	0	0	0	0	0	0	\$0.00
09a	(associated with escalators)	0	0	0	0	0	0	0	0	\$0.00
09b	(associated with elevators)	0	0	0	0	0	0	0	0	\$0.00
10	Non-Arson Fires: In vehicles	0	0	0	0	0	0	0	0	\$0.00
11	Non-Arson Fires: In stations	0	0	0	0	0	0	0	0	\$0.00
12	Right-of-way and others	0	0	0	0	0	0	0	0	\$0.00

Exhibit E3: Security

Complete one spreadsheet each month. Report Offenses	Month		Route		Agency	
	Incidents In Vehicle	In Revenue Facility	In Non-Revenue Facility	On right of way	Total Incidents	Amount Property Damage
Forcible Rape						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Robbery						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Aggravated Assaults						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Burglary	0	0	0	0	0	\$0
Larceny/Theft Offenses						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Motor Vehicle Theft						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Arson	0	0	0	0	0	\$0
Part II						
Fare Evasion (citations)	0	0	0	0	0	\$0
Other Assaults (arrests)	0	0	0	0	0	\$0
Trespassing (arrests)	0	0	0	0	0	\$0
Vandalism (arrests)	0	0	0	0	0	\$0
Other Security Issues						
Bomb Threats	0	0	0	0	0	\$0
Bombing	0	0	0	0	0	\$0
Chemical/Biological/Nuclear Release	0	0	0	0	0	\$0
Cyber Incident	0	0	0	0	0	\$0
Hijacking	0	0	0	0	0	\$0
Non-Violent Civil Disturbances	0	0	0	0	0	\$0
Sabotage	0	0	0	0	0	\$0
Total Property Damage					0	\$0

Exhibit E4: Customer Service Comments

Comment #	Comment Date	Route	Issue Type	Incident Date	Caller Comments

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)
 Section 6.5.2 Other Reports

Report Name	Report Contents	Exhibit No	FREQUENCY	SENT TO
Environmental Policy Statement	KCM agrees to reasonable efforts to comply with ST's environmental programs	3.5	Once	David Turissini
Drug and alcohol certification compliance		2.0 Exhibit I	Annually	David Turissini
Drug and alcohol testing policy		2.0 Exhibit I	Annually	David Turissini
NTD Financial Data Report		2.1.2	Annually	David Turissini or Tiffany Kauth
Modal Operating Expenses	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
Operating Expense Reconciliation	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
AR Listing by Service Type	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
FTEs and Hours - RIO	Based on trial balance - Mar 31	2.1.2	Annually, 3/31	Tiffany Kauth
System Security and Emergency Preparedness Plan		2.3.1	Annually	David Turissini or Ken Cummins
System Safety Program Plan (SSPP)		2.4	Annually	David Turissini or Dana Stahl
Recruitment Program	Operator/technician/supervisor recruitment information/program	6.1.1	Annually	David Turissini
Operators/First Line Supervisors Training Plan/Information				
Medical certification Requirements	Operator medical certification requirement information	6.1.3	Annually	David Turissini
Operator's Manual	Operator Manual and all correspondence to operators regarding policy	9.1	Annually	David Turissini
CAM	Spreadsheet of Division summary	12.1.4c, Exhibit G4		
Cost Assumptions	written narrative supporting CAM	12.1.4c	Annually	David Huffaker
Cost Submittal Letter	Estimate costs for baseline, special and extra; letters drafted by ST and countersigned by KCM.	12.1.3	Annually	David Huffaker
Employee performance management program	Includes ADA audits	6.3	Annually	David Turissini
Maintenance Plan	PM cycles	8.3	Annually	David Turissini
Maintenance Audit Responses	Reponse to audit letter	5.2.2, 8.8	Quarterly	David Turissini, Tim Wagner
Schedules, Headways and Blocking Reports		7.2.6	Service Change	Service Planning
Changes to Facilities/Signage		7.2.6	120 days before service change	Service Planning and Facilities
Monthly Report:		6.5.1		
ADA Complaint Summary		2.2.1 Exhibit B2	Monthly	David Turissini
Performance Standards		6.4 Exhibit D	Monthly	David Turissini
Route Level Statistics		6.4 Exhibit E1	Monthly	David Turissini
Safety		2.4.1 Exhibit E2	Monthly	David Turissini
Security Incidents		2.3.2 Exhibit E3	Monthly	David Turissini
Customer Service Comments	Detail complaint, action taken, dates occurring	10.2.1 Exhibit E4	Monthly	David Turissini
Preventable Accident Rate by Route		9.3.c Exhibit F2	Monthly	David Turissini
Accident Detail		9.3.c Exhibit F3	Monthly	David Turissini
On-Time Performance	Percent of bus trips within 0 minutes early to five minutes late	6.4 Exhibit D	Monthly	David Turissini
Vehicle Maintenance Report	Fluids, mechanical failures by miles, PM and major repairs	8.3, 8.5.1, 9.2.2 Exhibit F5	Monthly	David Turissini
Vehicle Warranty Claims	Claims in month and claims remaining from previous months	8.9 Exhibit F6	Monthly	Tim Wagner
Exclusion Activity	Persons banned from service	2.3.2 Exhibit F7	Monthly	David Turissini
Overloads	Routes and runs which experience an overload of passengers	6.5.1	Monthly	David Turissini
Trip Ridership	Trip Data	6.5.1	Monthly	David Turissini
Miles and Fuel	Energy Consumption and mileage	Fleetwatch	Monthly	Tim Wagner
Cross-Use of Fleet	Use of KCM buses for ST service	6.5.1 Exhibit G2	Monthly	David Turissini
Monthly Invoices	Invoice and backup data	12.6.1 Exhibit G2	Monthly	Accounts Payable
Special and Extra Trips	additional trips ridership, miles and hours	9.4.1, 12.6.1	Monthly	David Turissini
Weekly Report		6.5.2	Weekly	David Turissini

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)
 Section 6.5.2 Other Reports

Report Name	Report Contents	Exhibit No	FREQUENCY	SENT TO
ST Weekly Assignment	Fleet Availability by Day and Total by Week	6.5.2	Weekly	David Turissini
Daily Report		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Accidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Base Delays		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Security Incidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Service Disruptions		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
ADA Complaint Initial Report	ADA Complaint	2.2.1	Event Basis	David Turissini and Michael Miller
ADA Complaint Resolution	ADA Complaint and how resolved	2.2.1	Event Basis	David Turissini and Michael Miller
Final Report (Safety Event)	Final resolution or outcome	2.4, 9.2.4	Event Basis	David Turissini
Accident Estimates	Accident Estimates	8.3.2	Event Basis	Tim Wagner
Task Order cost estimates	Task Order cost estimates	8.3.3	Event Basis	David Turissini
Decommission Fleet Report	Decommission Fleet Report	8.3.3	Event Basis	Tim Wagner
Accident Reports	Accident Reports	9.2.4	Event basis	David Turissini
Service and facility changes	Service and facility changes	10.2.3 11.0 Exhibit K	Event basis	Customer Service
Initial Event Report (High Priority)	Event details	9.2.4, Exhibit J	Event basis	David Turissini
Final Event Report (High Priority)	Resolution, outcome	9.2.4, Exhibit J	Event basis	David Turissini
Lost and Found Request	Lost and Found Request	10.2.2 Exhibit J	Event Basis	Customer Service
Emergency Costs	Initial description, proposed timeline and estimated cost	12.3	Event Basis	David Turissini
Fleet Equipment Documentation	Fleet Equipment Documentation	8.8	Ad hoc	Tim Wagner
Copies of Fuel Invoices	Fuel price documentation	12.1.1	Ad hoc	David Turissini
Vehicle Purchase Support	OBTS part numbers, etc.	8.3.3	Ad hoc	Tim Wagner

Exhibit F2: Preventable Accident Rate by Route

Preventable Accident Rate per 100,000 Hubodometer/Odometer Miles		
Agency: King County Metro		Month:
Miles	Preventable Accident Rate (Month)	YTD Accident Rate
Route	Preventable Accidents Current Month	Preventable Accidents YTD
522		
540		
542		
545		
550		
554		
555		
556		
Other		
Totals	0	0

Note: This table will comply with FTA's NTD reporting requirements.

Exhibit F4: On-Time Performance

King County Metro

Month:

Route	Total Timepoints	Estimated Timepoints	Remaining Timepoints	Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Weekday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
540							
542							
545							
550							
554							
555							
556							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Saturday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Sunday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Total Weekday	-
Number of Weekdays	
Total of this Calculation A	0.00
Total Saturday	-
Number of Saturday	
Total of this Calculation B	0.00
Total Sunday	-
Number of Sunday	
Total of this Calculation C	0.00
Total of all calculations	0.00
Total Number of Days	0
Overall System On-Time Performance (Insert in Exhibit D)	#DIV/0!

Note: "Timepoints" for this table is the total number of timepoints measured which at maximum would be the number of timepoints on a route multiplied by the number of trips passing by that point during the month.

Exhibit F5: Vehicle Maintenance

Preventive Maintenance	
Not all listed PM items are monthly items	

Measure	# Completed
PM	
LOF (B-SCHD)	
ATF (C-D-E-F SCHD)	
LIFT PM	
TUNE-UP	
HOF (hydraulic) (F-SCHD)	
DIF (differential) (F-SCHD)	
CLI	
ANNUNCIATORS	
CAMERAS	
APC	
AC PM	
COOLING SVC	
AMREX (GASF)	
OTHER (RAD/BATT)	
ARTIC JOINT PM	
WARRANTY	
SMART	
TOTAL	0

Measure	# Completed
% Non-maintenance hours of total maint.	
% of PM Hours	
% of other repair hours	
% of open work orders due to parts shortage	
Avg. parts inventory turn over ratio	

Mileage Accrual and Petroleum Produce Report					
Month:			Base: East Base		
Fleet Type	Fleet Quantity	Monthly Mileage	Fuel Use Gal.	Engine Oil Total-Qts	Coolant Total- Qts
40-ft Buses (diesel)		a			
40-ft Buses (hybrid)		b			
60-ft Buses (diesel)		c			
60-ft Buses (hybrid)		d			
TOTALS	0	k	0	0	0

Road Failures Year Summary			
Month	Major Mechanical	Other Mechanical	Total
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	m	n	p

ALL Road Failures					
Component	40-ft Buses (diesel)	40-ft Buses (hybrid)	60-ft Buses (diesel)	60-ft Buses (hybrid)	Total
Engine					
Drive train					
Brakes					
Pneumatics					
Cab & Chassis					
Steering					
Fuel					
Tires					
Electrical					
Other Safety Issues					
Subtotal Major Mechanical Issues		0	0	0	m
Fare box					
Radio					
Climate Control					
W/C Lift					
Annunciators					
Dirty Bus					
Body					
Other Mechanical Issues					
Subtotal Other Mechanical Issues		0	0	0	n
Total Mechanical Failures		0	0	0	#VALUE!
Accidents					
Other Issues (non-Mechanical)					
Total Failures		0	0	0	p
Monthly Fleet Mileage	a	b	c	d	k
Miles between Road Failures	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

Required for NTD

Replacements	# Completed
Engine	
Transmissions	

Note: Use NTD definition (See Exhibit A Definitions for "Major Mechanical Issues" and "Other Mechanical Issues".

Exhibit F7: Exclusion Activity

King County Metro

Month:

Last Name	First Name	Date of Birth	Date of Trespass	Trespass Expiration	Transpassed by

Exhibit F8: Overloads

King County Metro Transit

Month:

Year:

Route	Run	Blk Rte	Date/Time	Location	Direction

Exhibit F9: Trip Ridership

King County Metro Transit

Month:

Year:

Route	In/Out	Key Trip	Day	Obs	AvgOns	AvgOffs	AvgMaxLoad	Start Time	End Time	Start TimePoint	End TimePoint

Exhibit F10: Miles and Fuels

King County Metro Transit

Month:

Year:

Unit	Status	Fleet	Base	Period	Miles	Diesels	MPG

Exhibit F11: Cross-Use of Fleet
King County Metro Transit

KCM Bus on ST Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

ST Bus on KCM Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

Exhibit G1: Rate Setting

Baseline	Expenses by Function				
Year: Expense Objects	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General	Total
Labor:					
Operator Wages & Salaries	0	0	0	0	0
Other Wages & Salaries	0	0	0	0	0
Total Labor	0	0	0	0	0
Fringe Benefits	0	0	0	0	0
Services	0	0	0	0	0
Materials & Supplies:					
Fuel & Lubricants (3)	0	0	0	0	0
Tires & Tubes	0	0	0	0	0
Repair Parts	0	0	0	0	0
Other	0	0	0	0	0
Total Materials & Supplies	0	0	0	0	0
Utilities	0	0	0	0	0
Casualty & Liability	0	0	0	0	0
Taxes	0	0	0	0	0
Purchased Transportation	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Expense Transfers (1)	0	0	0	0	0
Total	0	0	0	0	0

Other Items:		
Leases & Rentals		
Depreciation (5)		
Estimated Reduction (6)		
Transfers		
Total Other Items		\$ -

Total All Items \$ -

Total Planned Platform Hours

Total Cost per Platform Hour \$

Marginal Rates:	Cost per Platform Hour
Articulated Bus (60')	\$ -
Standard Bus (40')	\$ -
Small Bus or Van	\$ -
Operator Only	\$ -

King County Metro Assumptions

Exhibit G2: Monthly Invoice Summary

Month:
PO xxxxxx OS

A. **Baseline Cost**

Annual Cost:	\$	-	divided by	12	=	\$
--------------	----	---	------------	----	---	----

B. **Extra Service Cost (Backup data attached)** (Invoiced Quarterly)

Platform Hours	#	Rate	\$	=	\$
----------------	---	------	----	---	----

C. **Task Orders (Backup data attached)** (Invoiced as needed)

Task Order		Amount
#	Op - Retrofits	\$
	Op - Major Component	\$
	Op - Decommission	\$
Subtotal		\$

Total Invoice **\$**

On Separate Invoice

PO XXXXXX OB

1. **Special Service Cost (Backup data attached)** (Invoiced Quarterly)

Purpose	Total Hours	Rate	Extended
Sunder Backup	#	\$ -	\$
Other	#	\$ -	\$
Total			\$

Note:

Task Orders for Capital Projects will have a separate Purchase Order and must be billed separately.

Exhibit G3: Financial Data Submissions

Year	Item and Due Dates
2015	<p>02/28/15: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/15: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/15: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/15: Periodic financial and operational review</p> <p>10/31/15: Update Baseline Cost for next year</p> <p>11/10/15: Sound Transit comments due</p> <p>12/15/15: Parties finalize 2016 Baseline Cost</p>
2016	<p>02/28/16: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/16: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/16: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/16: Periodic financial and operational review</p> <p>10/31/16: Update Baseline Cost for next year</p> <p>11/10/16: Sound Transit comments due</p> <p>12/15/16: Parties finalize 2017 Baseline Cost</p>
2017	<p>02/28/17: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/17: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/17: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/17: Periodic financial and operational review</p> <p>10/31/17: Update Baseline Cost for next year</p> <p>11/10/17: Sound Transit comments due</p> <p>12/15/17: Parties finalize 2018 Baseline Cost</p>
	Option Years
2018	<p>02/28/18: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/18: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/18: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/18: Periodic financial and operational review</p> <p>10/31/18: Update Baseline Cost for next year</p>

	<p>11/10/18: Sound Transit comments due</p> <p>12/15/18: Parties finalize 2019 Baseline Cost</p>
2019	<p>02/28/19: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/19: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/19: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/19: Periodic financial and operational review</p>
2020	<p>02/28/20: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/20: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/20: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p>

Exhibit G4: Extra Service Hours

King County Metro Transit

Date	Route	Trips	Passengers	Platform hours	Mileage

Exhibit H: Bus Cleaning Matrix

Task items	Frequency	Description
General interior cleaning	Each service day	<ul style="list-style-type: none"> • Sweep or blow out inside – no garbage or dirt visible • Spills (coffee stains, etc.) mopped from floor and spot cleaned from the seats • Noticeably dirty windows cleaned • Offensive graffiti cleaned prior to next service day
Exterior bus wash*	2 times/week	Buses washed (bus wash) twice per week
Wheel washing*	2 times/week	Thorough washing - all wheels
Interior detail	Every six weeks	<ul style="list-style-type: none"> • To be cleaned: <ul style="list-style-type: none"> ▪ All windows ▪ mirrors ▪ Ceiling ▪ Driver's area – dashes, gauges, floor ▪ Modesty shield ▪ Flooring under control pedals • Floor – remove all gum, sweep, and mop • Side panel – wipe down and clean paying special attention to crevices • Seats: <ul style="list-style-type: none"> ▪ Vacuum ▪ Marks and gum removed – spot-cleaned as needed ▪ Headrest covers should be replaced if torn, cut or missing ▪ Reclining mechanisms checked and written-up if broken • Stair wells – sweep and mop • Parcel racks and stanchions: <ul style="list-style-type: none"> ▪ Garbage removed ▪ Wipe down inside and outside ▪ Reading and dome lights cleaned
Additional Cleaning	Semi-annual or more often as needed	<ul style="list-style-type: none"> • All seats should be inspected, steamcleaned and fabric replaced (if needed) • As identified through inspection, other specific and intensive cleaning may be required

**Except during freezing temperature (32 degrees Fahrenheit and below), water shortages, power outages, and major bus wash breakdowns. To conserve water resources, exterior bus washing will be reduced to three days per week during summer months (July – September).*

Exhibit I

**Federal Transit Administration (FTA) Provisions
(State of Good Repair)**

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Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

1.0 Definitions

1.1 “Contractor” means King County.

2.0 Master Agreement

This agreement is partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between Sound Transit and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms are deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any Sound Transit requests that would cause the Sound Transit to be in violation of the FTA terms and conditions.

2.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor will accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

2.2 Federal Changes

The Contractor will comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to comply shall constitute a material breach of this Contract.

2.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and will not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this

agreement) pertaining to any matter resulting from this Contract. The Contractor will include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. This clause may not be modified, except to identify the Subcontractor who is subject to its provisions.

3.0 Civil Rights

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

3.1 Nondiscrimination in Federal Public Transportation Programs

The Contractor will comply, and ensure compliance of each sub-contractor at any tier under the project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity.

3.2 Nondiscrimination on the Basis of Disability

The Contractor will comply, and ensures the compliance of each sub-contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- a) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), prohibits discrimination on the basis of disability.
- b) The ADA, as amended (42 U.S.C. 12101 et seq.), prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.
- c) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities (including private entities “standing in the shoes” of a public entity as a subrecipient or under a contract or other arrangement) providing fixed-route service to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.
- d) Providers of fixed route service must generally utilize accessible vehicles. Private entities may utilize non-accessible vehicles if they can provide equivalent service in terms of schedules and headways, in addition to the equivalent service requirements described above for demand responsive

service. Public entities must also provide complementary paratransit service to fixed route service as defined in 49 CFR 37.121.

- e) Providers of demand responsive service must utilize accessible vehicles, as defined at 49 CFR 37.7, or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent in regards to schedules, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions based on trip purpose.
- f) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

3.3 **Nondiscrimination—Title VI**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- a) **Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b) **U.S. Department of Transportation (DOT) regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21**
- c) **FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR part 21), DOT’s Order 5610.2 on Environmental Justice (62 FR 18377, April 15, 1997), and DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005).
- d) **U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005)** - this Executive Order 13166 guidance clarifies the responsibilities of recipients of federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

- e) **FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Order 5610.2, Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice. The DOT order describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.
- f) **U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations - DOT Order 5610.2** describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities;

3.4 **Equal Employment Opportunity**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e *et seq.*), and with 49 U.S.C. 5332 and any implementing regulations DOT may issue.

- a) **Nondiscrimination on the Basis of Sex** - the Contractor will comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et seq.*), with DOT implementing regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance” (49 CFR part 25).
- b) **Nondiscrimination on the Basis of Age** - the Contractor will comply with all applicable requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), and Department of Health and Human Services’ (DHHS) implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR part 90), which prohibit discrimination against individuals on the basis of age. In addition, the Contractor agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA) (29 U.S.C. 621 through 634), and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act” (29 CFR part 1625), which prohibit employment discrimination against individuals on the basis of age.

- c) **Disadvantaged Business Enterprise (DBE) Program** - to the extent required by federal law, regulation, or directive, the Contractor will take the following measures to facilitate participation by DBEs:
- (i) The Contractor will comply with MAP-21 Section 1101(b), 23 U.S.C. 101, which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBEs. This 10 percent national goal is aspirational and is used by the U.S. Department of Transportation to help monitor and evaluate DBE participation in DOT-assisted contracting opportunities.
 - (ii) The Contractor will comply with DOT regulation, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26. Among other provisions, this regulation requires certain recipients of DOT federal financial assistance, namely state and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts.
 - (iii) The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT, or in the administration of its DBE Program, and will comply with the requirements of 49 CFR part 26. The Contractor will take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. As required by 49 CFR part 26 and approved by DOT, the recipient's DBE Program is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The Contractor agrees that implementation of this DBE Program is a legal obligation, and that failure to carry out its terms may be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE Program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

4.0 Commercial Driver's License (CDL)

All drivers of motor vehicles designed or used to transport more than fifteen passengers (including the driver) or of vehicles which have a gross combination weight rating of

26,001 pounds or more must have a CDL. Mechanics that drive the vehicles must also have a CDL.

5.0 Debarment and Suspension

The Contractor will comply with the DOT Governmentwide Debarment and Suspension (Nonprocurement) regulations (2 CFR part 1200) is to ensure that federal assistance funds are not provided to anyone who has been debarred, suspended, determined ineligible, or voluntarily excluded from participation in federally assisted transactions. The U.S. General Services Administration's (GSA) System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. GSA maintains a website, at <https://www.sam.gov>, which is updated in real time as changes to the data occur.

- 5.1 DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 1200, incorporating OMB's debarment and suspension guidelines, 2 CFR part 180, requires disclosure of the status of persons and entities participating in:
- a) Third-party contracts or subagreements of \$25,000 or more at any tier;
 - b) Third-party contracts of any amount for federally required audit services (such as those required under the Single Audit Act Amendments); and
 - c) Third-party contracts or subagreements requiring official DOT approval.
- 5.2 Both participants in third-party contracts of any tier and subagreements of any tier are expected to ensure the status of persons participating in that agreement.
- 5.3 The awarding party must verify that the person is not excluded or disqualified by:
- a) Checking the SAM list of excluded parties maintained by the GSA and available at <https://www.sam.gov> (**Note:** Strongly recommended by FTA);
 - b) Collecting a certification from the prospective awardee; or
 - c) Adding a clause or condition to the third-party contract or subagreement with that awardee.

In addition, the Contractor and subcontractors participating in lower tier transactions must extend these requirements to their subcontractors. The prospective contractor, in turn must notify the recipient or third-party contractor (person at the next higher tier) if it knows whether or not it or any of its principals are presently excluded or disqualified under these regulations.

6.0 Drug and Alcohol Testing

In the interest of safety in transit operations, Contractor, in accordance with 49 U.S.C. 533, will establish a drug and alcohol testing program. FTA's implementing regulation is set forth at 49 CFR part 40 and 655.

The purpose of the testing program is to help prevent accidents, fatalities, and injuries resulting from misuse of alcohol or the use of prohibited drugs by employees who perform safety-sensitive functions. Contractor must certify annually that they are in compliance with DOT and FTA regulations concerning drug and alcohol testing (49 CFR parts 40 and 655, respectively).

FTA's regulation (49 CFR part 655) applies to "employers," and the term employer is defined as "a recipient [of FTA funding] or other entity that provides [public] transportation service or which performs a safety-sensitive function for such recipient or other entity." The term includes operators, and contractors. The regulation applies to the testing, start-up, and actual revenue operations of FTA-funded transit systems.

Contractor will test its employees who perform one or more of five transit safety-sensitive functions, which are defined at 49 CFR 655.4. The regulation requires the following six types of testing for illegal drug use and alcohol misuse: pre-employment (including transfer from a non-safety-sensitive position to a safety-sensitive position, and removal from the random pool for ninety days or more); reasonable suspicion; random; post-accident; return-to-duty (after a violation); and follow-up (a minimum of six tests in twelve months after returning to duty). Under 49 CFR part 40, return-to-duty and follow-up tests are required to be directly observed.

Contractor will establish and implement a substance abuse prevention program consisting primarily of a testing program but with elements requiring training and educating safety-sensitive employees. Contractor will develop a detailed policy statement that must be distributed to all safety-sensitive employees and employee organizations. In addition, 49 CFR part 655 Subpart D establishes prohibited alcohol concentration levels and behavior, and employers are directed to take specific action on the basis of the level of alcohol concentration.

Technical assistance materials and training information to help recipients implement the rules are available at FTA's website, <http://www.fta.dot.gov/safetysecurity/12533.html>, or through contacting the FTA Office of Transit Safety and Oversight, FTA headquarters.

7.0 Employee Political Activity

To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. Sections 1501–1508, and Sections 7324–7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

8.0 Energy Conservation

The Contractor will comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.* The Contractor, to the extent applicable, will perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C. Only after the completion of an energy assessment will FTA approve assistance for the construction, reconstruction, or modification of buildings for which the recipient submits an application. An energy assessment consists of an analysis of the total energy requirements of a building, within the scope of the proposed construction activity and at a level commensurate with the project size and scope. The energy assessment should consider: overall design of the facility or modification; materials and techniques used in construction or rehabilitation; special or innovative conservation features that may be used; fuel requirements for heating, cooling, and operations essential to the function of the structure projected over the life of the facility and including projected costs of this fuel; and the kind of energy the recipient will use.

9.0 Labor Protection

9.1 Davis-Bacon Act

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing-wage requirements on construction projects. In the event that any Contractor task involves construction, Section 5333(a) requires the secretary to ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the secretary of Labor and in accordance with the Davis-Bacon Act, as amended. The secretary may not approve any such loan or grant without first obtaining assurance that required labor standards would be maintained upon the construction work. This assurance is obtained when recipients accept grant funds and sign the Master Agreement.

9.2 Transit Employee Protection

Before FTA may award a grant for capital or operating assistance, fair and equitable arrangements must be made to protect the interests of transit employees affected by the proposed FTA assistance, 49 U.S.C. 5333(b) (formerly Section 13(c) of the Federal Transit Act, as amended). Those arrangements must be certified by the secretary of Labor as meeting the requirements of the law.

Questions concerning employee protective arrangements and related matters pertaining to transit employees should be addressed to the Division of Statutory Programs, Employment Standards Administration, U.S. Department of Labor, Room N-1519, 200 Constitution Avenue, NW, Washington, DC 20210; telephone, 202-693-1193; FAX, 202-693-1344.

9.3 **Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

9.4 **Liability for Unpaid Wages Liquidated Damages**

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

9.5 **Withholding for Unpaid Wages and Liquidated Damages**

The Department of Transportation or Sound Transit may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3)).

9.6 **Payroll and Basic Records**

The Contractor or subcontractor will maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including

guards and watchmen, working on the Contract. Such records must contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.0 Use of Competitive Procurements

The Contractor will follow procurement requirements specified under 49 U.S.C. 5323 and 49 U.S.C. 5325. This includes utilizing a competitive procurement process and complying with applicable Buy America laws.

Contractor must use and certify competitive procurement procedures as determined by FTA and will not use procurements employing exclusionary or discriminatory specifications. 49 U.S.C. 5323(h)(2).

FTA Circular 4220.1, "Third Party Contracting Guidance," sets forth the requirements and procedures applicable to third-party contracts. A third-party contract refers to any purchase order or contract awarded by a recipient to a vendor or contractor using federal financial assistance awarded by FTA. FTA Circular 4220.1 contains guidelines for the general procurement requirements of the DOT Common Grant Rule, 49 CFR parts 18 and 19, and also includes specific statutory procurement provisions required by FTA's enabling legislation and other special concerns to FTA. Note that both the Common Grant Rule prohibits state or local preference provisions in procurements, except in certain restricted circumstances.

In addition to procurement and audit provisions that apply to architectural, engineering, and related services, 49 U.S.C. 5325 includes provisions affecting third-party procurements, including the general requirements for competition and prohibitions on the use of exclusionary or discriminatory specifications, requirements for award to other than low bidders, requirements for awards to responsible contractors, special rolling stock limitations, contract terms limited to five years, access of federal officials and the comptroller general to project records, authority for design-build projects, and an express federal preemption of any state law requiring bus purchases from in-state dealers.

11.0 Restrictions on Lobbying

Contractor may not use federal financial assistance to influence any member of Congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or Cooperative Agreement in accordance with 31 U.S.C.1352(a). The Contractor and subcontractors at any tier awarded FTA assistance exceeding \$100,000 must complete and submit standard form SF-LLL, sign a certification so stating, and must disclose the expenditure of non-federal funds for such purposes. 49 CFR part 20.

Contractor may not use federal funds for lobbying congressional representatives or senators indirectly, such as by contributing to a lobbying organization or funding a grass-roots campaign to influence legislation.

12.0 Safety

MAP-21 amended 49 U.S.C. 5329 to provide FTA with the authority to establish a new comprehensive framework to oversee the safety of public transportation throughout the United States. The law requires, among other things, that DOT issue a National Public Transportation Safety Plan, establish safety performance criteria for all modes of public transportation, define a “state of good repair,” establish minimum safety performance standards for public transportation vehicles, and develop a safety certification training program. Contractor will establish comprehensive agency safety plans for bus operations in accordance with FTA regulations when they are issued.

13.0 Sensitive Security Information

To the extent applicable, the Contractor will comply with 49 U.S.C. 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR part 15, and with 49 U.S.C. 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 CFR part 1520.

14.0 Fly America

The Contractor will in accordance with 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17, utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor’s mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and will, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor will include the requirements of this section in all subcontracts that may involve international air transportation.

15.0 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that Sound Transit, the Comptroller General of the United States or any of their duly authorized representatives, will, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to work under this contract. Further, Contractor agrees to maintain all required records for at least three years after Sound Transit makes final payment and all other pending matters are closed.

16.0 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, are applicable to this project. The Contractor will include this clause in all subcontracts awarded under this Contract.

17.0 Environmental Requirements

The Contractor will comply with the following requirements:

17.1 Environmental Protection

The Contractor will comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 et seq. and 40 CFR Part 1500, et seq.; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

17.2 Air Quality

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor will report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor will include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17.3 Clean Water

The Contractor will comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor will report each violation to the Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor will protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6. The Contractor will include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18.0 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor will provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

19.0 Patent Rights

19.1 If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify Sound Transit immediately and provide a detailed report in a format satisfactory to the FTA. The rights and responsibilities of the Contractor and the Sound Transit with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

19.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), Sound Transit and the Contractor will take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

19.3 The Contractor will include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Contract to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.0 Rights to Data and Copyrights

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

20.1 Federal Rights in Data and Copyrights

The Contractor will provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this subsection.

20.2 License Fees and Restrictions

FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Work to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.3 Restrictions on Access to Patent Rights

Nothing in this subsection pertaining to rights in data implies either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

20.4 Data Developed Without Federal Funding or Support

In connection with the Contract, the Contractor may find it necessary to provide data to Sound Transit developed without any Federal funding or support by the Federal Government. The requirements of Federal Rights in Data and Copyrights do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with this Contract. Nevertheless, Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

21.0 Termination Provisions Required

All Contracts and subcontracts in excess of \$10,000 must contain contractual provisions or conditions that allow for termination for cause and convenience by Sound Transit including the manner by which it shall be effected and the basis for settlement.

22.0 Breach Provisions Required

All Contracts in excess of \$100,000 must contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor will include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

23.0 Substance Abuse

Contractor and its subcontractors will comply with U.S. OMB Guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 et seq., including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

Exhibit J: ST Express Policies and Procedures

Includes three documents:

Operations

Customer Service

Fares



Operations

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014

A handwritten signature in blue ink, appearing to read 'Benny D. ...', written over a horizontal line.

Executive Director of Operations

A handwritten date '6-12-14' in blue ink, written over a horizontal line.

Date

These ST Express Policies and Procedures are reviewed and updated by the *Operations* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Customer Service and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/ Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares		
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations	Fares	Fares

Additionally all staff contact lists that had been embedded in the old polices and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Changes made to “Safe Place” for readability and to “New Procedures/Revisions/Review” to reflect new format and signature required by Executive Director of Operations.

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1. Emergencies

Original date issued: 08/18/1999

Definition of Events

High Priority Emergencies requiring Sound Transit response:

A High Priority Emergency is defined as any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with significant injuries and/or hospitalization is probable
- A fatality
- Property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is significant damage to the bus
- Media response

Community Transit, King County Metro, and Pierce Transit will timely notify Sound Transit Bus Operations Manager or designee of any high priority emergency involving Sound Transit equipment or on Sound Transit property. To “timely notify” is generally defined to mean within 15-30 minutes of CT, KCM or PT awareness that an event is a High Priority Emergency.

A preliminary report for a High Priority Emergency must be submitted to Sound Transit Bus Operations Manager or designee the same day, if possible, or no later than 9:00 a.m. the next morning. At a minimum it should include route, location, time, description of incident, description of damage and injuries (if any). Sound Transit staff will review the report and may request follow up. Updates would follow if additional information became available.

Low Priority Incidents:

A Low Priority Incident is defined as any event occurring involving Sound Transit equipment or occurring on Sound Transit property resulting in:

- A passenger, employee, pedestrian, or member of the public receiving emergency medical services or in which emergency medical services are recommended but refused
- Estimated property damage greater than \$500 but less than \$25,000
- An altercation between passengers on the bus
- Police response for unlawful behavior

CT, KCM, PT will document all Low Priority Incidents in the daily service report log (per section 9.1.2).

Sound Transit Notification Procedure

Contact Sound Transit’s Bus Operations Manager or designee and briefly describe the emergency:

- | |
|-----------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Emergency phone: (206) 398-5428 |
|-----------------------------------------------------------------------------------|

No further action is needed. It is Sound Transit’s responsibility to alert their staff.

2. General Operating

Original date issued: 08/01/1999

Generally, the partner agency standard operating procedures will apply to Sound Transit services. This section identifies areas that would be an exception to the partner agency standard operating procedure.

On-Board Bus Camera Policy

Some portion of Sound Transit's bus fleet is equipped with a video and audio surveillance system for monitoring both inside and outside the bus. Since these buses are operated by all three partnering agencies, Sound Transit's policy is defer to the specific operating agency's policy.

Sound Transit should be notified of "requests of significance" to view captured video and/or audio recording. Notification should be sent to the Sound Transit Bus Operations Manager by the partners as quickly as possible but no later than 24 hours after receiving the request. Significance is defined similar to a High Priority Emergency (Operating Policy #2 Emergency) and is any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with apparently significant injuries and/or hospitalization is probable
- A fatality
- Anticipated property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is costly or long-term damage to the bus
- Media response

Requests of significance also includes requests from law enforcement officials and public information requests. Requests from law enforcement agencies should also copy Sound Transit's Chief Security Officer.

Safe Place

KCM and KCM-operated Sound Transit ST buses, participate in "Safe Place," the national network of public and private businesses across the country that provide a connection for young people looking to get help from local youth service agencies. Each KCM and KCM-operated Sound Transit buse will bear a "Safe Place" decal on the exterior of the bus near the front and rear doors. This decal is intended to let youths know that they can board the bus and request assistance.

Once a youth has indicated he or she is in need of some sort of assistance, the operator asks one question, "Are you in immediate danger?" Whether the answer is yes or no, the operator contacts radio control to let them know a youth is on-board requesting assistance. Radio control will have a youth service agency staff member meet the bus en route. The youth need not to pay a fare. The youth may remain on the bus during recovery (layover). If the answer to the question is yes (immediate danger), Radio Control in conjunction with the youth service agency will determine if police assistance is needed. When the youth is met by the youth agency or if the youth leaves the bus before the meet can be made, the operator will contact Radio Control. Operators will not detain youths. Operators will complete an incident report.

PT and CT do not participate in this particular program. However, if a person (youth or adult), boarding a PT or CT operated bus requests assistance or indicates he/she is in danger, CT and PT's policy is for the Operator to contact Comm Center (Dispatch) immediately and to follow instructions.

Animals on Board

Animals are not allowed on the coach unless:

- They are in a container and less than 25 pounds. Animals over 25 lbs which are not service animals should not be transported.
- They are service animals.

Handlers must be in control of service animals at all times; animals must be on leashes.

(As of Sept. 2012, Department of Justice has amended its definition of service animals to include dogs only; Federal Transportation Administration has chosen to remain with the older definition which includes other species.)

Operators may ask if an animal is a pet, but **may not ask**:

- For special identification for a service animal (including wearing a vest).
- About the rider's disability.
- The rider to demonstrate the task which the animal has been trained to perform.

Bike and Ride Service

Sound Transit provides either a two or three bicycle rack secured outside to the front of the bus. This type of rack determines the capacity per bus. With the exception of folding bicycles, bicycles are not allowed inside Sound Transit buses.

- Sound Transit transports only single-seat, two-wheeled, non-fueled bicycles on its vehicles; electric bicycles meeting this criteria can be transported. Oversized, tandem, fueled or solid-wheel bicycles (including motorbikes and mopeds) with or without trailers are not permitted on any Sound Transit bus.
- Limited bicycle rack space is available on Sound Transit vehicles. Sound Transit encourages cyclists to consider parking their bicycles in racks or lockers at transit facilities rather than taking them on the vehicle.
- Bicycle rack space on Sound Transit vehicles is available free of charge on a first-come, first-served basis.
- Bicycles may be loaded or unloaded from any Sound Transit vehicle at any regular stop or station at any time.
- Sound Transit allows folding bicycles within its vehicles with the following limitations:
 - Any number of folding bicycles are allowed inside any Sound Transit vehicle at any time, as long as they are stowed with the passenger, under the passenger's seat.
 - Stored bicycles in the priority seating areas for elderly and disabled riders on any vehicle must be moved to accommodate wheelchairs or passengers who are senior or disabled.

Coach Lighting

All coaches in operation will use headlights at all times.

Stopping for Customers

Operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to disembark except as described below. Operators must pick up customers if the coach is stopped partially in the zone, and the rear of the coach is close enough to the curb so another vehicle cannot move between the curb and the coach. Also, operators of the third bus in a zone must make a second stop at the head of the zone.

Downtown Seattle (including the SoDo Busway):

KCM and CT operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to disembark in both the inbound and outbound directions.

PT operators heading inbound to downtown Seattle do not have to stop at designated stops unless a passenger on-board has pulled the signal requesting to disembark.

Courtesy Stops

Sound Transit does not allow for courtesy stops and Sound Transit does not operate a night stop program.

Emergency Equipment

All coaches at a minimum are equipped with:

- Fire extinguisher
- Triangles (three)
- Wheelblock(s)

Charter Bus and School Bus Operation Policy

Sound Transit does not operate Charter Bus or School Bus service per FTA regulations 49 U.S.C.5323(d), and 49 CFR Part 604 and 69 U.S.C. 5323(f) and 49 CFR Part 605.

3. New Procedures/Revisions/Review

Original date issued: 10/07/1999

The Operations, Customer Service, and Fares ST Express Policies and Procedures will be reviewed and updated as needed no less than every two years.

Contact lists for the ST Express Policies and Procedures will be kept as separate documents so that they can be updated as needed. The contact lists do not need to go through formal review or approval processes.

To submit a new section for an ST Express Policy and Procedure or revise an existing one, obtain the MS Word version from the TIG Coordinator. Work with the subcommittee to come to consensus on language. Enter agreed upon language into MS Word version using track changes, and delete the old “approved by TIG” date. Forward the draft to the TIG coordinator to put on the agenda for final TIG review and approval.

The TIG Coordinator will coordinate the approval process through the TIG and will obtain the signature of Sound Transit’s Executive Director of Operations signature once all approvals are received. The TIG Coordinator will email the ST Express Policies and procedures to staff on the distribution list located in the Operations TIG Contacts.

4. Adverse Weather/Snow Plan

Original date issued: 10/2004

The policy of ST Express is to support ST's operating partners in providing effective bus service during adverse weather conditions by focusing effort on communicating changes in service to bus passengers. The following policy and procedure is a subset of the Operations Department snow plan and summarizes only the service activities for ST Express and facilities. The plan consists of six phases ranging from preparation to recovery.

Phase 1 Pre-Season Preparedness

ST Express:

By October 15th of each year, ST Express staff members perform the following:

- Review each partner's current Inclement Weather Plan
- Transcribe KCM run cuts into specific ST trip eliminations
- Make initial contact with partner agencies to review plans with particular attention given to communications protocols including a review of contact numbers
- Review implementation strategy with ST Customer Service Manager and External Communications staff
- Test home access for any Duty Officer personnel to ensure that all have ability and knowledge of login procedures from home.

Facilities:

Annual preparations for winter weather will begin September 1st and be finalized by October 31st. During this phase, the Director of Facilities and Asset Control shall assign the Plan's single point of responsibility for the implementation of the Plan. Additionally:

- Needed supplies, tools, and equipment will be procured and staged at the locations designated in the Plan
- Maintenance on equipment will be performed to ensure all is in good working condition. Training of staff on the proper use of the equipment will be conducted as needed during this preparation phase
- Facilities Maintenance staff will coordinate response plans and set forth performance expectations with contracted service providers for snow removal and winterization activities
- Roles, responsibilities, and communication protocol will be reviewed with Facilities Maintenance staff to ensure effective response during an event

Phase 2 Snow Alert (24 Hour Notice)

ST Express:

On the eve of an approaching event, approximately 24 – 36 hours prior ST Express staff will:

- Monitor KCM weather hotline (206-263-3441)
- Identify the Public Information Officer (PIO) and Customer Service Duty Officer (CSDO) for the event for each of the partners and for Sound Transit
- Contact PIOs and CSDOs early to:
 - exchange personal contact information
 - coordinate route information release time
 - review each route for foreseeable changes
- Warn public to expect unannounced delays in service
- Draft initial Route Information Matrix and issue to Customer Service for web publishing and Call Center reference

- Ensure the ST Express Ops Duty Officer has access to ST email/internal communications by home access or by having an ST issued laptop with him/her at all times

Facilities:

Customer Facilities staff will:

- Monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Alert the Facilities Project Manager as to any forecasted adverse weather conditions that constitutes a reason to activate the plan.
- Maintain and enter data into facilities report log.
- Assess pending situation and activate plan as needed.
- Contact and coordinate with KCLR to ensure appropriate response measures are taken at all Central Link facilities.
- Review their individual responsibilities and ensure that equipment and supplies are ready to implement the plan.

Phase 3 Snow Alert (8 Hour Notice)

ST Express:

On the eve of an approaching event (approximately 8 hours prior), ST Express Bus Operations Duty Officer will contact partner agencies to review actions expected from Sound Transit.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Activates as needed:
 - **Level One: Frost and/or ice and no snow** - De-icer will be applied to entire platform surface, ADA and pedestrian walkways to a width of 5', and parking lots as needed.
 - **Level Two: “Winter Storm Warning” issued by National Weather Service** - This escalates the status to expected arrival of a significant weather event that has the potential to disrupt our ability to provide service within the next 12 to 24 hours. The Customer Facilities Duty Officer will update Facilities, Security and Station Agents.

Phase 4 Snow Event

ST Express:

Regardless of its intensity, as inclement weather develops, the following procedures should be followed throughout the duration. The primary objective of ST Operation’s staff during the event is to coordinate and consolidate service information from partner agencies and pass that information along to Customer Service, ST PIO and all other necessary personnel in regular updates in a prescribed format. The primary format is the ST Express Service Interruption Form (see attached). This form is an on-going detail of the current status of all ST operated routes. Information contained on it will be directly published to the internet and provided to customer service representatives in order to respond to telephone questions.

- Early morning partner briefings:

- KCM's adverse weather hotline should be consulted at 3:30 AM and re-checked as directed from the previous check-in.
- CT will issue hourly status reports via email throughout the course of the event.
- PT will conduct telephone briefings starting at 3:30 AM to review current status and the day's outlook.
- On-going partner briefings:
 - KCM will schedule regular updates via the adverse weather hotline;
 - CT will issue hourly emails throughout the event;
 - PT will schedule conference calls at regular intervals and call in to pinpoint specific issues that require immediate attention.
- **KCM** - When snow is predicted to accumulate greater than 1 inch or is actually falling across all or portions of the service area and temperatures are predicted to be at 34°F or lower, actions that affect ST operations are likely to include:
 - Implementation of snow routes on some or all services.
 - Additional trips cut from service, system wide.
 - All buses are chained.
 - Some routes are cancelled (depending on specific conditions).
 - Service on Routes 555 and 556 is supplemented by chained shuttles between Issaquah and the Issaquah Highlands PNR.
- **CT** - Because of the existence of a weather convergence area in much of CT's service area, weather conditions throughout Snohomish County can be very different from those in the remainder of ST's service area. Therefore, it is not unusual for emergency conditions to exist in CT's service area and nowhere else in the region.
 - Because of the relatively few ST services operated by CT, operating conditions are reviewed on a route by route basis and individual modifications are made as specific conditions warrant. The final decision is made in collaboration with CT, First Transit personnel and ST Express Operations staff.
- **PT** - Upon consultation with Sound Transit Bus Operations personnel, PT will implement a shuttle based service in Seattle for all ST services. This strategy incorporates the use of chained 40' buses operating along normal bus stop locations served by PT operated services with the use of 45' high capacity coaches limited to freeway travel. Passengers are transferred between the two coaches at pre-determined locations.
- All route data should be compiled on the ST Express Service Interruption Form and forwarded to the Customer Service Duty Officer and PIO before 4:00 AM. Check in with the Customer Service Duty Officer via telephone shortly after sending the email to confirm receipt.
- *If any partner is going to substitute a Sunday schedule, confirm which routing they intend to use; Sunday routing may be different than weekday routing.*
- *Communication to passengers should include to not only expect delays, but to expect overcrowding. Where practical, passengers should be directed to Sounder services or Link services which will likely not be affected.*
- *Thinking 24 hours ahead is critical, especially for early morning services. In a bad event early morning pull-outs may be hampered by a lack of operator availability and not by bad road*

conditions. Craft an appropriate message to explain that roads may have improved, but buses may still not get out on schedule.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Implement as needed:
 - **Two inches or less of snow, single day event:**
Accessible paths will be cleared on platforms and pedestrian walkways, and de-icer applied. For Sounder platforms, a 10 feet pathway is to be cleared including the yellow caution line and welcome mats. All other accessible pathways and pedestrian walkways are to be cleared to a width of 5 feet. Parking lots will be plowed and sanded as needed.
- Manage each facility in the following level of priority:
 - Sounder Stations
 - Boarding Platforms
 - ADA accessible routes
 - Surface Lots
 - Transit Centers (as resources are available): Partner agencies who typically receive field reports may send requests for specific locations to be priorities and Sound Transit will attempt to meet these needs depending on staffing availability.
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Parking Garages
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Union Station
 - ADA accessible routes (including Weller St Bridge)

Phase 5 Snow Event (Sustained)

ST Express:

- **KCM** - when snow accumulates greater than four inches across the service area and temperatures are predicted to be at 34°F or lower or snow is on the ground county-wide and multiple days of snow on the ground are predicted. Actions that affect ST operations include:
 - KCM operates a significantly reduced level of service on core trunk and life-line routes that includes some ST routes.
 - This may last several days as conditions dictate.
- **PT and CT** – will continue to operate as in Phase 4 without any further pre-planned reductions in service.

- Briefings: Briefing will continue as described in “Phase 4 Snow Event”.

Facilities:

For any accumulation of snow, multi-day event:

- Accessible paths will be cleared and maintained on platforms and pedestrian walkways throughout the event.
- De-icer will be applied as snow is cleared. For Sounder platforms, a 10 foot pathway is to be cleared including the yellow caution line and welcome mats. All other Accessible pathways and pedestrian walkways are to be cleared to a width of 5 foot.
- Parking lots will be plowed and sanded throughout the event.
- Special care will be taken to prevent accumulations of ice, e.g. clearing standing water to prevent re-freezing from occurring.

For any combination of snow and/or ice that results in conditions that cannot be mitigated during the event due to inadequate resources and/or excessive risk exposure to staff and the general public Facilities Maintenance will make recommendations for closure of facilities.

Phase 6 Recovery (Post-Snow Event)

ST Express:

As the event clears ST Express Staff will coordinate a return to service stand-down with all three partner agencies and communicate that strategy to ST Customer Service.

Soon after the event clears and operations return to normal, all three partner agencies will prepare an event review analysis. These reports should be incorporated into ST’s post event lessons learned. This post event analysis establishes a record of how to properly handle future events by building upon past experience.

Facilities:

Immediately following a winter weather event, conditions in affected areas will be assessed and appropriately addressed. Obvious hazards will be communicated to the Safety and Security Department. Any damage that impacts service will be communicated to the appropriate department head. During the recovery phase, supplies, tools and equipment will be inspected, repaired, or replenished and returned to its designated staging area in preparation for the next event. Facilities Maintenance staff will debrief and make recommendations for any needed changes to the plan for improved effectiveness.

After the winter season, the assigned Facilities Project Manager will conduct a post season meeting.

Topics covered shall include:

- Lessons learned, updates to the plan and accomplishments
- Restoration efforts including any repairs, clean up, or other forms of response to be coordinated by the Facilities Maintenance Department.

5. Sounder Service Interruption Bus Plan

Original date issued: 06/22/2000

1.0 Overview

Occasional interruptions of Sounder commuter rail service may occur due to mudslides, accidents, or mechanical problems. The Sounder Duty Officer is responsible for determining the level of response needed for a Sounder service interruption. For Sound Transit's internal communications, that response is categorized into three levels:

Level 1 – Minor Service Delays potentially less than 10 minutes.

Level 2 – Significant Service Delays potentially more than 10 minutes but less than 75 minutes.

Level 3 – Major Service Disruptions potentially more than 75 minutes or severely impacting service schedule.

Partner agencies will typically be contacted for Level 2 and Level 3 service interruptions to a.) be aware of overload potential on existing routes, b.) provide additional service on existing routes, or c.) provide bus bridge services for Sounder passengers.

2.0 Responsibilities During a Sounder Service Interruption

2.1 Sounder Duty Officer

When Sound Transit determines a significant service interruption response is required, the Sounder Duty Officer will:

2.1.1 Contact BNSF operations managers to determine:

- The time and location of the incident
- The nature of the incident
- The probable duration of the disruption
- Actions BNSF is taking to resolve the issue
- Nature and extent of injuries (if applicable)
- Emergency response measures and status

2.1.2 Contact the appropriate internal staff through use of Command Post email or Command Post Staff email depending on the level of the event.

2.1.3 Make follow-up phone calls to the duty officers for ST Express Bus, Customer Service, Customer Facilities, and Media Relations, as needed, and to Sound Transit executive leadership, as needed.

2.2 ST Express Duty Officer

The ST Express Bus Duty Officer will ascertain the level of response needed from the partner agencies. The ST Express Bus Duty Officer will then contact the partner agency in whose district the interruption is occurring and will:

- Inform the Communications Center of possible overload conditions on existing routes, or
- The need for addition service on existing routes, or
- The need for a bus bridge

2.3 Partner Agency

The partner agency will inform Sound Transit within twenty minutes of the request whether it will provide any of the service requested.

3.0 Bus Bridge Protocol

In the event that a bus bridge is needed, the ST Express Bus Duty Officer will provide the partner agency's Communications Center staff with the agreed upon information as defined in Attachment A. If the partner agency declines to provide the service or can only partially meet the request, then Sound Transit will contact other agencies for assistance. If a partner agency agrees to provide some or all of the requested service, it will:

- Arrange for its designated lead to meet the Sound Transit and/or BNSF representative at the location of the event
- Provide the name, pager/c-phone number of the partner agency lead and estimated time of arrival to the Sound Transit lead
- Notify its internal customer service and media relations staff
- Contact ST Express Bus Duty Officer if no contact has been made and they think some level of coordination is needed.

All parties understand that the BNSF representative will determine what activities can/cannot occur on BNSF property; the transit partner representative will ensure that all buses meet ADA accessibility requirements and determine where the buses can travel; and the ST Express Duty Officer will facilitate the discussion.

Once the ST Express Bus Duty Officer has determined when and where a bus bridge is possible, Sound Transit, BNSF and partner agency representatives will discuss and agree upon the following:

- Procedure and location for loading passengers onto buses; and
- Route to be used by buses to and from the incident location.

3.1 Sound Transit Media Protocol

The Sound Transit Media Relation's staff (PIO) will:

- Contact the media to provide information about the event requests
- If necessary go to the event scene and be the agency spokesperson
- Contact partner agency's media staff when coordination is needed and/or to discuss information requests
- Use the current media operating procedures
- Coordinate with the Sound Transit designated lead at the scene
- Coordinate with internal customer services staff as needed

3.2 Sound Transit Customer Services Protocol

Sound Transit customer services staff will:

- Issue Rider Alerts
- Update customer information sites
- Coordinate with media staff

3.3 Sound Transit Facilities Station Agent Protocol

Sound Transit station agent supervisors will:

- Communicate with the Customer Facilities Duty and station agents, relaying updates as needed to both station agents and to the Customer Facilities Duty Officer
- Provide additional support to agents on scene as needed

Sound Transit station agents will:

- Communicate changes at the station to the station agent supervisors and to the Customer Facilities Duty Officer
- Inform riders of the situation and continue to provide updates as received
- Assist riders with alternative bus connection services
- Assist in directing partner agencies to bus staging and loading areas
- Direct riders to back-up bus services
- Implement crowd control

3.4 Transit Partner Call Protocol

The partner agency's Communications Center staff is responsible for their internal communications per their procedures. The Partner Transit Agency Contact List is included for their use in the Operations TIG Contacts for ST Express Policies and Procedures.

3.5 Incident/Training Debriefing

After an incident or training, a debriefing may take place where the participants can discuss facts and observations. Sound Transit staff will coordinate and facilitate the debriefing.

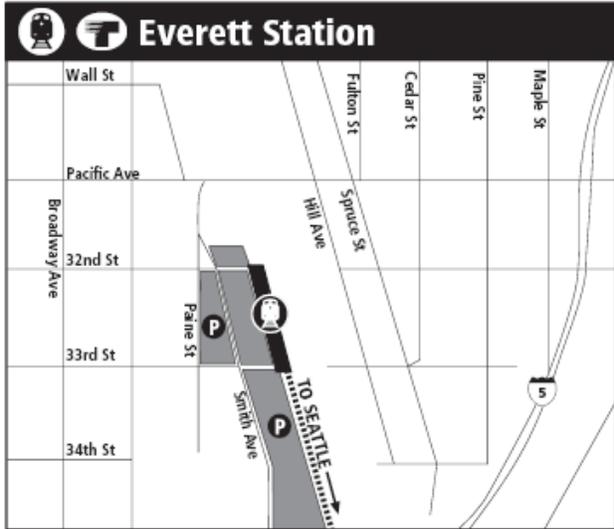
3.6 Operations TIG Committee

The Operations TIG Committee will review and update the operating procedures as needed.

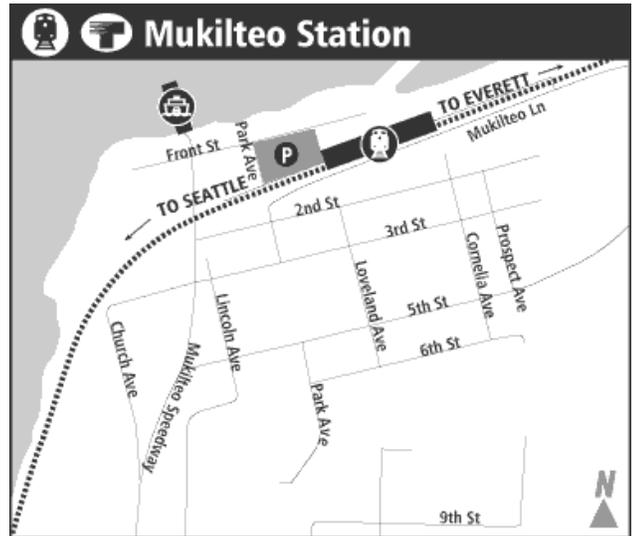
3.7 Information provided by Sound Transit

Sound Transit will provide maps and locations of stations to the partner agencies.

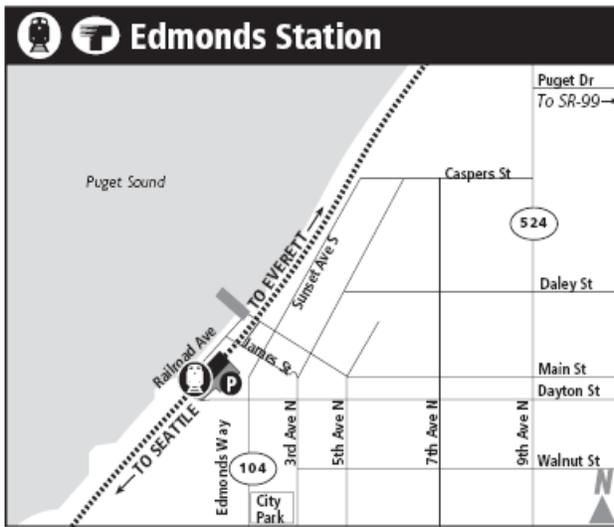
3201 Smith Ave., Everett, WA



920 1st Street, Mukilteo, WA



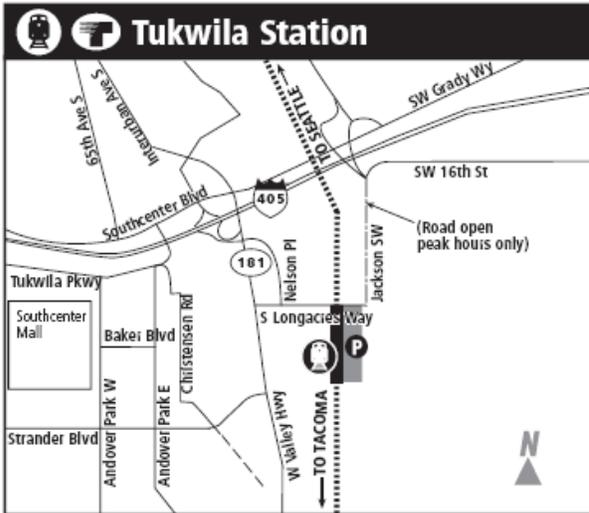
211 Railroad Ave., Edmonds, WA



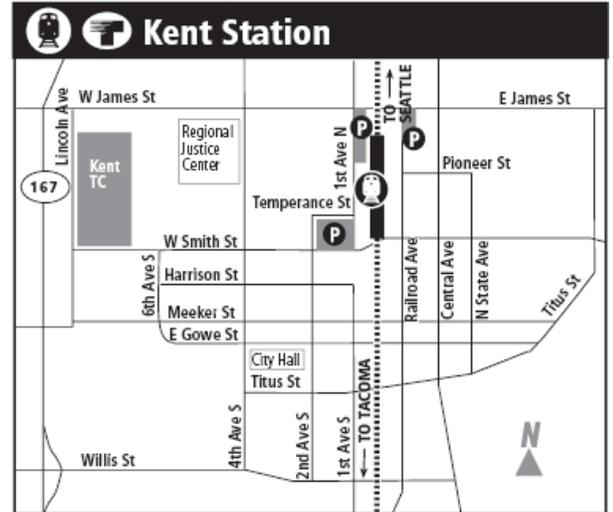
301 South Jackson St., Seattle, WA



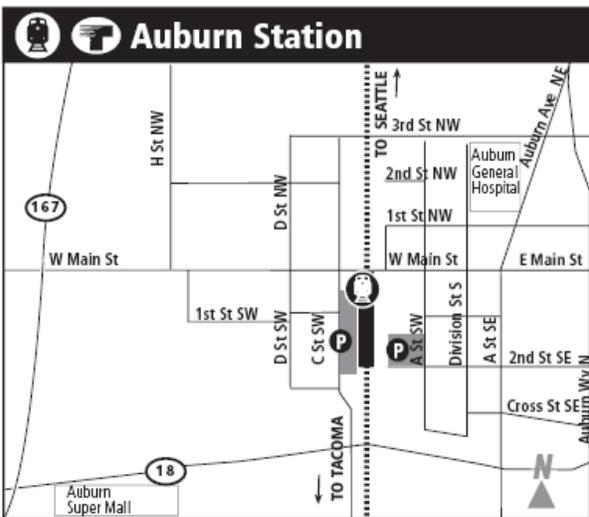
7301 South 158th Street, Tukwila, WA



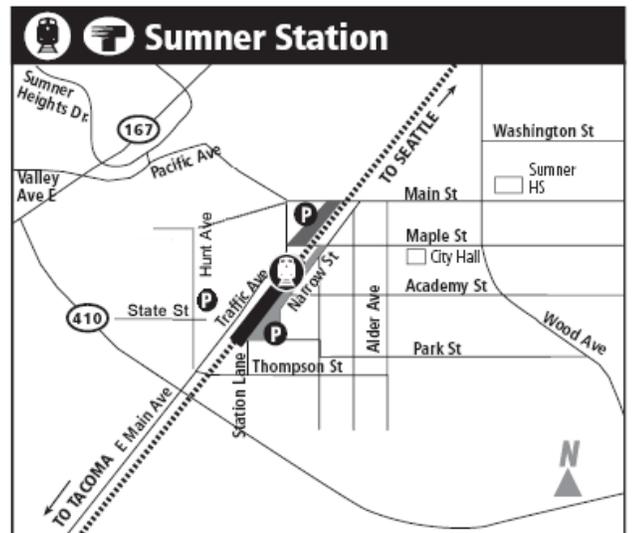
301 Railroad Ave., Kent, WA



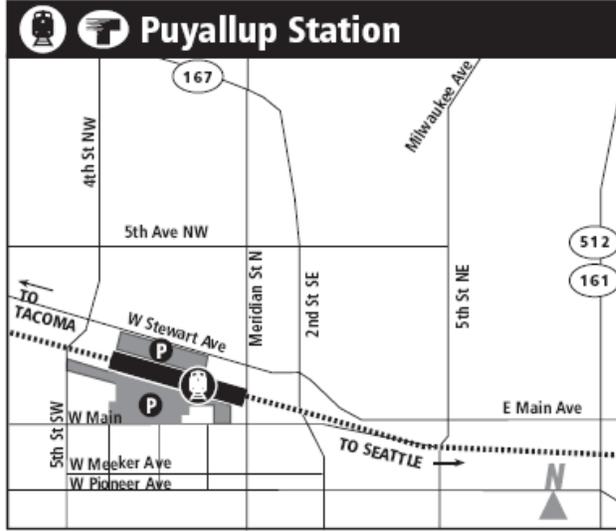
3 A Street SW, Auburn, WA



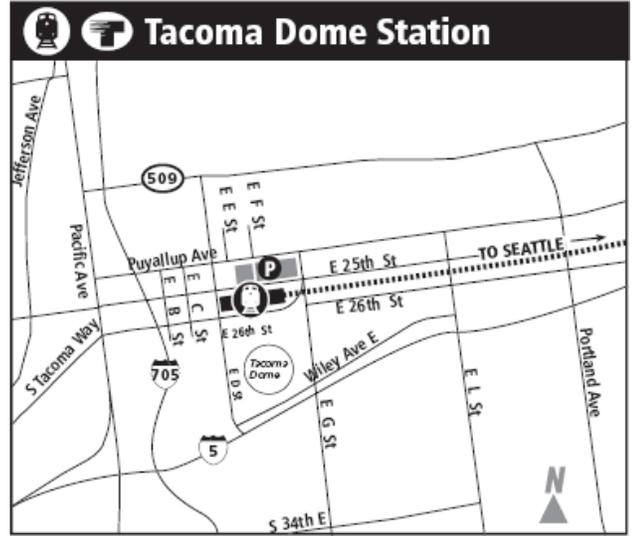
810 Maple Street, Sumner, WA



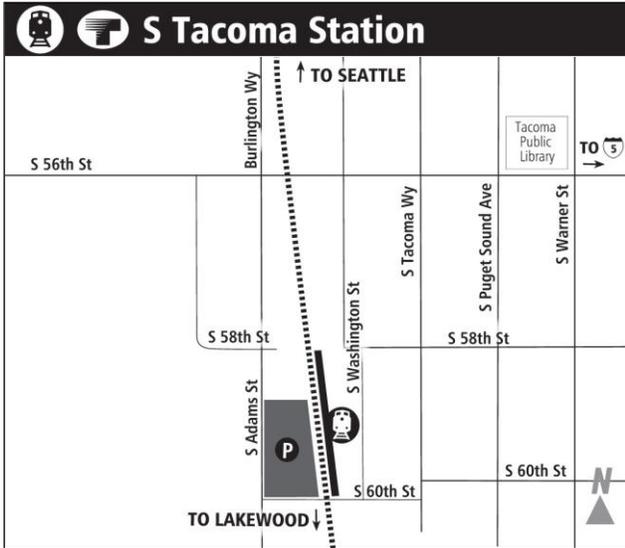
131 West Main Street, Puyallup, WA



424 East 25th, Tacoma, WA



5650 S. Washington St., Tacoma



11424 Pacific Highway SW, Lakewood



Attachment A: Information about Service Request

The following information will be provided to the partner agency Communications Center by Sound Transit when requesting services:

1. Nature of the incident (accident, flood, mechanical trouble, etc):
2. Location of the incident (cross streets if available):
3. Approximate number of passengers needing transportation:
4. Name of the person making the request and the call back number:
5. Name of the contact person at the scene, c-phone number and where the person will be:

Optional Information:

1. Location to where the customers are to be transported?
2. Any special instructions for the partner agency:
3. Locations where customers might be besides the incident scene:

Time of the call: _____ Date: _____

Person taking call: _____



Customer Service

ST Express Policies and Procedures

Approved by TIG Steering Committee June 23, 2015



Executive Director of Operations



Date

These ST Express Policies and Procedures are reviewed and updated by the *Customer Service* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares		
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
			Fares	Fares

Additionally all staff contact lists that had been embedded in the old policies and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Policy 10 Free Ride Tickets was rewritten for clarity but the policy itself did not change.
1	June 2015	Updates to Section 3 Lost and Found. Sat., Sun., and holiday info will be available by 1 p.m. instead of noon next service day. KCM matrix was updated to reflect current practice.

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1. Customer Comment Processing

Original date issued: 08/18/1999

Sound Transit customer comments received by participating agencies will be processed using the following guidelines. This process shall be applied to all commendations, complaints, and service requests received regarding any route, trip, or facility operated or supported by Sound Transit. The trip/route or facility may be operated or maintained by Community Transit, Everett Transit, King County Metro, or Pierce Transit. This process is applicable to all forms of communication: telephone calls, e-mails, letters, faxes, and in-person contacts.

Any customer comment received by a partner agency that requires a policy decision or an explanation from Sound Transit will be forwarded to the Sound Transit Customer Services Supervisor. Sound Transit will respond to all policy questions. If the partner agency is uncertain whether the question requires a response from Sound Transit, the partner agency will contact the Customer Services Supervisor to discuss the issue. When Sound Transit responds to a comment forwarded by a partner agency, a copy of the response will be sent to that partner agency.

Please refer to 2. Interagency Correspondence for additional information.

Routine Comments

These are non-emergency issues such as commendations, discourteous conduct, late operation, shelter location, and litter at a zone.

1. The agency follows existing agency procedures when processing comments expressed about a route, trip, or facility operated or maintained by the agency receiving the comment and routine comments regarding federally mandated accommodations such as stop announcement or lift operations.
2. The agency includes the item in its monthly report to Sound Transit.

Interagency Comments

These are routine comments received by one participating agency that are applicable to another participating agency (i.e. Pierce Transit receives a call regarding ST Route 550, a route operated by King County Metro for Sound Transit).

1. Politely explain that a different agency is responsible for the service and offer the toll-free phone number for a connection to that service.
2. If the caller insists that the information be taken, regardless of agency, send an email or complete an Interagency Transmittal Form with available information and email to the appropriate agency, identified in Partner Agency Contacts list.

Obtaining and relaying accurate information in a timely manner is essential to the success of this process. Agencies will provide information as it is/was relayed to them by the customer or person making the contact. It is incumbent upon the responsible (receiving) agency to re-verify the information relayed to them.

Urgent/Red Flag Comments

These are time sensitive or critical concerns expressed by a customer such as the report of an employee, while on duty, using or suspected of being under the influence of drugs or alcohol; the report of a threat from a driver toward a passenger; or the report of an assault by a driver toward a passenger.

ADA related comments require contact within 24 hours. These are comments from a customer with a disability regarding harassment, action by the operator such as routinely being passed up or accessible equipment not working.

Due to the nature of urgent/red flag comments, follow existing agency procedures and inform the Sound Transit contact listed below. For ADA issues contact Michael Miller or his designee within 24 hours from the receipt at the agency. These time sensitive or critical concerns require immediate notification.

Disability Civil Rights Complaints

In the event a partner agency receives a formal disability-related civil rights complaint about Sound Transit services or facilities from a local, state or federal agency, the partner agency will immediately contact Sound Transit. If the complaint is solely about Sound Transit services or facilities, Sound Transit will take the lead in responding to such complaints. The partner agency will participate by investigating the complaint and providing Sound Transit with a detailed response to the allegations. If the complaint involves services provided by both the partner agency and Sound Transit, both agencies will work cooperatively to investigate and provide a formal response (joint or separate, as appropriate) to the civil rights agency.

Risk Management Comments

These are comments involving a claim for damage or injury. Follow existing agency procedures and inform the Sound Transit contact as soon as possible.

2. Interagency Correspondence

Original date issued: 08/18/1999

Correspondence received and/or generated by Sound Transit and/or partner agencies will be processed using the following guidelines. This process shall be applied when a written acknowledgment to a letter, e-mail message, or fax is required or appropriate.

E-Mail Message and Letter Responses

Sound Transit and partner agency staffs are expected to respond to customers by email or letter, when appropriate, as soon as possible but no longer than 10 days from the receipt at the agency. If a customer response letter cannot be sent within the 10 day period, the response time can be extended using an interim response (letter) to the customer.

King County Metro will respond within 21 days from the receipt at the agency, but will attempt to respond to customer comments at their earliest opportunity. If a customer response letter cannot be sent within the 21 day period, the response time can be extended using an interim response (letter) to the customer.

When responding to customer concerns, Sound Transit and partner agency staff may choose to use the generic response, offer a routine or specialized response, or refer the e-mail/letter to a Sound Transit point of contact for response, as appropriate.

- When a definitive answer to a customer concern is not required or may not be available for an extended period of time, the generic response may be used to assure the customer their concern has been documented and that appropriate action is/will be taken. For example, a customer has sent an e-mail commending an employee or expressing concern about a future plan and the question may not be immediately answerable.
- If the generic response is used as an interim reply, ensure that the need for a follow-up reply is noted in your tracking system and forwarded to the customer in a timely manner.
- In some cases, providing a routine or specialized response may be appropriate. When doing so, follow existing agency guidelines and coordinate the response between agencies, as required, using the attached sample Interagency Transmittal Form as a guide for essential details to include.
- If the receiving agency is unable to provide a response and/or a response directly from Sound Transit staff or a partner agency is deemed appropriate, forward the e-mail requiring a response to the appropriate agency including essential details noted on the attached sample Interagency Transmittal Form.
- When e-mail is received from an official (i.e. member of County Council), process the concern following current agency guidelines. If it appears that several persons (internal or external to your agency) have been copied on the e-mail, inform the others that you are taking the lead and will respond, copying your response to each. Please ensure that your partner agency counterpart(s) is/are informed of the concern as soon as possible.

* At Sound Transit, specialized letters will be documented in the Sound Transit customer comment tracking database (CRM) and assigned a tracking number, point of contact, etc.

* The Sound Transit Customer Services Supervisor or Senior Customer Service Representative will assign and monitor due dates for correspondence received by Sound Transit.

Draft letters will be provided to/from internal sources or partner agency using the format/template provided by Sound Transit and e-mailed whenever possible to eliminate unnecessary printing and time delays. See the attached example for a typical response.

Upon approval, final letter will be signed by partner agency on behalf of Sound Transit. To avoid confusion, responses should indicate that, as a partner agency, you are responding on behalf of Sound Transit. Sound Transit will receive copy.

Routine letters are sent to customers in response to a letter, telephone call, e-mail, or fax that addresses non-sensitive routine items. The coordination of the response with another agency is not required for routine letters, but the customer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

Specialized letters are sent to customers in response to a letter, telephone call, e-mail, or fax, and internal or external coordination is required to complete the reply. These letters will usually address, but are not limited to, sensitive, urgent, and non-routine items, and the writer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

SAMPLE Interagency Transmittal Form

Below is a sample form for recording and transmitting customer comments on Sound Transit Service and Facilities.

Click or tab to the shaded areas to enter all available details received from the caller.

The customer's address and/or phone number are essential, as additional information may be required.

From: (check one)

Community Transit	<input type="checkbox"/>
Everett Transit	<input type="checkbox"/>
Kitsap Transit	<input type="checkbox"/>
Metro Transit	<input type="checkbox"/>
Pierce Transit	<input type="checkbox"/>
Sound Transit	<input type="checkbox"/>
WSF	<input type="checkbox"/>

To: (check one)

Community Transit	<input type="checkbox"/>
Everett Transit	<input type="checkbox"/>
Kitsap Transit	<input type="checkbox"/>
Metro Transit	<input type="checkbox"/>
Pierce Transit	<input type="checkbox"/>
Sound Transit	<input type="checkbox"/>
WSF	<input type="checkbox"/>

Received

Comment Taken By			
Date of Contact			
Time of Contact			
Via:(check one)	Telephone <input type="checkbox"/>	Letter <input type="checkbox"/>	In Person <input type="checkbox"/>
	Fax <input type="checkbox"/>	Email <input type="checkbox"/>	

Customer Information

Name			
Address			
City		State/ZIP	
Phone (home)			
Phone (work)			
E-mail			
FAX			

Incident Details

Incident Date	
Incident Time	
Incident Location	
Direction of Travel (Caller)	
Direction of Travel (Bus)	
Route #	
Vehicle #	
Driver Description	
Reply Requested (Y/N)	

Customer's Statement

--

3. Lost and Found

Original date issued: 08/18/1999

Lost and found items for Sound Transit ST Express bus service will be managed regionally and all partner agencies will handle Sound Transit lost and found items in their usual manner. Sound Transit is responsible for handling items found on Sounder commuter rail. However, King County Metro will update the Lost and Found database daily for items found on Central Link trains and Pierce Transit will handle items found on Tacoma Link light rail per the Tacoma Dome Station Agreement. Items found at bus platforms of joint facilities such as Sounder Stations (Sumner, Puyallup, Auburn and Kent) and the Federal Way Transit Center may be handled by the local agency.

Each partner agency will update their lost and found data per agency guidelines. Note that Community Transit does not use a database for lost and found items. The information for Saturday, Sunday and holidays will be available by 1 p.m. on the next service day.

General Procedure – St Express Bus

A customer who has lost an item contacts an agency.

If the item the customer lost was on ST Express Bus service provided by another agency, the agency taking the call provides contact information for the other agency to the customer, including the location, hours of service and telephone number. See the Customer Service Contacts list for Lost and Found Routing Contacts.

At times, the agencies may agree, due to the circumstances, that they will assist in the retrieving of the item and will determine what those arrangements will be.

Procedures for Emergencies or for Items of Significant Value

During the regular business hours of a partner agency you are trying to contact, do the following:

- First step: Call the partner agency contact listed on the Lost and Found Routing matrix above.
- Second step: If unable to reach the partner agency contact, call the partner agency Communications Center whose number is listed on the following page.
- The agencies will make arrangements for the item exchange with the customer and provide whatever assistance they deem necessary.

Partner Agency Communications/Control Center/Dispatch Phone Numbers

It is agreed among the partner agencies that the Communications Center contact numbers are confidential and for internal use only. They are not to be given out to non-agency staff.

Agency

Telephone Number

Community Transit Communications Control Center

(425) 348-7155

Everett Transit Scheduler's Office

(425) 257-8984 or pager (425) 388-2137 (after hours emergency calls to ET Route Inspector)

Pierce Transit Communications Center
 King County Metro Communications Center

(253) 581-8109
 (206) 684-1705

5. The agency will make arrangements for the item exchange for the customer and provide whatever assistance they deem necessary.

In order to provide customers with basic lost and found process information for a partner agency, the following matrix is provided as an overview of partner agencies Lost and Found processes.

Lost and Found Matrix

Process	CT	KCM	PT
Questions for caller	<ul style="list-style-type: none"> when did loss occur route number time and day where customer sat on bus 	<ul style="list-style-type: none"> when did loss occur what route valuable or non-valuable if valuable, where customer was sitting 	<ul style="list-style-type: none"> when did loss occur time/day what route where customer sat on bus
Regular	<ul style="list-style-type: none"> customer to arrange pick-up or send postage to CT and CT will mail the item RideStore, 20110 46th Ave W, Lynnwood, weekdays from 7 a.m. – 6 p.m., p.m. (425) 348-2350 	<ul style="list-style-type: none"> customer can pick up or trace bus for customer to meet King Street Center, 201 S. Jackson St. weekdays 8:30 a.m.-4:30 p.m., Mon-Fri. Closed 1-2 p.m. for lunch (206)553-3000 	<ul style="list-style-type: none"> customer pick up trace bus for customer to meet Bus Shop Tacoma Dome Station from 7:00 a.m. to 6 p.m. (253)581-8000, listen for Lost and Found Option
Emergency <ul style="list-style-type: none"> During Business Hours 	<ul style="list-style-type: none"> CSR will arrange to have a supervisor get item back to customer ASAP 	<ul style="list-style-type: none"> CSR contacts Control Center, who will contact the driver to locate the item customer has option of meeting bus and obtaining the item from the driver or waiting until the next day and picking it up Routine or emergency calls to Customer Information Office @ (206)553-3000 	<ul style="list-style-type: none"> contact dispatch (24 hr dispatch access)

Bikes	<ul style="list-style-type: none"> • Bikes are held for 10 days then taken to Sheriff 	<ul style="list-style-type: none"> • Bikes are sent to surplus, which holds them for 10 calendar days and then gives them to various charities 	<ul style="list-style-type: none"> • Bikes lost on the bus are turned in to our headquarters location 3701 96th St. SW Lakewood. After fourteen days, bikes are donated. The Property Room is open from 8 am to 4:30 pm on weekdays.
Retention Policy	<ul style="list-style-type: none"> • 30 days; then to Sheriff for additional 60 days 	<ul style="list-style-type: none"> • 14 calendar days 	<ul style="list-style-type: none"> • 14 days for non-valuable items • 28 days for valuable • prescription glasses and cell phones are donated to various charities.

General Procedure – Sounder Commuter Rail

1. Sounder lost and found items will be managed internally by the Sound Transit. Security officers on board the trains receive found items from the conductor and Amtrak cleaning crews. The items are logged and held for 10 days at the ST Security Dispatch Office, Union Station Concourse, 401 S. Jackson Street.
2. A customer who has lost an item contacts the ST Customer Service Office. Questions to ask the caller include:
 - When did the loss occur?
 - What train/time of day/direction of travel?
 - Seattle-Tacoma service or Seattle-Everett service?
 - Valuable or non-valuable item and description?
 - Where was customer sitting?
3. Sound Transit staff makes determination whether item was lost on Sounder train or bus and directs caller appropriately.
 - Customer Service Assistant may contact the Security Office to inquire if Sounder item has been received.
4. In special emergencies, other arrangements may be possible. The Customer Service Assistant may:
 - Arrange to have Sound Transit Security Officer, transit partner supervisor, conductor or staff get item back to customer ASAP, or
 - Contact BNSF/Amtrak to obtain item.

General Procedure – Central Link Light Rail

Central Link lost and found items will be managed by King County Metro Transit. Items are held at the King Street Center, 201 S. Jackson St., Seattle.

General Procedure – Tacoma Link Light Rail

Tacoma Link lost and found items will be managed by Pierce Transit. Security officers or Link operators will drop items off at Tacoma Dome Station. Items are held at the PT Bus Shop, 505 E. 25th Street, Tacoma..

4. TTY or TDD Calls

Original date issued: 08/18/1999

Per agreement in the Customer Services Committee of the Transit Integration Group, TTY or TDD calls may be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit.

Sound Transit's rider information number for hearing-impaired callers shall be TTY Relay: 711.

Sound Transit business hours are Monday-Friday, 7:00 a.m. -7:00 p.m. Messages received after business hours will be returned the next business day.

Agency	Phone
Community Transit	TTY 711/(425) 353-7433
King County Metro	TTY 711/(206) 553-3000
Pierce Transit	TTY 711/(253)-581-8000

5. 888 Rider Information

Original date issued: 08/18/1999

Per Agreement in the Customer Service Committee of the Transit Integration Group, toll free rider information calls will be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit. The toll free number shall be (888) 889-6368.

ST Express call routing

Sound Transit's main menu option for ST Express shall direct callers to the appropriate transit partner as follows:

Thank you for calling the ST Express customer service line.

- If you ride buses – or your trip starts in – Snohomish County – press 1.
- If you ride buses – or your trip starts in – King County – press 2.
- If you ride buses – or your trip starts in – Pierce County – press 3.
- Press 9 to return to the main menu.

6. Free Ride Tickets

Original date issued: 06/08/2001

Purpose

For both marketing promotions and customer service resolution, partner agencies may from time to time distribute Free Ride Tickets.

Free ride tickets are an important part of the effort to promote the benefits of travel using the seamless transit system. Partner transit agencies may distribute them to businesses for their Commute Challenges. Sound Transit will develop joint opportunities with partner transit agencies to increase awareness of local bus, ST Express bus, Sounder commuter rail and Central Link light rail services.

Free Ride Tickets are also an important part of settling complaints, appeasing disgruntled customers and assisting customers who may have been inconvenienced due to a service interruption.

Types of Free Ride Tickets

There are three types of Sound Transit Free Ride Tickets. All tickets are void after December 31 of the calendar year in which they are issued, and they are valid only for the service mode specified on the ticket:

- ST Express free ride ticket is valid for one trip on regular ST Express with no zone or time restrictions.
- Central Link free ride ticket is valid for one round trip only on the date entered on the ticket.
- Sounder free ride ticket is valid for one round trip only on the date entered on the ticket.

Procedures for Annual Free Ride Ticket Distribution

1. By the end of the third quarter of each year, agencies will be asked to count the number of Sound Transit Free Ride Tickets they have on hand as part of an effort to estimate their usage rate for that year.
2. The Sound Transit Customer Service Manager will determine the number of ST Express, Central Link and Sounder free ride tickets that will be distributed to each of the partner agencies for marketing promotions and customer service functions throughout the following year.
3. Sound Transit will contact the Marketing Department of King County Metro to order the free ride tickets. Artwork will be provided by Sound Transit, and King County Metro will be responsible for producing the tickets. King County Metro will bill Sound Transit for the cost to produce the tickets.
4. Members of the Customer Service Transit Integration Group (TIG) will appoint one representative from each agency to be responsible for receiving the tickets. That list is updated on an as-needed basis. (See "Free Ride Tickets – Contacts to Receive Annual Ticket Allotment" in the Customer Service Contact list.)
5. Sound Transit's Customer Service designated representative will arrange for delivery of the tickets to each agency representative.
6. The person receiving the tickets will also be responsible for distributing them to the appropriate people in their agency and making subsequent requests for tickets should it be necessary.

5. If the initial annual allotment of Free Ride Tickets runs out, additional tickets may be distributed to the agencies upon request in accordance with the procedures listed below.

Procedures For Requesting Tickets After Initial Allotment

1. Once the initial allotment has been used, requests for additional free ride tickets, may be made using Sound Transit's Free Ride Tickets Request Form (Attached).
2. Because there is no guarantee a request will be granted, requestors should submit appropriate paperwork 8 to 10 days prior to the date needed. Requests submitted after 2:00 p.m. will be logged in as received the following day.
3. The ST Senior Customer Services Representative will be responsible for ensuring that the request form and supporting documentation are complete when submitted for review.
4. The tickets are fare media and will not be sent by mail. The ST Senior Customer Service Representative will arrange with the requestor ticket pick-up.

Appeal Process

Sound Transit reserves the right to refuse to issue Free Ride Tickets. Staff will review all requests, and Sound Transit's Customer Service Supervisor will notify the requestor if the agency is not able to fulfill the request.

1. If a request is denied and the requestor wants to appeal the decision, the requestor must contact the Sound Transit Customer Services Manager.
2. The Customer Service Manager will review the request and notify the requestor of the final decision.

Roles and Responsibilities

Sound Transit will be responsible for tracking the distribution of tickets.

Partner agencies will be responsible for tracking their allotment of tickets including reason for distribution of tickets

Partner agencies are required to destroy tickets received through the fare box.

Expiration

One week following the expiration date, Dec. 31, undistributed tickets should be counted and destroyed by the recipient agency. Undistributed tickets counts should be forwarded to Sound Transit's Senior Customer Service Representative via email.

REQUEST FORM

FREE RIDE TICKETS

Today's Date: _____

Date needed: _____

Your Name: _____ **Phone Number:** _____

Agency: _____ **Dept:** _____

Event & location (if applicable): _____

Type and Number of Free Ride Tickets Requested:

- ST Express bus** # _____
- Central Link light rail** # _____
- Sounder commuter rail** # _____

Purpose/Use (please check all that apply):

- | | |
|------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Customer relations | <input type="checkbox"/> Employer outreach |
| <input type="checkbox"/> Marketing/Promotion | <input type="checkbox"/> Outreach/transit training |
| <input type="checkbox"/> Operations & service related | <input type="checkbox"/> Ticket vending machines/refunds |
| <input type="checkbox"/> ORCA | <input type="checkbox"/> Emergencies/natural disasters |

Other (please specify):

- Forward this completed form to Sound Transit's Senior Customer Service Representative or Supervisor for authorization at: main@soundtransit.org .
- Allow a minimum of 8 - 10 workdays for authorization and processing.

Contact Sound Transit's Customer Service office a minimum of two (2) days prior to the date you need the tickets to arrange for picking them up. (Tickets cannot be sent through interoffice mail.)

7. Publication Review and Distribution Process

Original date issued: 06/27/2007

Sound Transit and the partner agencies produce rider information to post at facilities, on board vehicles and online. This procedure outlines the steps to produce accurate and timely information through the review, production and posting process. This process is applicable to production, review and distribution of service information, promotional material, changeable information at bus stops, coach posters and online rider information.

Production Schedule

For the production of the Ride the Wave Guide, it is imperative that Sound Transit receives the final bus schedules 12 weeks prior to service change. The Sound Transit Rider Information Coordinator will forward (via email) the delivery date to the designated personnel of the appropriate agency, in the Customer Service Contacts for ST Express Policies and Procedures under Production Schedule Contacts. Partner agencies should either confirm or arrange a mutually agreed upon alternate delivery date. Failure to receive the bus schedule in a timely manner compromises the ability to meet the production schedule for Sound Transit publications.

Review Process

Sound Transit and the partner agencies will review publications containing service information and/or references to their agency's service. Review will be conducted in a timely manner to meet identified production and posting timelines. The production timeline, identifying routine documents for Sound Transit service, will be provided to partner agencies annually with review deadlines included. The timeline is a working document that includes Ride the Wave Guide, service change brochure, rider alerts, holiday and promotional materials. The timeline also includes posting assignments clarifying who will post and/or distribute materials. Unanticipated rider information such as bus stop signs to identify closure due to an accident or construction will be handled by the partner agencies as needed, with the opportunity for Sound Transit review. Sound Transit must approve the final language of the alert.

Naming Convention

Naming convention will be followed when referring to Sound Transit or partner agency services. Rider information materials will be reviewed as identified in **REVIEW PROCESS** (above). Bus stop flags and map convention may be modified upon review, due to space constraints.

Agency	Service
Sound Transit	Sound Transit, ST logo, www.soundtransit.org
	ST Express regional bus, ST Express bus, ST Express, ST 586, bus icon
	Souder commuter rail, Souder train, Souder, commuter rail icon
	Central Link light rail, Central Link, Link, light rail icon
	Tacoma Link light rail, Tacoma Link, Link, light rail icon
Community Transit	Community Transit, CT logo, www.communitytransit.org
King County Metro	King County Metro Transit, King County Metro, Metro Transit, Metro, Metro logo, RapidRide, RapidRide A Line, A Line, Metro Online www.kingcounty.gov/metro
Pierce Transit	Pierce Transit, PT logo, BusPLUS, www.piercetransit.org

Signage convention for Sound Transit facilities is defined in the Sound Transit Signage and Design Manual.

Distribution

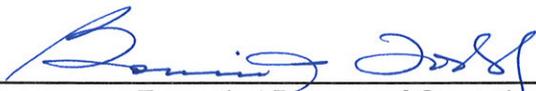
The partner agencies distribute Sound Transit's rider information materials at facilities, on board vehicles and at public outlets. Sound Transit will review the list of public outlets annually and update, if applicable, with each partner agency.



Fares

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014



Executive Director of Operations



Date

These ST Express Policies and Procedures are reviewed and updated by the *Fares* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Customer Service.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/ Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations		
			Fares	Fares

Additionally all staff contact lists that had been embedded in the old polices and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above.
1	February 2014	Minor change adding school pass program to Youth Fares.

FARE STRUCTURE

ST Express fare structure is determined by two factors: 1) customer category and 2) whether a trip spans a single county or multiple counties.

There is no peak/off-peak or time-based fare criteria for ST Express fares.

Customer Category

Children:	age 0-5 (ride free with paying passenger)
Youth:	age 6 to 18, or as qualified through a school pass program
Adult:	age 19 to 64
Senior/Disabled:	age 65 or older, or qualifying condition*

*Age 65 or older, or qualifying condition. Rider must have a valid Regional Reduced Fare Permit to show eligibility for the Senior/Disabled Fare.

Single County or Multiple Counties

The Sound Transit service area covers three counties

- Snohomish County
- King County
- Pierce County

Fares are determined by travel within a county or across county lines. See Exhibit A for map illustrating county boundaries.

ST Express Bus Fares

The table below shows the required cash fare for single county and multi-county bus trips for each customer category:

Customer Category	One-county fare (within one county)	Multi-county fare (across county line[s])
Children	Free	Free
Youth	\$1.25	\$2.50
Adult	\$2.50	\$3.50
Senior/Disabled*	\$0.75	\$1.50

* Requires Regional Reduced Fare Permit.

FARE MEDIA

All ST Express buses accept cash, ORCA cards, customized ORCA ID cards and all Sound Transit issued fare media. Sound Transit accepts some partner agency tickets on routes operated by those partners.

Please refer to Attachments 1-3 for graphical representation of the fare media accepted by each partner agency.

Customized ORCA ID Cards

At present there are three kinds of customized ORCA ID cards: King County, the Ed Pass (for Edmonds Community College) and the Husky Card (for University of Washington). All three passes include a photo on the card, and the photo must match the person presenting the ID.

Regional Reduced Fare Permits (RRFP)

To receive a reduced fare, a person must have a Regional Reduced Fare Permit. RRFP cards can function as ORCA cards that allow for reduced fare payment when they have the ORCA logo on them and are loaded with either a pass or an e-purse. The RRFP can be non-ORCA cards and function as permits only, not valid fare, but will allow the holder to pay reduced cash fare.

Medicare cards no longer serve as permits for reduced fare.

Additionally a person with a RRFP may have one personal care attendant (PCA) ride for free with them. The reduced-fare passenger must have an RRFP with "PCA" on the card. A RRFP ORCA card with PCA on it is used for both the disabled person and the PCA. The PCA must get on and off with the reduced-fare passenger.

See Exhibit B for a full description of various RRFP permits and functionality.

Partner Agency Tickets

Sound Transit accepts some tickets issued by partner agencies on routes operated by those agencies. This includes juror tickets, but excludes special, non-retail tickets such as promotional tickets. Sound Transit accepts the following until further notice:

- **King County Metro Tickets.** Valid only on ST Express buses operated by King County Metro and on those services Pierce Transit operates in King County that were formally operated by KCM. see Attachment 2
- **Community Transit Tickets.** Valid only on ST Express buses operated by Community Transit. see Attachment 3

Non-valid Partner agency tickets

KCM Vanpool Passes, KCM's Family Plan, and other non-ST agency-specific fare payment are no longer valid toward payment of fare on Sound Transit service.

Partner Agency tickets have no value on Sounder commuter rail or on Central Link light rail.

Free Ride Tickets and Complimentary Day Passes

Sound Transit has:

- One way ST Express tickets
- Complimentary Day Passes for Sounder, Link or ST Express (single mode only). See Attachment 1-3
- All ST Service Day Pass (inclusive of Link, Sounder, and ST Express)

Sound Transit produces free ride/complimentary tickets and passes and distributes them to customers and partner agencies. Agency staff will track and distribute the free ride tickets to appropriate staff and customers. For more information on how Free Ride Tickets are handled, see Customer Service ST Express Policies and Procedures, Section 6.

Free Ride Tickets are distributed for the following agency purposes:

- Transit promotional and marketing campaigns
- Educational outreach and transit training activities
- Demonstration of transit services and facility tours hosted by Sound Transit or local transit agencies
- Customer complaint resolution

Sound Transit Bulk Pass Sales Program

Sound Transit Day Passes are presently sold in bulk to anyone who purchases 20 passes or more. Passes sold include ST Express day pass and All Sound Transit Service Pass. They can be dated, or sold to the customer who fills in date before distribution.

Law Enforcement Officers

All law enforcement/peace officers ride free in uniform, with badge and/or identification. (Includes Washington general authority or federal law enforcement agencies).

Animals On Board

Service animals are allowed on Sound Transit buses and trains. Pets may ride if they are carried in small containers. Both service animal and pets ride free. For more information about animals on board Sound Transit services, see Operations ST Express Policies and Procedures, Section 2.

Ticket Vending Machines (TVM's)

Ticket vending machines currently issue single-trip and round-trip tickets for Sounder commuter rail and Link light rail only. These tickets are not valid on ST Express bus service.

Transfers

Sound Transit no longer issues or accepts paper transfers.

Customers using an ORCA card have a two hour transfer window. This means full credit for any fare paid will be applied toward any other fare payment for two hours. Customers without an ORCA card or other pre-paid fare media must pay for each trip with cash, at the farebox.

Exhibit A
County Boundaries

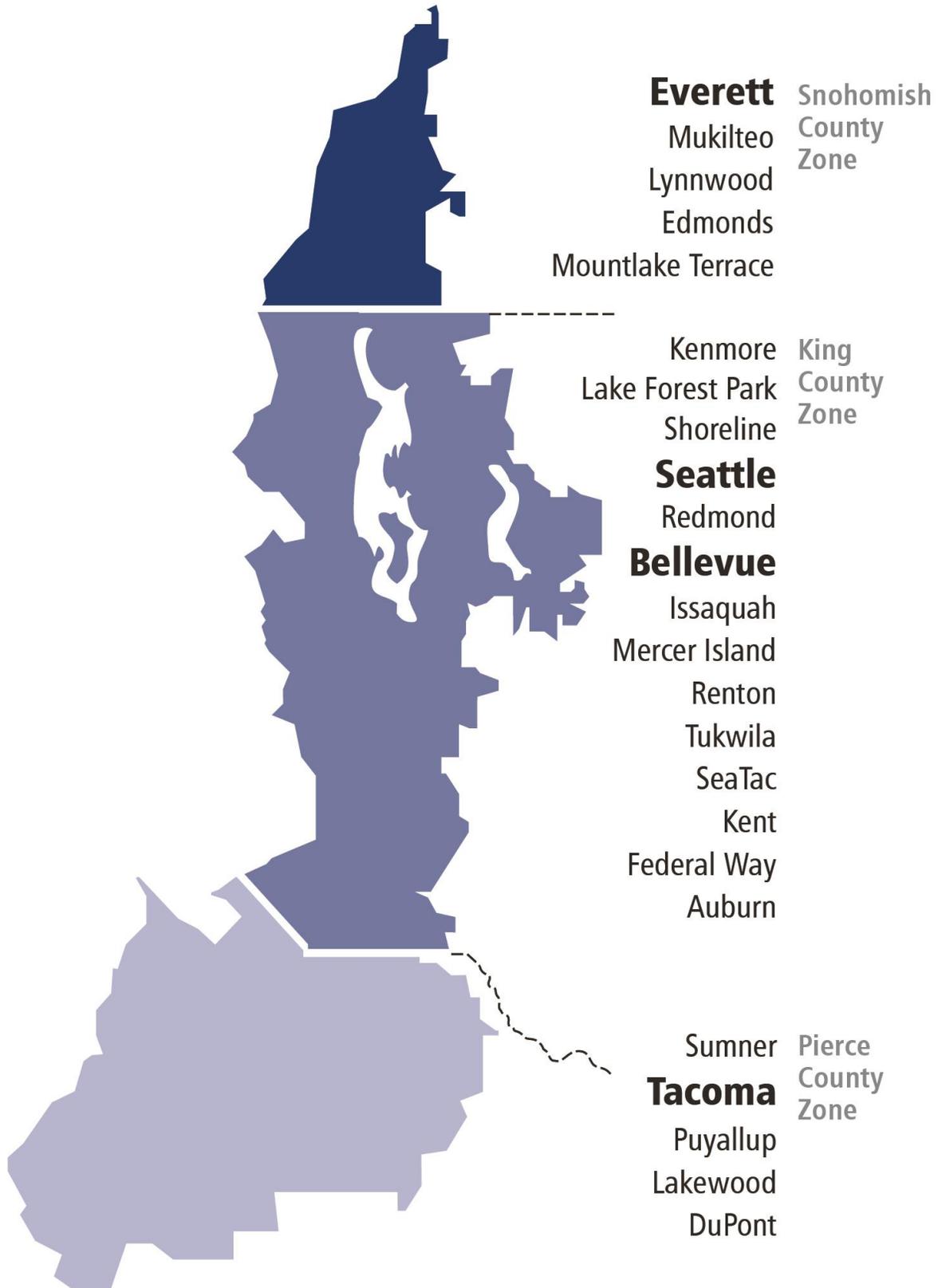
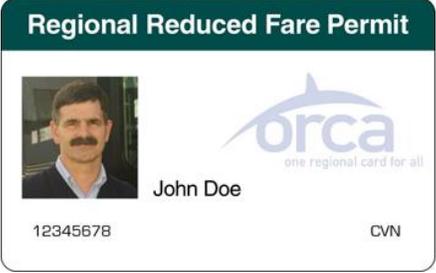
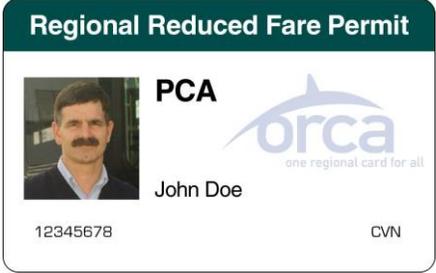


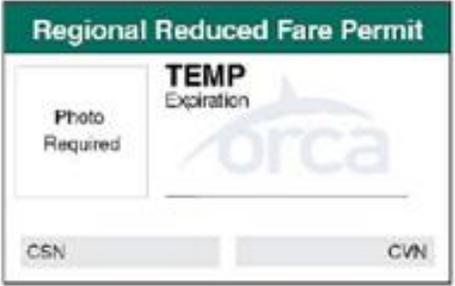
Exhibit B
Regional Reduced Fare Permits (RRFP)
ORCA cards: Senior, Disabled, Temporary and
Personal Care Assistant

RRFP cards function as ORCA cards and permits allowing for reduced cash fare payment (minimum of 50% discount.)

Forms and criteria for eligibility can be obtained at:

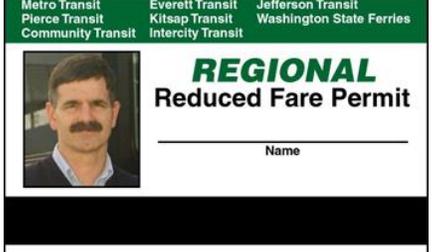
<http://www.soundtransit.org/Fares-and-Passes/Types-of-fares/Regional-Reduced-Fare-Permit>

	<p>RRFP ORCA Card - Disabled Riders under 65, (Plastic with RFID chip) If used as an ORCA card can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>To obtain this card the rider must visit a customer service center to verify eligibility.</p>
	<p>RRFP ORCA Card - Personal Care Attendant (w/PCA text) One card with "PCA" on card is used for the both disabled person and their personal care attendant:</p> <ul style="list-style-type: none"> • The disabled rider must have a pass or e-purse value on card, or ticket <p>The personal care attendant (PCA) can ride for free with fare-paying card holder. The PCA must get on and off with the reduced-fare passenger. To obtain this card the rider must visit a customer service center to verify eligibility.</p>
	<p>Senior RRFP Available to those 65+ riders. Can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>Senior RRFPs can be obtained either in person or by mail. Pictures are not required for the Senior RRFP.</p>

	<p>Temporary RRF For these temporarily disabled. Note expiration date. Can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>To obtain this card the rider must visit a customer service center to verify eligibility.</p>
-----------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Non-ORCA RRF Cards

Senior or Disabled permit, and Legacy/Older RRF Permits

	<p>Senior or Disabled – permit only These will be a valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. Not valid as fare.</p>
	<p>Older Non-ORCA Sr or Disabled permit These will be valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. All passes have expired. Not valid as fare.</p>

Additional media accepted by PT, CT, KCM operated ST Express, see Attachments 1- 3

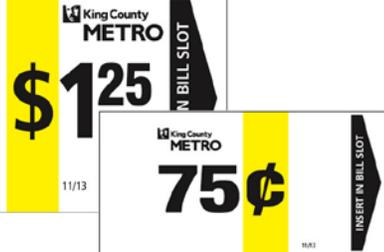
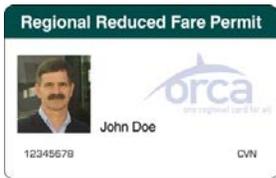
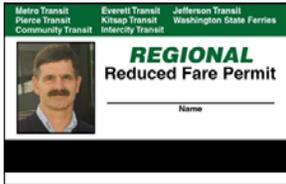
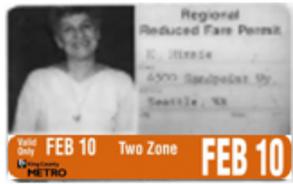
ST Express Bus Fare Media

Pierce Transit 

Pierce Transit operated ST Express buses - Following fare media accepted on ST Express buses operated by Pierce Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment.

Pierce Transit operated ST routes: 560, 566/567, 574, 577/578, 586, 590, 592, 593/594, and 595/596

Acceptable fare media:

			
<p>Cash Insert at farebox</p>	<p>ORCA Tap at card reader</p>	<p>*EdPass/ ORCA card See notes - Tap at card reader</p>	<p>KCM Juror Tkt (farebox) (Rt 560,566/567, 577/578 only)</p>
			
<p>KCM COMBO ID & ORCA Cards Tap at card reader</p>		<p>back</p>	<p>KCM Tkts (Rt 560, 566/567, 577/578 only) Insert at farebox</p>
			
<p>ST All Service Pass Paper flash pass</p>	<p>ST Express Bus One Way Tkt Insert at farebox</p>	<p>ST Express Day Pass Paper Flash pass</p>	
			
<p>RRFP permit & ORCA card Disabled, Sr, PCA, Temp Tap card or show as permit No Photo Req'd for 65+, Srs</p>	<p>Non-ORCA RRF Permit- Not valid fare Show as permit</p>	<p>Older RRF Permit All pass stickers expired Not valid fare Show as permit</p>	

Not accepted: Transfers from any agency, or tickets from ET or CT

Revised 1/2014 update janine sawyer

Please NOTE:

- An Access pass is available only on an ORCA card.
- *The [EdPass/ORCA](#) functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

ST Express Bus Fare Media



King County Metro

King County Metro operated ST Express buses - Following are fare media accepted on ST Express buses operated by King County Metro. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). As of 6/11, Medicare cards no longer accepted as proof for reduced fare payment.

King County Metro operated ST Express routes: 522, 540, 542, 545, 550, 554, 555, 556

Acceptable fare media:



Cash

Insert at farebox



KCM Ride Free Ticket

Insert at farebox (yellow=foil)



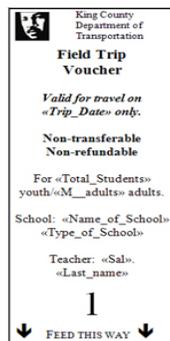
KCM ID & ORCA Cards

Tap at card reader



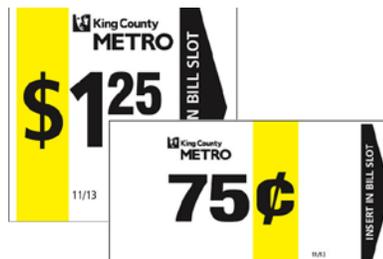
King County Juror Ticket(s)

Insert at farebox



Group Field Trip

Insert at farebox



KCM Tickets

Insert at farebox (yellow=foil)



ST Express Day Pass

Paper Flash pass



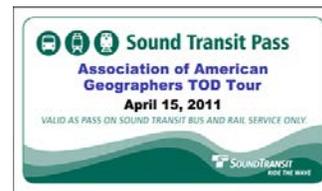
EdPass for Edmonds CC

Same as ORCA Card: Tap at card reader



ST Express Free Ride Tkt

Insert at farebox



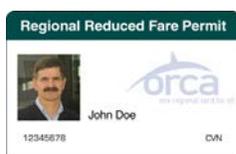
ST All Service Pass

Paper Flash pass

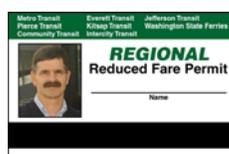


ORCA CardRRFP & ORCA Card

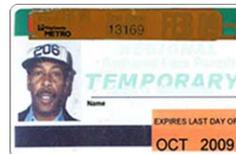
Tap at card reader



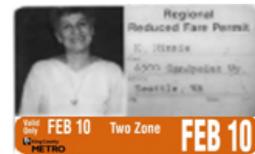
Disabled, Sr, PCA, Temp
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRFP Permit- Not valid fare**



***Non-ORCA Temp RRFP Sticker= expiration date**



***Legacy RRFP Permit All pass stickers expired**

*Above cards are not valid fare – Show as permit only

Please note:

- The [EdPass/ORCA](#) functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

ST Express Bus Fare Media



Community Transit

Community Transit operated ST Express buses - Following are fare media accepted on ST Express buses operated by Community Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment. As of 9/29/12, the Ride Free Area will end.

Community Transit operated routes: 510, 511, 512, 513, 532, 535.

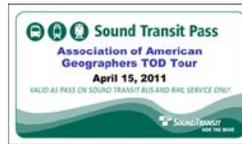
Acceptable fare media:



Cash
Insert at farebox



ORCA
Tap at card reader



ST All Service Pass
Paper Flash Pass



ST Express Day Pass
Paper Flash Pass



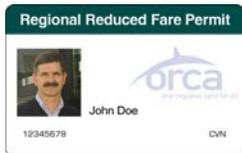
CT TKTS (multi-color)
Insert at farebox



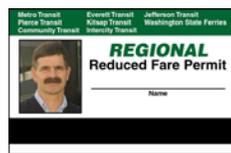
CT Human Services TKT
Insert at farebox



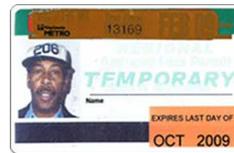
ST Express Free Ride Tkt
Insert at farebox



RRFP & ORCA Card Disabled, Senior Temp or PCA
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRFP Permit- Not valid fare**



***Legacy Non-ORCA RRFP Sticker= expiration date**



***Legacy Non-ORCA RRFP All pass stickers expired**

*Above cards are not valid fare - permit only



KCM ID & ORCA Cards
Paper Flash pass

Not accepted: Transfers from any agency, or Tickets from ET or PT

Revised 1/2014 janine sawyer

- An Access pass is now available only on an ORCA card.
- The EdPass/ORCA* functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

Exhibit K: Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage (SAMPLE ONLY)

Service Change Information

- Pierce Transit installs and maintains (at each service change, and as needed) changeable **bus** information, and Sound Transit-produced “welcome” posters and system maps in ST information Display Cabinets in Pierce County in accordance with ST signage design standards. See location-specific details in chart below.
- Sound Transit provides, at each service change and as needed, ready to install changeable information for ST information Display Cabinets to include area maps, system maps, where applicable, in accordance with ST signage design standards.
- Sound Transit produces and installs its Direct Mount, adhesive information displays, regardless of content (maps, schedules, etc) on its Direct Mount Panels.
- Sound Transit produces and installs Tacoma Link and Sounder signage.

KCM installs and maintains over 4,000 schedules that are refreshed three times a year (February, June & September), including schedules for Sound Transit, Community Transit, Pierce Transit and Sound Transit.

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Ash Way Park and Ride										
Auburn P&R		566		KCM schedules, KCM large posters	KCM	KCM	KCM			KCM creates, designs & prints schedules of 566 service. Dims: 2.5" x 21" .
Auburn Sounder Station	497	566, 578		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedules of 497 & 566 service. Dims: 2.5" x 21". KCM creates & posts large posters. Dims : 17" x 44"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Bellevue Transit Center		566		KM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" and 17x44 . KCM posts.
Bonney Lake P&R		596		PT	PT	ST	ST	ST	PT	Per ST/PT Task Order 25: PT creates, designs, prints & posts ST schedules. ST provides area map and welcome posters. Dims: 17"x 44.5"
Burien Transit Center		560		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs, prints & posts schedules for 560 service. Dims: 2.5"x21" and 5.5"x35".
Canyon Park Ped Bridge		532 535		ST	ST	ST	ST	ST	ST	
Canyon Park Park and Ride										
Commerce	2, 11, 16, 41, 42, 45, 48, 57, 102, 400, 500, 501	590, 594	603, 605, 612	PT	PT	PT	PT			PT creates, designs, prints & posts PT, IT & ST schedules. Dims: 17" x 44" Locations: Zones D, G, H, J.
DuPont Station & P&R		592		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts ST schedules. ST provides area & welcome posters. Dims: 17" x 44"
Eastmont	ET - 29	513		CT	CT	CT	CT	CT	CT	

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Federal Way TC	402, 500, 501	574, 577, 578		PT	KCM	KCM	KCM	KCM	KCM	PT creates, designs, prints & posts PT mid-sized schedule that includes ST 574. Dims: 8.5" x 21". KCM prints and posts mid size & large format schedule posters for KCM & ST Routes 577 & 578. Dims: 17" x 44"
International Blvd & S 188 th St		560, 574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor, except for Rt 560. Various sizes. KCM posts. Dims: 2.5" x 21" and 5.5" x 35" KCM designs, prints & posts 560 schedules.
Kennydale Frwy Stations		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5"x21".
Kent Des Moines Fwy Stations		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. Dims: 8.5" x 21"
Kent Sounder Station		566		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" & 17"x44". KCM posts.
Kimball P&R	100, 102	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims" 17" x 44". (Yellow bus stop flags only here)
Lakewood Sounder Station	51, 300, 475	592, 594	603, 605, 612, 620	PT	PT	ST	PT/ST	ST	PT	PT creates, designs, prints & posts PT & ST schedules. ST provides additional area map & welcome posters. Dims: 17" x 44"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Lakewood TC	2, 3, 48, 51, 202, 204, 206, 212, 214	574		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims: 17" x 44" (Yellow bus stop flags only here)
Montlake Freeway Station										
Mountlake Terrace										
Lynnwood Transit Center	CT – 112, 113, 115, 110, 120, 130, 201, 202, 402, 417, 421, 422, 425, 810, 821, 855	511, 512, 535		ST	CT	ST	CT	CT	CT	
Newport Hills P&R & Freeway Station		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5"x21".
Overlake TC & NE 40 th Freeway Stations		566, 567		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" . KCM creates & posts large format posters.
Pacific Ave stops between 9 th & 24 th in Downtown Tacoma	1, 3, 13, 14, 41, 42, 48, 53, 102, 400, 500, 501	590, 594	603, 605, 612	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts PT , IT, & ST schedules along this corridor, . Dims: 17" x 33"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Purdy P&R	100, 102	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims" 8.5" 14"
Puyallup Sounder Station	400, 402, 409, 495, 503	578		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts PT & ST bus schedules . ST provides additional area map & welcome posters. Dims: 17" x 44"
Renton Transit Center and Park Ave in Renton		566		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" and 5.5"x35" . KCM posts.
Sea-Tac Link Station on Hwy 99		574		PT	KCM	ST	ST			PT and KCM creates, designs & prints mid-size layout. Dims: 8.5" x 21" . KCM posts.
Sea-Tac Airport		574		PT	KCM	KCM	KCM			PT creates, designs & prints 2 sizes of ST schedules along this corridor. KCM posts. Dims: 2.5" x 21" and 5.5" x 35"
Seattle 4th Ave Bus Stops Northbound		577, 578, 590, 592, 594, 595		KCM	KCM	KCM	KCM			KCM produces and installs 5.5"X35" schedules
Seattle 2nd Ave Bus Stops & Southbound SODO Bus Way		590, 592, 594, 595		PT/KCM	KCM	KCM				PT creates, designs, prepares pdf files of ST service for 2nd Ave kiosks. Dims: 5.5" x 35". PT prints ST schedule for Bus Way stop. Dims: 2.5" x 21" KCM posts.
South Everett Freeway Station	ET - 29	510, 512, 532		ST	ST	ST	ST	ST	ST	

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
South Hill P&R	400, 495			PT	PT	ST	ST			PT creates, designs, prints & posts schedules. ST provides area map & welcome posters. Dims: 17" x 44"
South Tacoma Sounder Station	475			ST	ST	ST	ST	ST	N/A	ST produces Sounder signage. For Rt 475, PT creates, designs, prints & posts the on-street 8.5"x14" schedule.
Star Lake Fwy Stations		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. Dims: 8.5" x 21"
Sumner Sounder Station		578, 596		PT	PT	ST	PT	ST	PT	PT creates, designs, prints & posts ST bus schedules. ST provides additional area map & welcome posters. Dims: 17" x 44"
Tacoma Dome Station	1, 13, 14, 41, 102, 400, 490, 500, 501	574, 586, 590, 594	603, 605, 612	PT/IT	PT	ST	ST			PT creates, designs, prints & posts schedules that include PT, IT & ST service. ST provides additional area map & welcome posters. Various sizes.
Tacoma Mall Transit Center	3, 52, 53, 54, 55, 56, 57, 300		620	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts schedules that include PT & IT service.
TCC Transit Center	1, 2, 10, 16, 28, 52, 53, 100	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims: 17" x 44"
UW Seattle Stops		586		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules for 586 corridor in UW district. KCM posts. Dims: 5.5" x 35"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
512 P&R	204, 300	574, 592, 594	603, 605, 612, 620	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts schedules that include PT, IT & ST service. Dims: 17" x 44"
Canyon Park Bay #3		532, 535		ST	ST	ST	ST	ST	ST	
Edmonds Transit Center		N/A		ST	CT	CT	CT	CT	CT	
Contacts:										
Sound Transit (ST)	Toni DeSantis		toni.desantis@soundtransit.org							
	Michael Miller		michael.miller@soundtransit.org							
King County Metro (KCM)	Terri DiMartino		terri.dimartino@kingcounty.gov 206-477-6090							Oversees KCM Schedule Holder Program including single, midsize and RapidRide stops schedule information, holiday, fares, Ride Right, Night Stop and Customer Service phone numbers and Web site address.
	Michael Blondin		michael.blondin@kingcounty.gov 206-477-6088							Oversees KCM Information Sign Program, inside stop at SeaTac Airport, downtown Seattle bus stops and bus stop panel signage. Coordinates w/ ST/PT/CT on producing and installing ST schedules for ST facilities in King Co.
	Dave Korthals		david.korthals@kingcounty.gov 206-477-5776							KCM South District Facility Planner. Oversees information

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
										on bus stop flags, locations of bus stops and facility issues.
Intercity Transit (IT)	Donna Feliciano		dfeliciano@intercity.com							
Pierce Transit (PT)	Ozzie Rico		orico@piercetransit.org							
	Ben Han		bhan@piercetransit.org							
	Barb Hiatt (ST Liaison)		bhiatt@piercetransit.org							
Community Transit (CT)	Tony Smith		Tony.smith@commtrans.org							

Note: When ST has large ride guide posters ready, Toni DeSantis lets Barb Hiatt know. Barb then arranges for the Seattle Sup to pick up and deliver to Ozzie Rico in PT Marketing. Ozzie arranges postings with PT Facilities department.

sign styles

Single 2.5" x 21"

Mid 8.5" x 21"

Information Sign Schedules:

5.5" x 35"

H Sign 17"x 44"

Exhibit L: Good Neighbor Policy

Background

This paper describes an approach to funding the ongoing costs of facilities. Ongoing facility costs have been defined as:

- Daily, routine operating and maintenance costs (trash, cleaning shelters);
- Mid-life costs (e.g. pavement sealing, roof coating), and;
- Major asset replacement (rebuilding transit center at end of useful life).

The policy was finalized for acceptance by the Transit Integration Group on September 21, 2000.

Guiding Principles

Guiding principles have included developing an approach that is:

- Fair,
- Consistent with Sound Move's assumption that SM funding is meant to be additive and not a mechanism for spreading existing costs,
- Simple and does not require significant staff time to track and monitor resulting agreements.

Park-and-Rides, Hubs, Transit Centers

Since ST will be using facilities owned and maintained by others, and vice versa, the proposal is to extend the "good neighbor" policy that is currently in effect among the region's transit agencies. Simply stated, each agency covers the facilities costs (daily O&M, mid-life costs, asset replacement) of its facilities even though others may use the facilities.

Souder and Link Stations

Both bus and rail agencies will use these stations. ST will fund most construction costs of bus facilities associated with rail stations. If others request driver comfort stations funding will be provided by the requesting agency. If public restrooms are requested at an ST facility, ST Board policy calls for all agencies and/or jurisdictions using the facility to share both construction costs and ongoing O&M costs. Souder and Link will pay the facilities cost (daily O&M, mid-life costs, and major asset replacement) of the rail facilities we own. ST and the transit agencies will negotiate cost sharing arrangements at these facilities when necessary and appropriate.

Major multi-modal Stations (Tacoma Dome and Everett)

These facilities will be used by multiple agencies. ST assumes that all agencies using these facilities will agree to share in the proportional costs (daily O&M, mid-life costs, and major asset replacement) of the transit portion of these facilities.

Replacement/Expansion Facilities

If Sound Transit funds the replacement or expansion of an existing transit agency facility, ST assumes that it will contribute capital costs and the transit agency will cover ongoing facility costs at the previous level. ST will cover additional ongoing facility costs above those currently being paid. The appropriate parties will develop a capital investment plan outlining opportunities for reinvestment of surplus property. In cases of replacement, the transit agency will consult with ST when developing its plan for reinvestment of surplus property.

Bus maintenance facilities/Operating Bases

As ST Regional Express buses will be using these facilities, daily O&M costs will be included in the cost per hour in the service agreement. Some of the mid-life costs and asset replacement will be shared proportionately. ST will be treating this as a capital expense and will fund this from Regional Bus maintenance facility funds.

Exhibit M: Insurance & Risk Management Program

1.0 Liability Insurance Coverage

- A. The County will maintain a fully-funded self-insurance program as defined in King County Code 2.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The County will maintain, through its self-insurance program or an alternative risk of loss financing program, coverage for its liability exposure, including indemnity obligations to Sound Transit, with regard to the County's acts and omissions in its performance under this Agreement. The County will provide Sound Transit with a letter of self-insurance confirming that the County maintains a self-Insurance program as adequate proof of liability coverage and provide Sound Transit with at least 30 days prior written notice of any material change in the County's self-insurance or alternative risk of loss financing program.
- B. Sound Transit further acknowledges that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add Sound Transit as an additional insured.
- C. If the County elects to terminate its self-insured status and/or secure commercial liability coverage for this activity, the County will promptly notify Sound Transit and provide a certificate of insurance evidencing such coverage. The County's policy shall name Sound Transit as an "additional insured," and the County's policy shall be primary and non-contributory to any coverage maintained by Sound Transit. The County will waive all rights of subrogation against Sound Transit for all claims by third parties arising under this Agreement and covered by the commercial liability coverage secured for this activity.
- D. Coverage, if obtained by the County in accordance with this section, shall not be deemed as limiting the County's liability.
- E. The cost of including the County's activities under this Agreement in its self-funded program or alternative risk of loss finance program shall be included in the calculation of the service rates and shall be subject to reconciliation adjustment as part of the Annual Review.

2.0 Property Insurance Coverage

- A. The County shall include the buses and equipment provided by Sound Transit and designate Sound Transit as a loss payee in any property damage insurance coverage that the County maintains for its vehicles and equipment.
- B. The cost of obtaining such coverage and the uninsured costs to the County of repairing vehicles and equipment used in the performance of the County's activities under this Agreement shall be included in the calculation of the service rates and shall be subject to reconciliation

adjustment as part of the Annual Review.

- C. In the event a Sound Transit vehicle is so damaged that Sound Transit determines to replace it rather than have the County repair it per Section 8.3.3, such replacement vehicle shall be procured by Sound Transit at Sound Transit's expense. However, any insurance recovery received by the County for the damaged vehicle shall be transmitted to Sound Transit.

EXHIBIT N1**What is an ESMS?**

An ESMS is a management program to assess and improve environmental compliance and performance. It requires that we identify and control environmental risks and that we set objectives and targets for improvement. It is based on the concept of Plan, Do, Check, Act. An ESMS also integrates environmental and sustainability ethics into business operations and identifies environmental stewardship as a responsibility of all employees. Sound Transit's Environmental Policy, the foundation of the ESMS, was adopted by the Sound Transit Board in April 2004.

Benefits of an ESMS

- Reducing environmental impacts and mitigating environmental risk
- Managing environmental obligations more effectively
- Reducing costs over time
- Enhancing credibility with regulatory agencies and the public
- Helping the agency to integrate sustainability and continuously improve

Sound Transit Environmental Policy

Sound Transit is committed to the protection of the environment for present and future generations as we provide high capacity transit to the Puget Sound Region. Sound Transit has been a catalyst and model for engaging federal and state partners to resolve environmental issues that apply to our program. We will continue to be an environmental leader in the State of Washington through the integration of the following principles into our daily business practices:

- *We will be in full compliance with all environmental laws and regulations. We will strive to exceed compliance by the continual improvement of our environmental performance through cost-effective innovation and self-assessment.*
- *We will restore the environment by providing mitigation and corrective action, and will monitor to ensure that environmental commitments are implemented. We will improve our ability to manage and account for environmental risk.*
- *We will avoid environmental degradation by minimizing releases to air, water, and land. We will prevent pollution and conserve resources by reducing waste, reusing materials, recycling, and preferentially purchasing materials with recycled content.*
- *We will increase the awareness of environmental issues among agency employees through education and training. We will continue to educate the public about the environmental benefits of our transit system. We will build relationships with our contractors, vendors, consultants, and transit partners during planning, design, construction, and operation to protect and enhance the environment.*
- *In order to implement this Policy, Sound Transit will establish and maintain an Environmental Management System (EMS) with environmental objectives and targets that are measurable, meaningful and understandable. The goals and progress of this Policy and the EMS will be communicated to agency board members, officers, employees and the public.*

Sound Transit Sustainability Initiative

Sustainability means having adequate resources to meet the needs of the present generation without compromising the needs of future generations. A sustainable system is one that considers the effects of actions on economic, social and environmental resources - and seeks to stabilize and strengthen all three.

Sound Transit's Environmental Policy is also about sustainability: it asks that the Sound Transit Board and employees protect the environment for both present and future generations; that we prevent pollution; that we seek to continually improve our environmental performance; and that we educate our employees, operating partners and contractors about environmental protection and the benefits of transit to human health and the environment.

Sound Transit's commitment to sustainability is formally recognized in three ways:

Sound Transit Board Resolution 2007-12

Authorizes the establishment of a Sustainability Initiative

- Integrates sustainable business practices and strategies throughout the organization including planning, designing, constructing, and operating existing and new transit systems and facilities
- Requires objectives and targets to be established and updated as part of the ESMS
- Requires periodic reports to be provided to the Board on progress

Executive Order No. 1

Establishes the Sustainability Initiative

Directs staff to establish measurable targets and track progress within the following topic areas:

- Petroleum Conservation and Renewable Fuel and Energy
- Energy Efficiency
- Greenhouse Gas Emissions
- Water Conservation
- Toxics Reduction
- Ecosystem Mitigation
- Procurement
- Pollution Prevention, Re-Use and Recycling
- Building and Facility Performance (Green Design/Green Building)
- Land Use

ESMS & STAR

Setting objectives, targets, and action plans

Every year, the ESMS Steering Committee will work with every Sound Transit department to identify steps – or targets – that will move the agency further toward meeting its goal to integrate sustainable practices throughout the organization. Progress on targets will be tracked and reported through the ESMS as well as through department scorecards established through the agency performance management system, STAR.

SOUND TRANSIT

EXECUTIVE ORDER No. 1

ESTABLISHING A SUSTAINABILITY INITIATIVE FOR SOUND TRANSIT

Background

In 2004, Sound Transit adopted an Environmental Policy and was among the first wave of transit agencies to develop and implement an Environmental Management System (EMS). Public transit, which is Sound Transit's core mission, helps protect the environment by providing alternatives to automobile travel, by helping to reduce the number of vehicle miles traveled, and by encouraging compact, urban development at regional centers consistent with the Washington Growth Management Act.

Sound Transit is proud of its environmental record yet strives for continual improvement, especially in light of the challenge presented by diminishing natural resources and the impact of global warming. The concept of sustainability means maintaining adequate habitat and resources to meet the needs of the present generation without compromising the future and involves a healthy environment, economy, and society. By promoting energy efficiency, minimizing waste, and seeking more efficient alternatives to existing practices, sustainability programs often lead to cost savings over time.

The international community, the federal government, the State of Washington, and many of the jurisdictions that comprise the Sound Transit district have adopted initiatives related to sustainability and global warming. The Sound Transit Board contains members who are local and national leaders with regard to these issues.

Sound Transit has taken steps to address sustainability. This Executive Order will re-enforce the Agency's environmental commitment and responsibility and will set the framework for a more ambitious, comprehensive approach for addressing sustainability throughout the Agency.

Order

By the authority vested in me as Chief Executive Officer of the Central Puget Sound Regional Transit Authority (Sound Transit) pursuant to Resolution 78-1 (Establishing Delegated Authority) and with reference to Resolution No. R2004-06 (Adopting Sound Transit Environmental Policy) and R2007-12 (Establishing Sound Transit Sustainability Initiative), it is hereby ordered as follows:

Section 1: Sustainable business practices and strategies will be integrated throughout the Sound Transit organization, including planning, designing, constructing, and operating existing and new transit systems and facilities. These will collectively constitute Sound Transit's Sustainability Initiative.

Section 2: Staff is directed to implement the following measures to the maximum extent practicable:

Petroleum Conservation and Renewable Fuel and Energy

- Purchase vehicles that reduce dependency on fossil fuels
- Reduce fuel consumption through measures such as (1) operating vehicles more efficiently; and (2) encouraging carpooling and use of public transit or other modes when traveling to meetings, events, and job sites
- Use alternative fuels
- Work with energy providers to maximize the percentage of renewable energy purchased

Energy Efficiency

- Implement energy conservation strategies at Agency buildings and facilities through measures such as (1) conducting audits; (2) monitoring utility usage; (3) assessing heating, ventilation, air conditioning (HVAC) and lighting controls; (4) maximizing use of energy-efficient lighting; and (5) enabling energy-efficient features on electronic equipment such as Agency computers, monitors, televisions, and appliances

Greenhouse Gas Emissions

- Explore ways to reduce greenhouse gas emissions through measures such as (1) assessing emissions during project environmental reviews based on accepted methodologies and identifying ways to reduce any adverse impacts through reasonable and appropriate project mitigation; and (2) implementing other measures contained in this Executive Order

Water Conservation

- Implement water conservation strategies at Agency buildings and facilities through measures such as (1) conducting audits; (2) monitoring usage; and (3) reducing consumption

Toxics Reduction

- Reduce toxic and hazardous chemicals acquired, used, or disposed by the Agency through measures such as (1) conducting audits; (2) requiring contractors to minimize use of pesticides and other toxics when maintaining landscaping and rights-of-way; and (3) using environmentally sound practices with respect to disposition of Agency electronic equipment that has reached the end of its useful life

Ecosystem Mitigation

- Avoid impacts to environmentally sensitive resources and provide adequate mitigation to ensure there is no net loss of ecosystem function and acreage as a result of Agency projects

Procurement

- Purchase environmentally friendly, sustainable materials and products, such as those that are bio-based, energy-efficient, water-efficient, and which contain recycled-content

Pollution Prevention, Re-Use, and Recycling

- Prevent waste in all Agency administrative offices through measures such as (1) using duplex copying and printing as the Agency default standard and deviating only when there is a compelling business justification; (2) printing out email and other documents only when necessary; (3) exploring options for reviewing and approving documents electronically; (4) turning off lights and computers when not in use; (5) minimizing paper use in kitchen and restroom areas; and (6) using durable products and otherwise minimizing waste when hosting Agency meetings
- Re-use office supplies and other materials in all Agency administrative offices
- Maximize recycling efforts in all Agency buildings and facilities
- Encourage contractors to prevent waste, re-use and re-cycle materials and debris, and purchase products and materials with recycled content

Building and Facility Performance (Green Design/Green Building)

- Incorporate sustainable design features in Agency buildings and facilities through measures such as (1) revising Agency design guidelines, taking into account Leadership in Energy and Environmental Design (LEED) standards or similar programs; (2) ensuring that construction and operations staff are consulted in the design phase of project development; (3) using low-impact development (LID) techniques, such as rain gardens and pervious pavement; and (4) using landscaping that minimizes use of water and pesticides

Land Use

- Explore opportunities to further incorporate transit-oriented development (TOD) and other sustainable economic development around stations to foster compact urban communities

Section 3: In order to implement this Executive Order and provide for continual improvement, I further direct as follows:

- Executive Directors and senior management will have responsibility for assuring implementation of this Executive Order
- Staff should implement this Executive Order expeditiously. Measurable targets reflecting steps and timeframes for implementation shall be developed and incorporated into the Agency's Environmental Management System (EMS) and the Agency's performance management system and reviewed and updated periodically
- Agency staff should be trained as necessary so that they understand the importance of this Executive Order and how to implement it

- Implementation of sustainability measures shall be considered at each phase of the project delivery as part of existing Agency project control systems (phase gate process)
- The importance of sustainability at Sound Transit shall be clearly communicated to contractors and agency partners, and incentives and/or requirements should be developed for them to carry a similar initiative into their operations, services, and fleets when doing business with Sound Transit or implementing Sound Transit projects
- Staff shall collaborate and develop partnerships with agencies, businesses, and other organizations to promote sustainability and solutions to global climate change and to leverage expertise and resources
- Progress towards implementing this Executive Order shall be assessed through periodic audits conducted as part of the Agency's EMS or other performance management system
- This Executive Order shall be considered a starting point. Additional sustainability measures may be developed as part of the Agency's EMS program consistent with the spirit and intent of this Order and the commitment to continual improvement and other commitments in the Agency's Environmental Policy

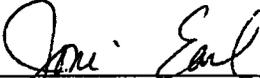
Section 4: For purposes of funding this Executive Order, staff shall strive to implement it within available means and resources. Many of the measures promote conservation and efficiency, which should result in overall Agency cost-savings. To the extent that funding is required to implement a part of this Executive Order, staff shall use their best efforts to:

- Identify necessary funds within the specific program's existing budget
- Work across departments and with the Finance Department to identify appropriate sources of funding within other programs contained in the Agency's existing overall budget
- Work with the Finance Department to assess cost-effectiveness of expenditures by identifying future cost savings
- Include specific funding requests if necessary as part of the annual Agency budget development cycle

Section 5: For purposes of this Executive Order, the following definitions shall apply:

- "Agency partners" refers to agencies and organizations that operate service or implement projects on behalf of Sound Transit
- "Alternative fuel" means a fuel that can be used instead of petroleum-based fuels and includes natural gas (compressed and liquefied), propane (LPG), hydrogen, biomass-derived fuels, alcohol (including ethanol and methanol), alcohol mixtures with gasoline or other fuels, electricity, or any other fuel determined to be substantially not petroleum and yielding substantial energy security and environmental benefits

- “Contractors” refers to the array of individuals and firms that supply goods or services to Sound Transit under contract, including vendors, consultants, and contractors
- “EMS” refers to the Agency’s Environmental Management System, which is a set of processes and procedures designed to document and improve environmental performance, consistent with international management standards
- “Greenhouse gases” means carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride
- “Practicable” means capable of being accomplished within available means and resources or through additional resources that reasonably can be attained
- “Renewable energy” means any energy resource that is naturally regenerated over a short time scale and derived directly from the sun (such as thermal, photochemical, and photoelectric), indirectly from the sun (such as wind, hydropower, and photosynthetic energy stored in biomass), or from other natural movements and mechanisms of the environment (such as geothermal and tidal energy) and does not include energy resources derived from fossil fuels, waste products from fossil sources, or waste products from inorganic sources



Joni Earl
Chief Executive Officer

On this 16~~th~~ day of July, 2007

Prerequisites:
Scope Exclusions:
Related Task Orders:

Cost: This expense is designated [Capital] [Operating].

Category	Budget
Salaries & Wages	\$0
Materials & Supplies	\$0
Major Components (Rack and APC)	\$0
Taxes	\$0
Purchased Transportation Services	\$0
Total	\$0

Billing Method and Reporting Requirements
 See Section 12: Financial Authorization, Compensation and Payment in the ST Express Bus Service Operations and Maintenance Agreement between King County and Sound Transit 2015. The cost estimate for this work shall not be deemed as a final cost nor a “Not to Exceed” cost. Sound Transit will pay the actual costs to the County for the work required under this agreement as noted above. KCM shall invoice for all work completed to complete the Task Order and will document all relevant expenses for review.

If while performing the work, King County Metro notices that the work will cost **X percent (or \$)** or more than the estimated cost, King County Metro will notify Sound Transit’s Bus Operations Manager as soon as possible. King County Metro must secure Sound Transit’s Bus Operation Manager’s pre-authorization and written approval to proceed with the work.

In the event that the work being authorized under this task order is not completed within the Period of Performance indicated, this task order authorization will automatically be extended until the work is complete unless an expiration date is explicitly stated in the Schedule section and provided no additional funding be required to complete the work. King County Metro will submit an updated cash flow (if needed) and schedule projection.

This Agreement is executed in counterparts, each of which is regarded for all purposes as one original.

The Parties hereto have executed this Task Order.

King County Victor Obeso, Deputy General Manager Planning and Customer Services Metro Transit Division	Date
-----------------------------------------------------------------------------------------------------------------	------

Sound Transit Michael Perry, Deputy Executive Director Transportation and Maintenance	Date
---------------------------------------------------------------------------------------------	------

October 5, 2015

The Honorable Larry Phillips
Chair, King County Council
Room 1200
COURTHOUSE

Dear Councilmember Phillips:

This letter transmits an ordinance authorizing the Executive to execute an agreement between King County and Sound Transit for ST Express Bus Service Operations and Maintenance. The agreement would begin when signed and would expire on December 31, 2017, with an option to extend for two additional one-year periods through December 31, 2019.

Since 1999, Sound Transit has contracted with King County Metro for the provision of its ST Express bus service primarily operating within King County. Under the terms of previous agreements, entered into on September 15, 1999, September 23, 2004, and December 21, 2009, Sound Transit has relied on Metro's experience and expertise in the operations, maintenance, and administration of public transit service for the operation of its ST Express bus service. This arrangement has resulted in financial and operational efficiencies for both agencies. It has also benefitted riders served by both agencies by enabling Metro and Sound Transit to better integrate their service planning, scheduling, customer information, and on-the-road responses.

The agreement continues the terms and conditions that were established in the existing agreement. Under the new agreement, Sound Transit retains authority to set policy and design route alignments and service levels for the ST Express bus service. Other services, such as scheduling, vehicle maintenance, operations, security, safety, customer service, human resources, and administrative services would be provided by Metro. Sound Transit purchases and owns its own buses which are operated by Metro. Provisions regarding risk, insurance and indemnification are detailed in the agreement.

Sound Transit also contracts with Pierce Transit and Community Transit to provide service on other ST Express routes. While each agreement is negotiated separately, the agreements all use the same basic format and requirements. This consistency is important to Sound

Transit in meeting its responsibility to manage the three contracts and to integrate common data collection and performance metrics.

Under the agreement, Metro's costs for providing ST Express bus services will be fully recovered, with some costs allocated directly to Sound Transit and some costs apportioned via a cost allocation model which divides costs between Sound Transit and Metro based on the percentage of miles or service hours operated.

While subject to Sound Transit discretion and modification over the course of the agreement, at the outset Metro would operate 103 buses on eight ST Express routes:

522 Woodinville	Seattle Express
540 Kirkland	University District Express
542 Redmond	University District Express
545 Redmond	Seattle Express
550 Bellevue	Seattle Express
554 Issaquah	Seattle Express
555 Issaquah	Northgate Express
556 Issaquah	University District – Northgate Express

This agreement continues a 16-year relationship between the agencies that has resulted in the successful delivery of regional ST Express bus service that complements Metro's own transit service. This relationship supports the ongoing integration between the agencies of all aspects of providing bus service to the residents of King County and is consistent with Strategy 3.2.1 of the King County Metro Transit Strategic Plan to support the expansion of services to accommodate the region's growing population and serve new transit markets. It is also consistent with Strategy 3.2.2 of the Strategic Plan which calls for the coordination and development of services and facilities with other providers to create an integrated and efficient regional transportation network. The service provided under this agreement increases access to public transportation in our community pursuant to the countywide Strategic Plan, and makes significant contributions to the shared vision of achieving equity and social justice. Additionally, this agreement helps support the goals of the Strategic Climate Action Plan by making it possible for more residents to choose transit more often and help reduce dependency on the use of single-occupancy vehicles.

The Honorable Larry Phillips

October 5, 2015

Page 3

Thank you for your consideration of this ordinance to adopt an agreement between King County and Sound Transit for ST Express Bus Service Operations and Maintenance. If you have any questions, please contact Kevin Desmond, General Manager, King County Metro Transit Division, at 206-477-5910.

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)
Kevin Desmond, General Manager, Metro Transit Division, DOT
Victor Obeso, Deputy General Manager, Planning and Customer Service, Metro
 Transit Division, DOT
Karen Rosenzweig, Transit Planner IV, Planning and Customer Service, Metro
 Transit Division, DOT

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2015/2016 FISCAL NOTE

Ordinance/Motion:
Title: Interagency Agreement between King County Metro and Sound Transit for ST Express Bus Service Operations and Maintenance
Affected Agency and/or Agencies: Transit
Note Prepared By: Karen Rosenzweig
Date Prepared: August 20, 2015
Note Reviewed By: Nitin Chadha
Date Reviewed: August 20, 2015

Description of request:

Funding for the provision of ST Express bus service operations and maintenance on behalf of Sound Transit.

Revenue to:

Agency	Fund Code	Revenue Source	2015/2016	2017/2018	2019/2020
Public Transportation	4640	Sound Transit	47,267,634	41,895,389	
TOTAL			47,267,634	41,895,389	0

Expenditures from:

Agency	Fund Code	Department	2015/2016	2017/2018	2019/2020
Public Transportaton	4640	Transit	47,267,634	41,895,389	
TOTAL			47,267,634	41,895,389	0

Expenditures by Categories

Agency	Expense Category	Fund Code	Department	2015/2016	2017/2018	2019/2020
Public Transportaton	Personnel	4640	Transit	33,444,327	29,643,182	
Public Transportaton	Services	4640	Transit	3,586,221	3,178,626	
Public Transportaton	Fuel & Lubricants	4640	Transit	4,593,248	4,071,198	
Public Transportaton	Repair Parts (incl. Tires)	4640	Transit	2,922,952	2,590,741	
Public Transportaton	Insurance	4640	Transit	1,387,668	1,229,951	
Public Transportaton	Utilities	4640	Transit	47,650	42,235	
Public Transportaton	Misc. other	4640	Transit	641,577	568,658	
Public Transportaton	Leases & Rentals	4640	Transit	75,533	66,948	
Public Transportaton	Depreciation	4640	Transit	568,459	503,850	
TOTAL				47,267,634	41,895,389	0

Does this legislation require a budget supplemental? No

Notes and Assumptions:

Contract period is from November 1, 2015 - December 31, 2017.

Operating rates: 2015 hourly rate is \$153.92 per current agreement. Rate is inflated 3% each year (\$158.54 in 2016 and \$163.29 in 2017)

Revenues: Revenue assumes fully allocated costs are reimbursed per the agreement.

Hours: Estimated annual hours are: 2015 - 42,611; 2016 - 256,783 and 2017 - 256,569

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October 20, 2015

[pdc]

Sponsor:



Proposed No.: 2015-0381

- 1 **AMENDMENT TO PROPOSED ORDINANCE 2015-0381, VERSION 1**
- 2 Delete Attachment A. Interagency Agreement Between King County Metro and Sound
- 3 Transit, and replace with revised Attachment A. Interagency Agreement Between King
- 4 County Metro and Sound Transit, dated October 9, 2015.
- 5
- 6 **EFFECT: Replaces the transmitted Agreement with a revised Agreement, which**
- 7 **incorporates changes recommended by the Council's Legal Counsel and the Risk**
- 8 **Management Section: Creates uniform language relating to King County's**
- 9 **authority to withhold documents and adopts Risk Management's recommended**
- 10 **indemnification language. Corrects typographical errors and section references.**

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Interagency Agreement
between
King County Metro and Sound Transit
for
ST Express Bus Service Operations and Maintenance
2015
October 9, 2015

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INTERAGENCY AGREEMENT

between

King County Metro and Sound Transit

for

ST Express Bus Service Operations and Maintenance

THIS INTERAGENCY AGREEMENT for ST Express Bus Service Operations and Maintenance (“Agreement”) is entered into this _____ day of _____ 2015 by the Central Puget Sound Regional Transit Authority (“Sound Transit”) and King County, through its Department of Transportation, Metro Transit Division (the “County” or “King County Metro”) and as may be referred to individually as “Party” and collectively as “Parties.”

Sound Transit is authorized to operate a regional transit system in the central Puget Sound region under chapter 81.112 RCW in accordance with a public vote.

The County is authorized to perform public transportation functions under chapters 36.56 and 35.58 RCW in accordance with a public vote.

King County Metro and Sound Transit have determined it to be within the public interest for King County Metro to operate a portion of Sound Transit’s regional express bus service (“ST Express Bus Service”).

King County Metro will provide a portion of Sound Transit’s fixed route bus service as directed by Sound Transit under the terms and conditions listed below.

1.0 DEFINITIONS

Capitalized terms and abbreviations are defined in **Exhibit A: Definitions**.

2.0 FEDERAL REQUIREMENTS

Sound Transit relies on federal financial assistance in the delivery of ST Express Bus Service. Therefore, King County Metro will comply with the federal provisions provided in the attached **Exhibit I: Federal Transit Administration (“FTA”) Provisions**, which include (if applicable) (1) FTA Provisions for Interagency Agreement Where FTA Funds Are Being Passed Through to the Subrecipient for Program Implementation, and (2) Federally Required Third-Party Contract Clauses.

Listed below are specific reporting requirements related to federal requirements in addition to those provided in **Exhibit I**.

2.1 National Transit Database

Sound Transit is required to submit data to the National Transit Database (“NTD”). To support Sound Transit in meeting its deadlines and requirements as outlined by the NTD guidelines, King County Metro will abide by the NTD

reporting guidelines. King County Metro will provide data per the guidelines in effect as of the date of the report in accordance with 49 C.F.R. part 603 and include newly required NTD data under MAP-21 regarding asset inventories and conditions in accordance with 49 U.S.C. 5326(b)(3) and 5335(c). Financial information reported to NTD must be reported in accordance with the Uniform System of Accounts (“USOA”).

Should NTD reporting requirement or deadlines change during the term of this Agreement which affects the timing or format of submission, the Parties will determine a mutually agreeable revised deadline and/or format for submission of monthly or annual data.

King County Metro may not disclose the contents of these reports without prior notification to Sound Transit.

2.1.1 Passenger Miles Report

Annual passenger miles is an NTD data collection requirement and is due to Sound Transit by February 28 of each year. Passenger miles will be estimated using on-board automated passenger counters (“APC”) to identify passenger boardings and alightings by stop and distance traveled. King County Metro has installed APC in buses operated by King County Metro including buses owned by Sound Transit. The FTA has concurred with King County Metro’s plan to verify and calibrate APC equipment. King County Metro will continue to collect this data and validate the APC system in accordance with the FTA’s standards.

2.1.2 NTD Reporting – Service and Financial Data

Under NTD guidelines, King County Metro will provide to Sound Transit service and financial data, both monthly and annually, pertaining to the ST Express Bus Service provided for under this Agreement.

a. Monthly Data

King County Metro will provide Sound Transit with monthly service data that meets federal operating data requirements of the NTD by the 25th of each month. A list of the data requirements to be submitted is provided in **Exhibit F1: Reports and Documents** with specific formats in **Exhibit E: National Transit Database Reports** and in **Exhibit F: Management Reports**.

b. Annual Data

As detailed in **Exhibit F1: Reports and Documents**, King County Metro is responsible for providing annually the following reports:

- By February 28: Passenger Miles, Operating and Service Data;
- By February 28: Preliminary Cost Allocation Model, prior to final verification by Agreed Upon Procedures;

- By February 28: Preliminary Modal Operating Expenses;
- By March 15: Documented Changes to Cost Pools or Methods of Allocation;
- By March 31: Operating Expense Reconciliation;
- By March 31: Accounts Receivable Listing by Service Type (also known as Year End Reconciliation in F-30 format); and
- By March 31: FTEs and Hours in NTD R10 format.

2.2 Americans with Disabilities Act

2.2.1 ADA Complaints

In addition to King County Metro complying with Section 3 of Exhibit I, King County Metro will notify Sound Transit of any complaints related to providing service to riders with disabilities under federal, state, or local laws or regulations within two days of the complaint. The initial report from King County Metro will include the following information:

- Date of complaint and time;
- Name of rider;
- Rider's address, telephone number, and email; and
- Route number or facility name.

King County Metro will notify Sound Transit in writing of the resolution of the complaint within two weeks of resolution. King County Metro will also provide a summary of these complaints, in substantially the form provided in **Exhibit B: ADA Complaint Summary**. This report must be included in the monthly invoice for the invoice to be considered complete by Sound Transit.

2.2.2 Stop Announcements and Route Identification

- a. All operators will use automated stop enunciators and route identifiers. In the event that the automated equipment is inoperable, operators will revert to using the on-board public address system.
- b. When using the on-board public address system all operators will announce stops as indicated on the route sheets. This information must conform to 49 C.F.R, Part 37 Transportation Service for Individuals with Disabilities.
- c. Announcements made by the automatic enunciator or the on-board public address system must be audible throughout the bus.

- d. When the bus arrives at a stop, the enunciator or the operator must announce route number and destination so that the announcement is audible to passengers waiting to board.
- e. King County Metro will require operator compliance with stop announcements and route identification. If violations are found, King County Metro will inform Sound Transit of the violations and the actions taken to discipline or re-train the operators.
- f. Operators who are not complying with the stop announcement policy will be subject to procedures as outlined in Section 6.2 Employee Conduct.
- g. King County Metro will confirm stop announcement and route identification operation as part of operator performance monitoring and will report the results in the annual "Employee Performance Management Program Report" (See **Exhibit F1: Reports and Documents.**)

2.2.3 Accessible Equipment

- a. On a daily basis, the following checks will be made:
 - Test on-board public address system;
 - Test automated stop enunciator and route identifier equipment if present on the vehicle; and
 - Check that vehicle tie-down equipment is present and working.
- b. If spare vehicles are available, King County Metro will, as soon as practical, remove from service buses on which accessible equipment is not operating properly, ensuring that a vehicle with working accessible equipment will be in place no later than the next service day.
- c. Vehicles with inoperable accessible equipment (including ramps/lifts, wheelchair tie-downs and stop enunciators) may be left in service for a maximum of three days if spares are not available. At the end of the three-day period, the vehicle will be removed from service until necessary repairs are made.
- d. King County Metro will notify Sound Transit through daily reports of any vehicle operating without accessible equipment.
- e. Sound Transit may audit King County Metro's use of vehicles without accessible equipment through its quarterly maintenance audit.
- f. King County Metro will establish a system of regular and frequent maintenance checks of lifts and ramps to determine if they are operative.

2.2.4 No paratransit service

This Agreement is intended to provide only for the operation of buses on routes of Sound Transit's fixed route public transportation system. King County Metro is not responsible under 49 CFR Part 37, Subpart F, or any other law or regulation, for providing complementary paratransit and other special transportation services in connection with or as a result of the fixed route service operated under this Agreement.

2.3 Security

King County Metro will provide security services for the ST Express Bus Service operated by King County Metro under this Agreement. Security services will be provided on buses and at existing King County Metro public facilities in accordance with King County Metro's current standard security procedures. King County Metro will coordinate with Sound Transit and other regional transit operators in developing coordinated security services, including mutual aid policies.

2.3.1 Security Plan

King County Metro will make available to Sound Transit a copy of King County Metro's System Security and Emergency Preparedness Plan ("SSEPP") or its current Security Plan for review. King County Metro will notify Sound Transit as soon as possible if any revisions are made to the SSEPP.

2.3.2 Security Reports

King County Metro will provide Sound Transit with a monthly report (see **Exhibit E3: Security**), as part of the monthly invoice that includes the following:

- All required NTD security reports;
- A report of all Part 1 and Part 2 crimes that occur on Sound Transit vehicles, property, or shared facilities (listed by route and/or location, if available); and
- A summary of exclusions activity (if applicable).

2.4 Safety

King County Metro will maintain a System Safety Program Plan ("SSPP") consistent with American Public Transportation Association ("APTA") guidelines, which are consistent with and meet the requirements of the Sound Transit ST Express System Safety Program Plan. King County Metro will provide a copy of its current SSPP to Sound Transit upon the effective date of this Agreement and when revisions are issued. King County Metro will send a representative to

Sound Transit's Transit Integration Group ("TIG") Safety subcommittee meetings to review incidents, potential hazards, and corrective action plans.

2.4.1 Safety Reports

- a. King County Metro will provide Sound Transit notification of any NTD reportable incident within the same timelines for federal reporting (**Exhibit F1: Reports and Documents**). A preliminary investigation report for any incident meeting NTD reporting criteria must be submitted to Sound Transit within 24 hours. The investigation report will include a description of the incident and its circumstances.
- b. King County Metro will submit a monthly summary listing of NTD reportable incidents with preventability determination (**Exhibit F2: Preventable Accident Rates by Route** and **Exhibit F3: Accident Detail**) and accident frequency by type (**Exhibit E2: Safety**) by the 25th day of each month in order for Sound Transit to be able to file its monthly safety report with NTD by the last day of the month for the previous month's incidents. The report is to contain all applicable accidents for the year through the latest month reported.

3.0 GENERAL REQUIREMENTS

3.1 Coordination

King County Metro will consult with Sound Transit on policy decisions, service development, and planning affecting the ST Express Bus Service provided for under this Agreement.

3.2 Records and Audits

3.2.1 Maintenance of Records

King County Metro, including its consultants, will maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP").

3.2.2 Record Retention

King County Metro, including its consultants, will retain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with State record retention requirements or as modified for compliance with federal program requirements.

3.2.3 Access for Audit Purposes

With the exception of documents that are privileged, exempt or otherwise protected from disclosure, Sound Transit, the Comptroller General of the United States, any state or federal funding agency, or any of their duly

authorized representatives will, for the purpose of audit and examination, have access to and be permitted to inspect and copy books, records, documents, data, and other evidence for inspection, audit, and copying, in accordance with Washington State record retention requirements. Sound Transit will also have access to such books, records, and documents during the performance of work if deemed necessary by Sound Transit to verify King County Metro's work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Financial audits conducted under this Subsection 3.2.3 will be in accordance with Generally Accepted Auditing Standards ("GAAS") and established procedures and guidelines of the reviewing or auditing agency(ies).

With the exception of documents that are privileged, exempt or otherwise protected from disclosure, King County Metro will disclose information and reports resulting from access to records under this Subsection 3.2.3. Prior to disclosure, Sound Transit will provide King County Metro the opportunity for an audit entrance and exit conference, an opportunity to comment, and to submit any supporting documentation on the pertinent portions of any draft audit report. The final audit report will include written comments of reasonable length, if any, of King County Metro.

3.3 Subcontracting

King County Metro may use a subcontractor to provide public transportation service on behalf of Sound Transit to the extent permitted by law. King County Metro will ensure that its subcontractor meets all applicable requirements of this Agreement, including but not limited to any applicable requirements of the FTA and Sound Transit. During selection and interviewing of any third-party subcontractor, Sound Transit will participate in the review and evaluation of proposals and the final selection of the contractor to the extent allowable by law. Any changes to the method in which the service is provided must be approved in writing by both Parties.

Unless otherwise stated in this Agreement, "King County Metro" means King County Metro and any of its subcontractors.

3.4 Operating Policies

King County Metro will determine which of the following policies pertains to a particular situation depending on the type of actions being taken. Upon request, King County Metro will inform Sound Transit which policy is in effect for a particular type of action. The following order of priority will apply:

- a. State and federal law and/or regulations: The Parties and their subcontractors must obey all applicable state and federal laws and guidelines;
- b. Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J** in effect on the date of this Agreement; and
- c. King County Metro's policies.

3.5 Specialized Training

Sound Transit may require specialized training over and above training required to provide baseline services. The cost of special training is not included in the rates established in the Baseline Cost as defined in Subsection 12.1.1 of this Agreement. Such training will be authorized and the cost established through written Task Order as defined in Section 12.4.

3.6 Environmental Sustainability

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental management system certified under the International Standards Organization (“ISO”) 14001. Sound Transit is committed to protecting the environment for present and future generations. The objectives of the policy, initiative, and system are collectively as follows:

- a. Implement environmental stewardship and sustainable development;
- b. Reduce environmental risks and liabilities;
- c. Enhance image with public, regulators, agencies, and stakeholders;
- d. Ensure regulatory compliance;
- e. Improve environmental performance; and
- f. Simplify environmental communication.

Sound Transit is committed to meeting or exceeding all environmental commitments during all phases of transit operation by preventing environmental degradation, reducing work delays and cost increases, minimizing negative publicity, and reducing the number of upset citizens, stakeholders, and regulatory agencies.

Exhibit N1: Environmental and Sustainability Management System and N2: Sound Transit Sustainability Initiative, include a copy of Sound Transit’s environmental policy, its sustainability initiative, and a summary of its environmental management system. Within 30 days of the effective date of this Agreement, King County Metro will submit to Sound Transit a written statement indicating that responsible parties at King County Metro and its subcontractors have read and understand the documents provided, and that it will use reasonable efforts to conduct its work and operations in a manner which is consistent with the objectives of these environmental programs.

4.0 COOPERATION

4.1 Planning

The Parties will engage in cooperative planning which will include consideration of the following factors: coordination of plans for service and policies of affected jurisdictions which may impact the provision of the ST Express Bus Service

provided for under this Agreement, long range plans of Sound Transit and King County Metro, safe and efficient operation of transit systems, attractiveness of the services to the public, security requirements, traffic congestion and capacity issues of affected jurisdictions, operating and maintenance requirements, fare payment methods, and other factors that serve the public interest or that are otherwise agreed to by the Parties.

4.2 Designated Representatives

To ensure effective cooperation in implementing this Agreement, each Party will designate representatives responsible for communications and coordination between the Parties. Designated Representatives are responsible for the following:

- a. Coordinating input and work of other staff members;
- b. Annual review of the costs;
- c. Revising or preparing exhibits and amendments to this Agreement; and
- d. Identifying and resolving issues that may arise in implementing this Agreement.

The contact information of the current Designated Representatives is provided in **Exhibit C: Designated Representatives**. Each Party may unilaterally update its contact information in **Exhibit C** as necessary by providing an amended copy of **Exhibit C** to the Designated Representative of the other Party in accordance with Section 19.0.

5.0 ROLE OF SOUND TRANSIT

5.1 Coordination

Sound Transit will consult with King County Metro on policy decisions, service development, and planning affecting ST Express Bus Service operated by King County Metro. These decisions are generally made by the Sound Transit Board of Directors. Sound Transit will consult with King County Metro concerning any changes proposed in ST Express Bus Service schedules or routes. King County Metro's comments will be considered in the decision-making process as described above.

5.2 Sound Transit Rights and Responsibilities

5.2.1 Planning

Sound Transit is responsible for planning and oversight of the ST Express Bus Service system and final decision-making authority remains with Sound Transit. Sound Transit will participate with other agencies in planning efforts including, determining and modifying the following matters, consistent with the terms of this Agreement:

- a. Times of day services are to be provided;
- b. Routes on which buses are to run;
- c. Location and identification of ST Express Bus Service stops to pick up and discharge customers; and
- d. Number and sizes, including seat capacities, of buses in service.

5.2.2 Oversight

In addition to its rights under Sections 3.2.3 and 12.5, Sound Transit will have the following rights with respect to management and financial oversight, and monitoring the performance of King County Metro under this Agreement:

- a. Review and inspect all facilities, equipment, and, with the exception of documents that are privileged, exempt or otherwise protected from disclosure, records developed or used by King County Metro in performance of this Agreement, including King County Metro's cost-sharing allocations, schedule adherence, and fare and data collection procedures;
- b. Review fuel, lubricants, repair parts, and supplies used by King County Metro in servicing Sound Transit buses;
- c. Inspect any Sound Transit bus; and
- d. Review King County Metro's facilities and activities for purposes of monitoring King County Metro's maintenance performance as it pertains to the ST Express Bus Service provided for under this Agreement.

Reviews and inspections may occur at any time during normal business hours and Sound Transit will provide sufficient notice prior to reviews and inspection to ensure that it does not interfere with King County Metro's ability to fulfill its obligations under this Agreement. King County Metro will provide records or permit inspections in a timely manner.

6.0 PERSONNEL AND PERFORMANCE STANDARDS

King County Metro will provide ST Express Bus Service as follows:

6.1 Personnel

King County Metro will furnish qualified and properly trained personnel, including but not limited to: operators, mechanics, schedulers, customer service representatives, supervisory staff, technical staff, and clerical staff, as necessary to provide the ST Express Bus Service under this Agreement. Except as provided in Section 15, King County Metro will be solely responsible for complying with the terms and conditions of agreements King County Metro has

with any labor organizations representing King County Metro employees.

6.1.1 Recruitment

By March 1 of each year, King County Metro will provide Sound Transit with copies of its current recruitment selection processes for those who operate, maintain, or supervise Sound Transit vehicles.

6.1.2 Training

King County Metro will maintain an overall training program that includes initial, refresher, and any specialized training for ST Express Bus Service. King County Metro will maintain records of its training program during the term of this Agreement.

6.1.3 Transit Operator Medical Certification

King County Metro will provide Sound Transit with a description of its current medical certification requirements for transit operators. The description will include how King County Metro monitors medical cards, special conditions, and how King County Metro offers assistance to transit operators with special conditions. Any updates during the term of this Agreement will be provided to Sound Transit.

6.2 Employee Conduct

King County Metro will be responsible for taking appropriate corrective measures when employees providing ST Express Bus Service under this Agreement perform their jobs in an unsatisfactory manner. Sound Transit may report unsatisfactory employee performance that comes to its attention to King County Metro. Sound Transit may request that appropriate action be taken with respect to any employee providing ST Express Bus Service whose performance causes a safety, security, general welfare, or customer satisfaction concern to Sound Transit. In the event an employee's conduct is found to be unsatisfactory, determination of any appropriate sanctions or actions rest with King County Metro, which will be obligated to deal reasonably and responsively to Sound Transit's request, subject to applicable law and collective bargaining agreements.

6.3 Performance Monitoring

King County Metro will manage its employees' performance and will provide a copy of the description of its ongoing performance monitoring programs and tools for employees performing ST Express Bus Service to Sound Transit upon request.

6.4 Service Performance Standards

King County Metro will meet or exceed the performance standards provided in **Exhibit D: Performance Standards**. The performance standards are provided to measure quality of service and productivity, to encourage excellence, and to quickly identify and remedy problem areas. King County Metro will report on its

performance against these standards on a monthly basis. If performance standards are not met, then Sound Transit may request a meeting with King County Metro to determine what changes are required to meet the standards. Sound Transit and King County Metro will determine and implement actions, where appropriate, to address and remedy substandard performance.

Route level performance is reported monthly using the format in **Exhibit E1: Route Statistics**.

As King County Metro develops and implements new technological methods of data collection, King County Metro will make this data available to Sound Transit in a timely manner in a mutually agreeable format.

6.5 Information Reporting

6.5.1 Monthly Performance Report

King County Metro will prepare, maintain, and submit monthly reports regarding ST Express Bus Service in the form and manner prescribed in **Exhibit F1: Reports and Documents** to the extent possible using King County Metro's standard data collection process and procedures. King County Metro will submit this report to Sound Transit's Bus Operations Manager or designee at the Sound Transit administrative offices by the 25th of each month for the previous month. The monthly report will match the data used to generate invoices and will provide a basis for annual reconciliation.

6.5.2 Weekly Report

By Tuesday noon of each week, King County Metro will provide to Sound Transit's Bus Operations Manager or designee fleet availability by day and total week through the report entitled "ST Weekly Assignments" (See **Exhibit F1: Reports and Documents**).

6.5.3 Daily Report

King County Metro will provide Sound Transit's Bus Operations Manager or designee with the King County Metro's daily reports by email by 0900 hours each service day.

6.5.4 Other Reports

Additional reports are required under other sections of this Agreement. **Exhibit F1: Reports and Documents** lists such reports. **Exhibit F1** may be changed as needed by mutual agreement of Sound Transit's Executive Director of Operations or designee and King County Metro's General Manager or designee.

7.0 ROUTE PLANNING/SCHEDULING

7.1 General

The County will operate Sound Transit buses on routes identified in written direction from Sound Transit up to the first regular service change, and then as may be subsequently extended, reduced, or otherwise modified by Sound Transit. Sound Transit will consult with King County Metro in a timely manner concerning changes proposed for the ST Express Bus Service that may affect King County Metro's service, schedules, or routes. King County Metro's comments will be considered in the decision-making process.

King County Metro will consult with Sound Transit in a timely manner concerning changes proposed for its service that may affect ST Express Bus Service, schedules, or routes. Sound Transit's comments will be considered in the decision-making process.

ST Express Bus Service planning and scheduling services provided by King County Metro for Sound Transit will be consistent and in accordance with King County Metro's standard procedures.

7.1.1 Coordination with Local Jurisdictions

King County Metro will facilitate coordination of ST Express Bus Service with affected jurisdictions comprising King County Metro's service area as necessary including:

- a. Bus stops, passenger shelters, signage, and other passenger amenities as described in the matrix entitled "Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage" (See Subsection 10.2.3 – Signage and Signage Hardware);
- b. Coordination due to construction activities; and
- c. King County Metro authorization for layovers, restroom access for transit operators, and other accommodations needed to provide ST Express Bus Service.

If issues arise, Sound Transit will assist King County Metro in their resolution.

7.2 Planning Process

7.2.1 Annual Planning

King County Metro will provide planning services to support Sound Transit's Service Implementation Plan ("SIP") as it pertains to the ST Express Bus Service provided for under this Agreement. These services include field analysis, route planning support, and schedule preparation.

Sound Transit will provide King County Metro with the preliminary route designs for ST Express Bus Service through the SIP. The preliminary route design must include stop locations, service frequencies, service spans, and the estimated number of Platform and Revenue Hours by day of operation.

a. Field Analysis

King County Metro will field test proposed routes, verify run times, suggest additional or different stops for consideration, arrange for transit bus tests of proposed routes as necessary, and identify suitable layover areas.

b. Design Schedules

Sound Transit may request design models. Design models are schedules which have been created and generally tested by Sound Transit staff and then refined by King County Metro planning staff through HASTUS (or its successor software program). These schedules are not considered final nor is the production of these schedules intended to be “what-if” or iterative. These schedules will be used to support the preparation of the SIP.

If and when Sound Transit obtains scheduling software, King County Metro will work with Sound Transit to create procedures for the transfer of ST schedule files in a format and timing acceptable to both Parties.

c. Service Implementation Plan

King County Metro will review the SIP, approximate the number of operators and vehicles required, and if satisfied that King County Metro can provide the service without any concerns, King County Metro will provide a written statement to this effect. If King County Metro does have concerns, the Parties will meet in an attempt to resolve King County Metro’s concerns until King County Metro can provide the written statement above or the concerns are settled through the dispute resolution process.

7.2.2 Service Change Modifications

The “Service Change Package” details the implementation of service changes described in Sound Transit’s annual SIP. King County Metro will operate Sound Transit buses on routes provided in the written instructions provided in the Service Change Package. If service is increased, King County Metro will provide additional personnel necessary to implement the increase, at Sound Transit’s expense in accordance with Section 12. If King County Metro has concerns regarding meeting the Service Change Package requirements, King County Metro will immediately notify Sound Transit and both Parties will work toward a mutually satisfactory solution.

a. Service Change Timeline

The Parties will coordinate service changes in conjunction with scheduled service change dates. Service changes, both major and minor in nature, will be developed and managed using the Sound

Transit guidelines.

- 149 days prior to service change – Sound Transit distributes “Service Package #1”, including estimated Platform and Revenue Hours and peak/off-peak coach requirements. (All “days” refer to calendar days.)
- 120 days before the service change – King County Metro must inform Sound Transit of any changes to facilities or signage that will be required by the Sound Transit service changes and any impacts of King County Metro’s service changes on Sound Transit.
- 105 days prior to service change – Sound Transit will provide “Service Package #2” addressing any concerns raised by King County Metro.
- 100 days prior to service change – King County Metro will provide preliminary schedules for review.
- 85 days before service change – King County Metro will create and provide final schedules and headway reports downloaded through TED (scheduling software). King County Metro will conduct an internal quality control process to ensure accurate delivery of schedule data. Schedule information will include vehicle statistics reports, schedules and headway reports. Any change after 85 days is defined as an unpredicted service change (see Section 7.3 below.)

b. Fleet Requirement for Service Change

For each service change, the Parties will jointly and in a timely fashion, review the service change package, Sound Transit fleet plan, and the preliminary schedules to gain consensus as to the fleet requirement for operations and maintenance.

7.3 Unpredicted Service Change

Scheduled service change dates are the preferred time to make changes in routes and schedules. Fare changes must be made at the beginning of a month due to the processes associated with pass sales. If a change is required at another time, the Parties will consult and determine the impacts on each agency. If either Party is implementing a service change that will have a significant impact on the existing operation of the other Party, at a date that does not coincide with a regularly scheduled service change, or on an accelerated schedule, the Party implementing the change will be responsible for any additional costs necessary to revise service, customer information, and facilities as required to implement the changes. These costs will be estimated and agreed upon by the Parties prior to any work being conducted.

7.4 Public Process

Sound Transit is primarily responsible for community outreach for Sound Transit Bus Service. Sound Transit and King County Metro will consult with each other in developing the design of the public process for upcoming service changes that involve both Sound Transit and King County Metro service, including the nature and content of printed community outreach materials to communicate information about the changes, and staffing for public events associated with the service changes. The Parties will agree to cost sharing for producing jointly-designed printed media before a project is started.

8.0 VEHICLE MAINTENANCE

8.1 Operations and Maintenance Compliance

King County Metro will ensure compliance with the following standards in providing ST Express Bus Service:

- a. All applicable local, state, and federal laws and regulations including but not limited to those of the:
 - Americans with Disabilities Act;
 - Federal Motor Vehicle Safety Standards;
 - Federal Environmental Protection Agency;
 - Washington State Department of Ecology; and
 - Federal Transit Administration;
- b. The manufacturer's recommended preventative maintenance program;
- c. Industry standard procedures; and
- d. The maintenance plan approved by the Parties.

8.2 Buses

Sound Transit will provide King County Metro with all buses, including spare buses that are necessary to operate the ST Express Bus Service. The exact number and type may be modified as necessary to provide optimal ST Express Bus Service. The Parties will negotiate and agree upon additional costs resulting from a change in fleet composition.

King County Metro will maintain the same components and configuration in the buses as originally purchased unless otherwise approved by Sound Transit. If changes are proposed by either Party, or mandated by regulation, changes to bus equipment and technology and resulting costs must be agreed to by both Parties.

8.3 Maintenance – Extent of Services

King County Metro will provide the management, technical, and mechanical

services for the maintenance of Sound Transit bus equipment. Services provided by King County Metro will be consistent and in accordance with King County Metro's standard maintenance procedures. A copy of King County Metro maintenance plan and procedures will be provided to Sound Transit on an annual basis. King County Metro will use preventative maintenance intervals of 6,500 miles and uses the FTA's NTD standard metric of plus or minus ten percent (10%) for determining compliance. If the Parties agree to change the intervals or compliance ranges, King County Metro will document in the maintenance plan the name of the fleet management program, the new intervals used, and new compliance ranges. **Exhibit F5: Vehicle Maintenance** provides a format for reporting maintenance-related data.

The Parties will meet at least annually to discuss condition of the existing fleet and possible need for replacement vehicles over time. Once buses reach the last year of their 12 year expected life, King County Metro will notify Sound Transit of work to be done and potential costs for major components replacements, if needed. Major components are items such as power train, dual power inverter module ("DPIM"), diesel particulate filter ("DPF"), and compressors. Major component repair, replacement, or repair on buses within their last year of expected life must be approved in advance by Sound Transit.

King County Metro will include in the monthly report (**Exhibit F5: Vehicle Maintenance**) the number of engine and transmission replacements completed.

8.3.1 Warranty

King County Metro will complete and submit warranty claim requests and communicate directly with bus manufacturer's warranty department to resolve all warranty-related claims, inquiries and payables. In the event fleet defect qualifying failures occur during the warranty period, King County Metro will, as Sound Transit's authorized agent, submit all written notifications to the bus manufacturer for the purpose of obtaining a resolution for said defects. Copies of the notifications will be submitted to Sound Transit.

King County Metro will process Sound Transit fleet warranty claims through its existing claim procedure and in accordance with the Manufacturers requirements. King County Metro will pursue warranty claims to the maximum extent of coverage. King County Metro will provide a monthly report detailing warranty claims to the Sound Transit Bus Operations Manager or designee in a form provided as **Exhibit F6: Warranty**.

If a bus manufacturer notifies Sound Transit of a disputed warranty claim made by King County Metro, Sound Transit will immediately notify King County Metro of the dispute and forward all notices to King County Metro for resolution between King County Metro and the manufacturer.

King County Metro will not knowingly take, or fail to take, any action that will void or diminish the effectiveness of the manufacturer's warranty for the buses.

8.3.2 Major Fleet Defects and Manufacturer Recalls

King County Metro will, as Sound Transit's authorized agent, be responsible to coordinate the resolution with the bus manufacturer and for managing the repair of the bus when bus manufacturers issue a recall, a notice of safety issue, or in the event a major fleet defect is identified.

The repair may require a Task Order to complete (See Subsection 8.3.4 – Maintenance Initiatives). King County Metro and Sound Transit will review the nature of the defect and collaborate on potential solutions including options for meeting daily service requirements. The Parties must agree on the cost of the repairs before they are made. Sound Transit will be responsible for the cost of any repairs.

If any defects and repairs compromise the County's ability to meet daily service requirements, at its discretion, the County may use any of its ADA-compliant inactive fleet to meet the affected daily service requirements. However, if the County does not provide any or an adequate number of buses, then Sound Transit shall either relieve the County of the requirement to meet the affected daily service requirements, or provide replacement buses.

8.3.3 Severely Damaged Buses

Sound Transit may choose to replace, rather than repair, a seriously damaged bus. When a bus is severely damaged, King County Metro will provide a detailed estimate of the repair cost and a recommendation as to whether it is more economical to replace than repair. Sound Transit will notify King County Metro within two weeks of its receipt of the estimate and recommendation as to whether it wants King County Metro to repair the bus.

8.3.4 Maintenance Initiatives

Sound Transit may request King County Metro to provide support for various fleet procurement and maintenance related initiatives. In addition, King County Metro may suggest an initiative that may benefit Sound Transit. The types of initiatives include, but are not limited to:

- new vehicle in-plant inspection services;
- post-delivery vehicle inspection;
- revenue vehicle service preparation;
- vehicle decommissioning;
- equipment retrofit;
- heavy repairs;
- major overhauls; and
- fleet-wide mechanical repairs and upgrades.

King County Metro may participate in any such initiatives and, if it elects to do so, will determine if personnel and/or equipment is available to support these requests. If such an initiative is pursued, the Task Order

process described in Section 12.4 will be used to establish scope and cost.

8.4 Storage and Maintenance Facilities

King County Metro will provide storage and maintenance facilities for the Sound Transit buses operated by King County Metro under this Agreement.

8.5 Fuel/Lubricants, Tires, Parts, and Supplies

Except as otherwise provided in this Agreement, King County Metro will provide all materials and supplies necessary for the operation of the buses used for ST Express Bus Service. The costs of such materials and supplies will be borne by Sound Transit in accordance with Section 12 of this Agreement. King County Metro will maintain stores of and provide fuel, lubricants, tires, repair parts, and supplies required for the orderly operation, maintenance, and repair of the buses. King County Metro will select parts, fuel, lubricants, tires, and other maintenance items based on manufacturer specifications or better. Proposed changes must be agreed upon by the Parties prior to implementation.

8.5.1 Fuel/Lubricants

King County Metro will supply all necessary lubricants and solvents. The quality must be equal to that used on King County Metro equipment. King County Metro will safely store and furnish fuel and lubricants for the operation of the buses, in accordance with applicable laws.

King County Metro will report quantity and price of fuel and fluids as shown in **Exhibit F5: Vehicle Maintenance** and in reports as requested (See **Exhibit F1: Reports and Documents**).

8.5.2 Tires

King County Metro will provide and maintain all bus wheels and tires.

8.5.3 Parts and Supplies

King County Metro will supply all parts and supplies needed to maintain or repair the buses.

If vehicles being decommissioned are the last of a manufacturer's make and/or model, the Sound Transit Bus Operations Manager or designee will meet with King County Metro staff and agree upon the type, number, and value of the spare parts being decommissioned and the cost for King County Metro's work under this Subsection 8.5.3. Once the quantity and value of obsolete parts have been identified and agreed upon, Sound Transit will determine the best and most appropriate way to dispose of the obsolete parts.

8.6 Cleaning

King County Metro will clean buses with the frequency and in the manner specified in **Exhibit H: Bus Cleaning Matrix**.

8.7 Equipment Return

Should King County Metro return to Sound Transit any bus or equipment for any reason, such property will be returned in the same operational condition as when delivered to King County Metro, normal wear and tear excepted.

8.8 Bus Logs and Files

In addition to any requirements set forth in Section 3.2 or Section 6.5 of this Agreement, King County Metro will maintain accurate, written and/or electronic records of repairs made to each bus. These records will detail the bus number, date of repair, detailed description of the complaint and/or repair, materials required to perform the repair, and mileage at the time of the repair. If King County Metro keeps records in hard copy, the records will be filed by coach number and by chronological order. With the exception of documents that are privileged, exempt or otherwise protected from disclosure, King County Metro will make these records available to Sound Transit on request. In addition, King County Metro will maintain separate records showing the periods during which each bus has been out of service for repairs. With the exception of documents that are privileged, exempt or otherwise protected from disclosure, King County Metro will make these records available to Sound Transit upon request including on-site read access to fleet management system electronic files via AssetWorks M5 Fleet Focus Fleet Management Program.

9.0 OPERATIONS

9.1 Operation – Extent of Services

King County Metro will manage all aspects of the street operation of the ST Express Bus Service including service quality, communications, security, and safety. King County Metro will provide drivers, first line supervisors, management, and administrative personnel, as well as any other resources required to operate ST Express Bus Service. Service provided by King County Metro will be consistent and in accordance with King County Metro's standard operating procedures including emergency procedures, unless otherwise stated in this Agreement or in **Sound Transit's ST Express Policies and Procedures** as adopted; see **Exhibit J** for a copy in effect on the date of this Agreement. Copies of King County Metro's applicable procedures will be provided to Sound Transit annually; with updates provided as necessary.

9.1.1 Cross-Use of Fleet

The Parties expect that there will be circumstances under which King County Metro will need to use its own buses to provide ST Express Bus

Service. The Parties also expect that there will be circumstances under which King County Metro may need to use Sound Transit-owned buses to provide its bus service. However, the cross-use of fleets is expected to be infrequent, for a short-term, and only when necessary. Under such circumstances, King County Metro may use its equipment to operate ST Express Bus Service and King County Metro may use Sound Transit's buses to operate King County Metro's service. King County Metro will note monthly any cross-use in **Exhibit F11: Cross-Use of Fleet**.

If, in the opinion of either Party, the cross-use of fleet becomes more frequent than intended by this Subsection 9.1.1, the Parties will meet to discuss the reasons for the cross-use and will agree upon a course of action to minimize cross-use.

The Parties are allowed to cross-use the buses only if such use of each other's buses does not adversely impact the bus service of the Party providing the buses for cross-use. Cross-use of buses purchased with federal funding may only be used in conformance with FTA restrictions and regulations.

9.2 Service Disruptions

9.2.1 Inability to Perform Bus Service

If there is a shortage of available buses or operators, or if any other reason prevents King County Metro from performing any schedule or route on any day, King County Metro will notify Sound Transit's Bus Operations Manager or designee as soon as practical. Notification will be made in person or by telephone and email.

9.2.2 Response to Road Failures

In order to ensure safe, reliable, and high quality service, King County Metro will respond to road failures in accordance with its standard operating procedures and practices. Road failures will be reported monthly using **Exhibit F5: Vehicle Maintenance**.

9.2.3 Re-route Notification

Sound Transit recognizes that, due to emergency, temporary situations, and in some cases long-term service disruptions, alternative routing may be necessary. King County Metro will notify the Sound Transit's Bus Operations Manager or designee as soon as possible about the cause of disruption and the duration and description of any significant re-routes.

9.2.4 Emergency Notification

King County Metro will notify immediately (within 30 minutes) in person, by telephone, or email, Sound Transit's Bus Operations Manager or designee of any emergency operations, or any accidents or incidents that result in death, serious injury, or major disruptions of service. Notice must

be given according to **Sound Transit's ST Express Policies and Procedures** as adopted; see **Exhibit J** for a copy in effect on the date of this Agreement.

A Service Supervisor Response Report detailing a High Priority Emergency must be submitted to Sound Transit's Bus Operations Manager by the end of the next business day. Sound Transit staff will review the report and participate in incident follow up. A final incident report must be sent to Sound Transit. If the report is adequate, Sound Transit will approve it within seven days.

King County Metro will document all Low Priority Incidents in the daily reports (Section 6.5.3).

9.3 Service Delivery

King County Metro is responsible for managing the workforce and operating service so that ST Express Bus Service is delivered to the customers in a safe, reliable, cost-effective and courteous manner as follows:

- a. King County Metro will maintain adequate field supervision to monitor the daily operation of the ST Express Bus Service any time revenue service is being performed. Upon request, King County Metro will provide Sound Transit with a shift schedule and coverage area.
- b. King County Metro will provide a sufficient number of trained drivers to ensure that the ST Express Bus Service is operated in accordance with this Agreement.
- c. King County Metro will provide accident and incident investigation/management for safety, security, employee, and customer issues. Information on preventable accidents will be provided monthly in the format provided in **Exhibit F2: Preventable Accident Rate by Route**. Accident detail will be provided monthly using the format in **Exhibit F3: Accident Detail**.
- d. King County Metro will provide emergency management and response, including adverse weather planning.

9.4 Short-term, Additional Service

King County Metro may also be requested to perform the following types of short-term additional service:

9.4.1 Special Service

- a. Special Service is service that is foreseen or unforeseen and which operates off-route of any publicized service. King County Metro, at its discretion and to the extent its resources will allow, will operate Sound Transit buses for Special Service when requested. The services will include buses, operators and other appropriate personnel.

Compensation will be based on the rate noted in Section 12.2.

- b. Sound Transit is not obligated to use King County Metro for this purpose and may use other partners or third-party contractors for this purpose.
- c. For Sounder bus bridges, when passengers must be moved from train to bus or bus to train, Sound Transit will be responsible for directing its customers to the bus or train service.
- d. Sound Transit acknowledges that some training for King County Metro personnel may be necessary in order to provide bridging service to support Sounder Commuter Rail. Sound Transit will pay for the cost of specialized training it approves.

9.4.2 Extra Service

Extra Service is service that is in addition to regular service and operates on a route published in Sound Transit's Ride the Wave Transit Guide or other Sound Transit bus schedule. Extra Service may be necessary due to non-emergency service disruptions or passenger overloads. Compensation will be at the "Extra Service Rate" as defined in Section 12.2.

a. Extra Service Initiated by King County Metro

King County Metro may add Extra Service when needed on regular ST Express Bus Service routes in two circumstances:

- if a high passenger load is anticipated with sufficient time to seek Sound Transit's approval, King County Metro may contact Sound Transit to propose additional service on established, publicized routes, and
- if King County Metro identifies an unexpectedly high passenger overload situation or a gap in service, King County Metro may add additional service without the approval of Sound Transit.

If the Extra Service is expected to operate for more than one day, King County Metro's Contract Services Manager or designee will request approval from Sound Transit's Bus Operations Manager or designee, who may verbally approve continuation of Extra Service.

b. Extra Service Initiated by Sound Transit

Sound Transit may request Extra Service, through King County Metro's Contract Services Manager, on regular ST Express Bus Service routes that are included in the annual SIP. To the extent its resources will allow, and at its discretion, King County Metro will operate these services when requested by Sound Transit, provided that Sound Transit notifies King County Metro of the trips to be

operated at least five days before the date of the requested Extra Service. King County Metro will respond to the Bus Operations Manager or designee to confirm that service will be implemented.

9.5 Revenue Processing

King County Metro is responsible for collecting and processing Sound Transit cash fare and non-electronic fare media revenue for the operation of ST Express Bus Service. Cash revenue and paper ticket use will be measured by the fare box or other fare collection equipment, not separately collected and counted except for auditing purposes. King County Metro will submit fare revenue and boarding information at a route level resulting from rider use of non-electronic fare media valid on ST Express Bus Service to Sound Transit within 40 days of month-end for the month of service provided. Sound Transit and King County Metro may also enter into a separate agreement for direct sales by King County Metro of non-electronic Sound Transit fare media to customers, with sales revenue provided to Sound Transit.

Sound Transit may audit farebox and ridership reports to verify accuracy of data reported by King County Metro against separately measured counts performed by Sound Transit.

Sound Transit will be liable for all taxes due on the fare revenue King County Metro has collected and provided to Sound Transit in relation to the operation of these services.

10.0 CUSTOMER SERVICES, MARKETING AND MEDIA RELATIONS

King County Metro will provide the necessary management, training, automated information, and telecommunications services to provide customer services and distribute products for ST Express Bus Service. Sound Transit will ensure that current information and products are available to King County Metro. The Parties may choose to coordinate and, at times, work jointly in marketing, advertising, employer communication, route promotion, and special services. Those customer services, communications, and marketing duties and responsibilities not specifically described below are the responsibility of Sound Transit.

10.1 Customer Services

10.1.1 Information and Products

Sound Transit's ST Express Policies and Procedures as approved by the TIG Steering Committee provide the framework for customer services provided by King County Metro. A copy of these policies in effect on the date of this Agreement is provided in **Exhibit J**.

a. Schedule Information and Trip Planning

King County Metro will provide ST Express Bus Service schedule information and trip planning using customer service representatives and automated systems in the same manner provided for King County Metro

services during the standard hours of service.

Sound Transit will review and approve of King County Metro's online and print material containing Sound Transit service information. King County Metro will review and approve Sound Transit's online and print material containing King County Metro service.

b. Electronic Information

King County Metro will provide ST Express Bus Service online schedule and service information by way of a link to the Sound Transit website. Sound Transit will provide a link to King County Metro's website.

Sound Transit will provide King County Metro with Sounder and Link schedules for the regional automated trip planning database.

King County Metro and Sound Transit will add or modify current schedule data into the regional automated trip planning database as changes are made and provide such changes to the other parties as soon as possible.

c. Fare Media Services

King County Metro is responsible for selling all bus fare media used by Sound Transit. King County Metro will sell and distribute regional passes and other fare media in accordance with the terms of the "Amended and Restated Interlocal Cooperation Agreement for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System" and other regional fare media and revenue agreements entered into by King County Metro with Sound Transit.

d. Printed Customer Information Distribution

King County Metro will store and distribute Sound Transit service information, rider alerts, and marketing materials at agreed upon locations in the normal course of business.

e. Customer Service Updates

The Parties will update each other's customer service staff or other staff, regarding its service and facility changes.

f. Ad-hoc Information

King County Metro will send emergency, detour, and service interruption information to Customer Service E-mail with a copy to the ST Express Duty Officer in electronic format and will include, at a minimum, the stops missed, the stops added and the duration of the service impact. Specific procedures have been created for adverse weather conditions. See Exhibit J for the ST Express Policies and Procedures; in particular, Operations Sections 4 and 5 in effect on the date of this Agreement.

10.2 Customer Communication

10.2.1 Customer Comments, Complaints & Commendations

King County Metro will collect and report customer comments for King County Metro-operated ST Express Bus Service using categories similar to the format and manner attached as **Exhibit E4: Customer Service Comments**.

10.2.2 Lost and Found Services

King County Metro will provide lost and found services for King County Metro operated ST Express Bus Service in the same manner and during the same hours as King County Metro provides for its services and in accordance with the operating procedures listed in Sound Transit's ST Express Policies and Procedures, as amended, or as otherwise agreed by the Parties.

10.2.3 Changeable Information

The changeable information addressed in this Subsection 10.2.3 is information (not hardware) that is changed frequently, usually on a service change or shorter basis, like rider alerts. Permanent signage is addressed in Section 11. As needed, staff members of King County Metro and Sound Transit will review and reach consensus on a matrix of tasks outlining specific responsibilities related to signage. This consensus will be documented in a matrix entitled "Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage." This document will be kept current by both Parties. Because the information and the Parties' needs are dynamic, this document will be maintained separately from this Agreement. Both Parties acknowledge its existence and its intention to create a coordinated, practical, and flexible assignment of tasks. A sample of this matrix document is provided in Exhibit K.

As a general rule and unless otherwise specifically agreed to in writing, King County Metro will design, produce, and install on-street stop and stop-specific information within King County. In some instances, King County Metro may install changeable information produced by another transit agency.

As a general rule and unless otherwise specifically agreed to in writing, for in-facility changeable information:

- Rider alerts (i.e., temporary signage) will be installed and removed by the Party identifying the need for the Rider Alert. For example, if Sound Transit needs to modify bus departure times at the facility, Sound Transit will install Rider Alert. If King County Metro needs to change bay assignments, then King County Metro will install and remove Rider Alerts.

- Variable message signs that are part of the on-board bus systems will be programmed by King County Metro as are all variable message signs owned by King County Metro.
- Variable message signs owned by Sound Transit and not part of the on-board systems will be programmed by Sound Transit.
- Variable message signs owned by King County Metro and not part of the on-board systems will be programmed by King County Metro.

10.3 Marketing

Sound Transit will market and advertise ST Express Bus Service. King County Metro will include marketing materials about Sound Transit provided by Sound Transit where it is geographically appropriate. The Parties may collaborate on marketing and advertising and information sharing.

If King County Metro includes references to Sound Transit services in any written or electronic communications or marketing materials (including online schedule information) King County Metro will clearly designate the services or facilities as being provided by Sound Transit and include the Sound Transit logo where feasible.

If Sound Transit includes references to King County Metro services in any written or electronic communications or marketing materials (including online schedule information), Sound Transit will clearly designate the services or facilities as being provided by King County Metro and include the King County Metro logo where feasible.

10.3.1 Outreach

a. Printed Customer Information Materials

King County Metro may include Sound Transit information in King County Metro's rider materials. When Sound Transit service is mentioned, Sound Transit will be clearly identified as the service provider. Materials produced will follow Sound Transit's naming conventions and review process in accordance with the Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J**, in particular, Customer Service Section 7 in effect on the date of this Agreement and the "Sound Transit Editorial and Style Guide."

b. Community Outreach

King County Metro will include information about Sound Transit service and safety in their community (i.e., employer, school) outreach program where geographically appropriate.

c. Surveys

The Parties may choose to collaborate on customer surveys and share information as appropriate.

10.3.2 Transit Advertising on Sound Transit Vehicles

Sound Transit retains rights to sell and install advertising on all of its vehicles operated or maintained by King County Metro (including vehicles used for non-emergency ST Express Bus Service that Sound Transit may lease from King County Metro, provided that such leased vehicles display Sound Transit livery or are otherwise identified as vehicles providing ST Express Bus Service). King County Metro will help Sound Transit's advertising contractor with Sound Transit-related advertising tasks, including advertising frame removal and mounting, washing, and transporting vehicles to and from installation locations upon reasonable notice and at times that least interfere with King County Metro's ongoing maintenance functions. King County Metro will make reasonable efforts to ensure that its advertising contracts do not include King County Metro vehicles used by Sound Transit in ST Express Bus Service except for emergency purposes.

Any labor charges related to maintaining Sound Transit advertising and moving vehicles for advertising installation will be covered by this Agreement.

10.3.3 Media Relations

Except as otherwise provided, Sound Transit will communicate with the media regarding ST Express Bus Service. King County Metro will contact Sound Transit regarding all media requests and inquiries related to ST Express Bus Service. In that instance, the Parties will collaborate on the response and on which organization will respond.

ST Express Bus Service special or event service information, including media advisories and press releases, will be coordinated between King County Metro's Public Relations Officer and Sound Transit's Public Information Officer.

11.0 MAINTENANCE AND OPERATIONS OF FACILITIES

11.1 Passenger Facilities Use and Maintenance

Both Parties own facilities within the service area covered by this Agreement. With the exception of the Downtown Seattle Transit Tunnel (DSTT), operations, maintenance (including repairs, inspections, updates and cleaning), and permanent signage are the responsibility of the Party that owns the facility. The DSTT is governed by separate agreement. Generally, each Party may operate its bus service in and out of the other Party's park-and-ride lots, transit centers, and

other passenger facilities without cost; provided, however, that there may be cases where the Parties agree to an exception and negotiate shared costs. The Good Neighbor Policy, attached as **Exhibit L: Good Neighbor Policy**, is the defining document for this Section 11.1.

11.2 Permanent Signage

Permanent signage are the signs and hardware intended to remain in place unchanged for long periods of time. Changeable signs and information are addressed in Subsection 10.2.3. Unless agreed upon in writing otherwise, permanent signage located on property is the responsibility of the owner agency.

For those joint-use facilities that utilize the Regional Signage Program, the regional graphic standards will apply. When the Regional Signage Program and the Tactile Way-finding Standards are utilized, both Parties will be recognized at the facility. References to Sound Transit in signage must adhere to the Style Guide in the current "Customer Signage Design Manual" (a Sound Transit document).

Variable message signs that are part of the On-board Systems for King County Metro are the responsibility of King County Metro to operate and maintain. Variable message signs that are owned by Sound Transit are the responsibility of Sound Transit.

In all cases, either Sound Transit or King County Metro may install sign media (see Subsection 10.2.3).

11.3 Maintenance

11.3.1 Maintenance of Facilities

Under separate agreement, King County Metro may provide operations and maintenance including repairs and cleaning services at Sound Transit facilities on a facility-by-facility basis.

11.3.2 Maintenance of Signage

To determine who is responsible for maintenance where maintenance is understood to include repair to damaged hardware, cleaning, and graffiti removal:

- If Sound Transit owns the facility and if Sound Transit owns the sign, then Sound Transit repairs, cleans and inspects the sign and sign hardware.
- If Sound Transit owns the facility and if King County Metro owns the sign, then King County Metro repairs, cleans and inspects the sign and sign hardware.

- If King County Metro or the State owns the facility and Sound Transit owns the sign, Sound Transit repairs, cleans and inspects the sign and sign hardware.

Sound Transit will provide up to twice-yearly cleaning and maintenance of the regional signage system hardware that is in Sound Transit's facilities. Sound Transit will manage graffiti removal as reported by King County Metro.

12.0 FINANCIAL AUTHORIZATION, COMPENSATION AND PAYMENT

This section sets forward the annual financial authorization for service, basis and methods for compensation and invoicing as well as the annual close out reconciliation of costs and other financial reporting requirements for NTD between Sound Transit and King County Metro, as defined in the respective sections as follows:

- Baseline Cost;
- Extra Service and Special Service;
- Catastrophic Event Service;
- Task Orders;
- Periodic Reviews;
- Monthly Invoice and Payment;
- End of Year Requirements and Closeout Reconciliation; and
- Taxes and Fees.

King County Metro will maintain financial books, records, documents and other evidence directly pertinent to the performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP").

If there is a conflict between this Agreement and any more specific agreements between the Parties, the more specific agreements supersede, including compensation provided in this Agreement.

12.1 Baseline Cost

12.1.1 Composition of Baseline

Baseline Cost is the estimated annual cost of King County Metro's provision of the planned level of service identified in the SIP and scope of services identified in this Agreement.

Any services which require separate cost submittals and are addressed in separate agreements between Sound Transit and King County Metro will be excluded from the Baseline Cost for ST Express Bus Service.

12.1.2 Cost Allocation Model (CAM)

The Parties acknowledge that the Baseline Cost will be based on allocations of cost to ST Express Bus Service from cost pools that include the cost of other services provided by King County Metro. Current practice is that actual costs are allocated to ST Express Bus Service and to other King County Metro services by a cost allocation model ("CAM"); however, estimated costs are based on a simulation of the CAM. Sound Transit acknowledges that the year-end CAM and budgeting CAM are not reconcilable. The amounts billed to Sound Transit are not intended to represent a time and materials calculation of cost; rather, they are blended costs that are allocated in a way to apportion costs in a reasonable manner and minimize the administrative time to manage the cost allocation process.

12.1.3 Baseline Cost Submittal

King County Metro will submit an annual cost for baseline service in the upcoming year and will provide a unit cost per platform hour for the service. The unit cost per platform hour is the annual Baseline Cost divided by the total planned platform hours.

a. Submittal Timeline

No later than October 31, King County Metro will provide its Baseline Cost estimate for the upcoming year and the CAM, including allocation methodology, to Sound Transit. Sound Transit will review and provide comments to King County Metro on the Baseline Cost estimate and the CAM by November 10.

The Parties will agree by December 15 upon a Baseline Cost for the upcoming year. Sound Transit will provide a cost submittal letter to include **Exhibit G1: Rate Setting** to be countersigned by King County Metro ("Cost Submittal Letter"). The schedule is in **Exhibit G3: Financial Data Submissions**.

b. Format

The rate setting format is substantially that of the NTD Form F30 and these expense objects and functions will be consistent with the NTD definitions. See **Exhibit G1: Rate Setting** attached. The costs used to develop the rate will be generated using the estimated budget for King County Metro, operating statistics for both Parties, and the cost allocation model as described in Section 12.1.2 above.

c. Baseline Cost Submittal Documentation

Using King County Metro's annual allocation of the biennial budget and estimations of inputs to the allocation variables, King County

Metro will estimate the total costs allocated to Sound Transit based on the agreed upon methodology.

King County Metro will provide the cost assumptions for Baseline Cost. The supporting documentation will include the CAM, including the cost pools, estimated annual totals for each cost pool, and the allocation variable applied for each cost pool.

12.1.4 Changes to Baseline Cost

Should it be determined that a change in the CAM methodology is required, for any reason, both Parties must agree to the changes in writing. Any change must be documented using the same methodology defined above including an explanation regarding the rationale for necessitating the change.

Either Party may propose a change to the Baseline Cost during the year but changes may be effected only by mutual agreement in writing.

For example, within a given year the Parties recognize that changes to the Baseline Cost may be necessary to reflect changes in the level of service actually operated compared to the amount of service anticipated in the SIP that governed the development of the Baseline Cost for a particular year.

12.2 Extra Service and Special Service

Section 9.4 (Short Term, Additional Service) describes the operational aspects of Extra and Special Service. Annually with the Baseline Cost submittal (Section 12.1.3), King County Metro will submit a marginal rate per platform hour for Extra Service and Special Services as part of **Exhibit G1: Rate Setting**. The marginal rates will be included in the Cost Submittal Letter.

12.3 Catastrophic Event Service

The Parties acknowledge that there may be one-time costs for emergencies. The Parties will meet and King County Metro will provide written documentation of one-time cost emergencies for Sound Transit's review and approval, which approval will not be unreasonably withheld.

Within three days of the onset of an emergency, King County Metro will, to the extent possible, provide Sound Transit with an initial written description of the work, a proposed timeline for completing the work, and an estimated cost for the work. King County Metro will amend this estimate weekly until all costs of the emergency are reasonably known. Sound Transit will pay for all costs of the emergency. In the event the costs attributable to Sound Transit cannot be separately identified, King County Metro will identify the total cost of the emergency to all involved parties and describe its method for prorating the Sound Transit share of the cost.

12.4 Task Orders

Sound Transit may request King County Metro to perform tasks beyond the scope specifically provided in this Agreement. In addition, King County Metro may suggest initiatives that may benefit Sound Transit. King County Metro will, at its discretion, decide if the work is appropriate and practical to be performed by King County Metro or whether the work could be contracted.

Sound Transit will provide a written Task Order (**Exhibit O: ST Express Bus Operations Task Order**) including a scope of work to King County Metro. King County Metro will review the initiative in detail and develop a cost estimate to perform the work (including parts, labor, travel, lodging, materials, etc.). The cost of such work will be initially determined by King County Metro and provided in written format by modifying the proposed Task Order with additional documentation when available. Sound Transit will review the cost estimate and award the work to King County Metro or to another party that Sound Transit determines to be in its best interest. Sound Transit is not obligated to award this work to King County Metro.

In each Task Order, Sound Transit will set a percentage or dollar amount from which the estimate may change without further action. King County Metro will notify Sound Transit's Bus Operations Manager if the cost of work increases beyond the percentage or dollar amount and King County Metro must secure Sound Transit's Bus Operation Manager's pre-authorization and written approval to proceed with the work.

Compensation for additional work which is deemed operation expense (as noted in the Task Order) will be added to the monthly invoice as a separate line item. Compensation for additional work which is deemed capital expense will be invoiced separately. Documentation of work accomplished and actual costs must be provided. (See **Exhibit G2: Monthly Invoice Summary**.)

12.5 Periodic Review of Financial Performance

The Parties agree to meet two times during the year to review the budget versus actual performance of King County Metro pertaining to the ST Express Bus Service provided for under this Agreement. These meetings will take place no earlier than May and as part of the annual negotiation process in November. The purpose of these meetings will be to identify any issues that might have a budget impact on the current year, or for future annual planning.

12.6 Invoices and Payment

12.6.1 Monthly Invoices

King County Metro will invoice Sound Transit monthly using the format attached as Exhibit G2: Monthly Invoice Summary, after having submitted the Monthly Report (Section 6.5.1) and no later than the 25th of the following month, for all services provided as follows:

a. Standard Invoice:

Baseline Cost will be invoiced as one-twelfth of the annual Baseline Cost for the current year.

Task Orders with operating expenses will be a separate line item and be supported with complete documentation.

Extra Service will be billed on the number of platform hours of Extra Service operated in the month times the appropriate rate as identified in **Exhibit G1: Rate Setting**.

b. Additional Invoices:

- King County Metro will bill Special Service quarterly and separately from all other expenses at the appropriate rate as identified in **Exhibit G1: Rate Setting**. King County Metro will provide documentation as to the service provided, platform hours and miles driven, estimated passengers carried and the cost of the service. Sounder Backup service will be identified separately from other Special Service.
- Task Orders with capital expenses will be a separate line item and be supported with complete documentation.

12.6.2 Payment

Upon submission of a properly supported and complete invoice, Sound Transit will pay invoices within 30 days of receipt. An invoice will be considered complete only when all monthly information is provided as required in Section 6.5.1.

King County Metro will send invoices to:

Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

or send to accountspayable@soundtransit.org.

If Sound Transit disputes the charges, documentation, or completeness of an invoice, Sound Transit will notice such objections to King County Metro in writing within 20 days after receipt of the invoice. Any such dispute must be reconciled and if changes are necessary a new invoice issued and documentation of cancellation of the original invoice provided. Any such dispute will be subject to the dispute resolution procedures as set forth in this Agreement. Notwithstanding this paragraph, Sound Transit's right to dispute charges or audit is not prejudiced.

12.7 End of Year Requirements and Closeout Reconciliation

12.7.1 General

Per Section 2.1.2 NTD Reporting, King County Metro will submit a compilation of all service and other operating data no later than February 28. King County Metro and Sound Transit will also complete a preliminary financial annual reconciliation of all reported NTD data no later than March 31 in order for both Parties to be able to submit their data on or before April 30 of each year for the prior year's costs. Furthermore, all financial reconciling items are to be prepared on an accrual basis to be included as part of the year-end reporting close and mutually agreed upon with adequate supporting documentation no later than March 31.

If any reconciling items are identified after March 31 but prior to the completion of each agency's financial audit, the reconciling items, unless material to the financial statements of either one or both of the Parties, will be reflected in the next fiscal period. Sound Transit's Director of Accounting and King County Metro's Finance Manager of Enterprise Operations respectively will review such determinations on a case-by-case basis and reach a mutual agreement on disposition.

12.7.2 Documentation

During the end of year financial close, King County Metro will provide its CAM output spreadsheet (as of December 31) including cost pools and allocation variables and operating statistics for the previous calendar year. Any changes in cost pools due to reorganizations, or changes in variables applied to the cost pools, will be identified by King County Metro prior to beginning the reconciliation process. Both Parties must concur with the change in writing. Any cost pool allocation which cannot be substantiated in this manner must be revised to meet the agreed upon methodology.

The CAM cost pools are used to develop the NTD reports for King County (as well as Sound Transit). The CAM cost pools are reconciled to King County Metro's financial records. The NTD data is reconciled to King County Metro's audited financial statements during the Agreed Upon Audit Procedure ("AUP") work associated with the NTD submittal. Sound Transit will rely on these AUP of the NTD data to document the allocation of the cost pools to both Sound Transit and King County Metro modes of service.

12.7.3 Settlement

Upon agreement of the Parties regarding the cost allocation process, the total costs reported by King County Metro for the prior year service will be compared to the total payments made by Sound Transit during the year. The difference between the total allocated cost and the actual payments made during the year will result in a reconciling amount.

The settlement of the annual reconciliation will be made by separate

invoice.

12.8 Taxes and Fees

Sound Transit is responsible for all federal, state and local taxes, assessment and fees that are required to be paid by Sound Transit or the County in connection with the provision of ST Express Bus Service under this Agreement. The County will include in its invoices to Sound Transit all taxes and fees that the County is obligated to pay related to the services provided under this Agreement.

The services provided under this Agreement are not currently considered a retail sale and therefore Sound Transit's payments under this Agreement are exempt from Washington State sales and use tax. If state tax law changes and these charges become a taxable retail sale, then Sound Transit will pay the required Washington State sales and use taxes.

Sound Transit will defend, indemnify and hold harmless the County from and against any tax liability, including any tax liability that may arise due to incorrect determination or calculation of any taxes owed by the County under this Agreement. This requirement would not apply if the County were to collect a required tax but fail to remit the tax to the applicable taxing authority. In the event of a tax dispute, the County will provide, with the exception of documents that are privileged, exempt or otherwise protected from disclosure, any relevant documentation as may be reasonably requested by Sound Transit.

13.0 DISPUTE RESOLUTION

In the event of any dispute concerning this Agreement, the designated representatives for Sound Transit and King County Metro, as defined in **Exhibit C: Designated Representatives**, will confer to resolve the dispute. The designated representatives will use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement.

In the event the designated representatives are unable to resolve the dispute, the Executive Director of Operations or designee for Sound Transit and the Deputy General Manager of Planning and Customer Services for King County Metro will confer and exercise good faith to resolve the dispute.

In the event the Executive Director of Operations for Sound Transit or designee and the Deputy General Manager of Planning and Customer Services for King County Metro are unable to resolve the dispute, the Chief Executive Officer for Sound Transit and the King County Metro General Manager will engage in good faith negotiations to resolve the dispute.

In the event the Chief Executive Officer for Sound Transit and the King County Metro General Manager are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon non-binding mediator. The Parties will share equally in the cost of the mediator.

Sound Transit and King County Metro may not seek relief in a court of law until and unless each of these procedural steps is exhausted.

14.0 INSURANCE AND RISK MANAGEMENT PROGRAM

King County Metro will provide insurance coverage during the entire term of this Agreement as set forth in **Exhibit M: Insurance and Risk Management Program**.

15.0 INDEMNIFICATION AND DEFENSE

15.1 General Indemnity

To the maximum extent permitted by law, each Party will defend, indemnify, and hold harmless the other Party and all of its officials, employees, principals, and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property ("Claims"), which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying Party, its contractors, and/or employees, agents, and representatives in performing its obligations under this Agreement. Each Party's obligation under this Section 15 applies only to the extent of the negligence of that Party or its contractors, employees, agents, or representatives.

Each of the Parties agrees that its obligations under this Subsection 15.1 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, both Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

In the event either Party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this Section against the other Party, all such fees, costs, and expenses will be recoverable by the prevailing Party.

The cost of financing the risk of loss associated with the County's activities under this Agreement, including defense and indemnification of Sound Transit under this section, will be included in the calculation of the Baseline Cost.

15.2 Labor Indemnity

Except when caused by the default under this Agreement by King County Metro or as a result of a termination for convenience by King County Metro, Sound Transit will defend, indemnify, and hold harmless King County Metro and its officials, employees, and agents against any and all claims, demands, suits, actions, damages or liability (collectively "Claims") for labor protections provided to transit employees within Sound Transit's service area under 49 U.S.C. §5333(b) that are based upon a Sound Transit 13(c) agreement or arise out of, are connected to, or are materially related to the commencement, operation, modification, or termination of the ST Express Bus Service that is the subject of this Agreement. Sound Transit's obligation applies whether the claim is brought against Sound Transit under a Sound Transit 13(c) agreement or against King County Metro under a King County Metro 13(c) agreement, or against both. Sound Transit will have complete control over any such claim or action, including, but not limited to, the right to defend, contest, or settle the claim or action. King County Metro will cooperate fully with Sound Transit in the handling of any such

claim or action.

15.3 Labor Compliance

As a condition of Sound Transit's receipt of federal grant funds to acquire capital assets in connection with this Agreement, Sound Transit and various locals of the Amalgamated Transit Union representing transit employees in the Sound Transit service area have entered into an "Agreement Pursuant to Section 13(c) of the Federal Transit Act", dated February 29, 1996 and as amended March 30, 1999 ("Sound Transit's 13(c) Agreement"). With respect to King County Metro employees covered by Sound Transit's 13(c) Agreement, King County Metro will comply with the terms of Sound Transit's 13(c) Agreement in the provision of ST Express Bus Service. If compliance requires King County Metro to incur additional costs above its own 13(c) compliance obligations, Sound Transit will reimburse King County Metro the actual and reasonable additional costs that are not already included in the rates paid under this Agreement.

15.4 Survival

The provisions of this Section 15 will survive any expiration or termination of this Agreement.

16.0 EXCUSE FROM PERFORMANCE

The Parties will be temporarily excused from performing all or part of its respective obligations under this Agreement if it is prevented from performing by reason of fire, flood, earthquake, storm, natural disasters, strikes, lockouts, labor disputes, explosion, war, insurrection, terrorism, riots, acts of any government other than itself (excluding judicial action) or any other similar cause that is beyond the control of and not the fault of the Party claiming excuse from performance. However, the Party claiming excuse from performance must, within 24 hours, or as soon as reasonably possible, present to the other Party written notice of the facts constituting such cause and claiming excuse from performance under this section, its proposal for partial performance if possible, and when it thinks it will be possible to start full performance. If a Party's performance is found to be excuseable under this Agreement, then the other Party will waive its damage claims against the excused Party caused by the excused non-performance. If King County Metro is excused from performing its obligations under this Agreement in accordance with this section, Sound Transit may perform all such obligations itself with other personnel without liability to King County Metro. Further, in the event King County Metro is excused from performing its obligations in accordance with this section for a period of 30 days or longer, Sound Transit will have the option to immediately terminate the Agreement by giving King County Metro written notice. Termination of the Agreement under this section will be considered termination for convenience.

17.0 TERMINATION OF AGREEMENT

17.1 Termination for Default

Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the other Party, provided that if practicable, the Party terminating the Agreement will give:

- a. Written notice of intent to terminate at least 30 days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement.
- b. An opportunity for the other Party to cure the default within the 30 days of notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions.

If the defaulting Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the notice of termination or any extension to the notice period, granted by the Party not at fault, the Agreement will be deemed terminated.

17.2 Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, in writing, for its convenience provided that the other Party will be given:

- a. Written notice of intent to terminate no less than 12 months prior to a major service change; and
- b. Opportunity for consultation with the Party initiating the termination prior to the termination date.

17.3 Activities upon Termination

Upon termination of this Agreement by expiration of the term or as provided in this section, the Parties will cooperate to develop a coordinated plan for terminating the services rendered up until the time of termination, determine reasonable contract close-out costs and developing a Downtown Seattle Transit Tunnel (DSTT) operations plan. Close-out costs include, but are not limited to, costs related to staffing reductions, records/data adjustments and transfer, equipment/parts transfer, and tunnel service adjustments. The County will account and dispose of the buses and equipment provided by Sound Transit in the manner Sound Transit directs. Sound Transit will compensate the County for all associated close-out costs, except as noted below. In the event of termination by default or breach, Sound Transit will compensate King County Metro only for the services satisfactorily rendered to the date of termination at the rates and amounts provided in this Agreement, with no payment for contract close-out costs as otherwise provided in this section.

17.4 Survival of Provisions

The provisions of this Section 17 will survive and remain applicable to each Party notwithstanding any termination or expiration of this Agreement.

18.0 LEGAL COMPLIANCE

18.1 Personnel

King County Metro and all subcontractors will comply with all applicable state and federal laws, regulations, rules, and procedures with respect to employer's liability, worker's compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees.

18.2 Rights and Remedies

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

18.3 Relationship of Parties

18.3.1 Personnel

No agent, employee, subcontractor, or servant of King County Metro will be deemed to be an employee, agent, or servant of Sound Transit. Except as expressly provided in this Agreement, the manner and means of conducting the ST Express Bus Service are under the sole control of King County Metro, and King County Metro will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement. King County Metro will direct the performance of all its personnel, agents, employees, and subcontractors.

18.3.2 Independence of Parties

This Agreement is solely for the benefit of the Parties and gives no right to any third party. No joint venture or partnership is formed as a result of this Agreement. The employees, agents, or subcontractors of one Party are not deemed, or represent themselves to be, employees of the other Party.

18.4 Non-Exclusivity of Agreement

Sound Transit may enter into agreements with other entities to provide ST Express Bus Service within King County Metro's service area.

18.5 Parties in Interest

Nothing in the Agreement is intended to:

- Confer any rights or remedies on any person other than the Parties;
- Relieve or discharge the obligation or liability of any third-party to either Party; or
- Give any third-parties any right of subrogation or action against either Party.

18.6 Assignment

Neither Party will assign, transfer, or otherwise substitute its obligations under this Agreement without the prior written consent of the other Party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

18.7 Binding on Successors

All of the terms, provisions and conditions of the Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.

18.8 Waiver of Default

A waiver of any default will not be construed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be construed to be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of this Agreement unless agreed to in writing.

18.9 Entire Agreement

This Agreement, including attachments and exhibits, constitutes the entire agreement between the Parties with regard to ST Express Bus Service, except as otherwise expressly provided in this Agreement.

18.10 Amendments and Modifications

Modifications or amendments of this Agreement are only valid if they are in writing and signed by authorized representatives of the Parties.

Compensation for additional work not provided for under this Agreement must be agreed upon in writing. The agreed upon terms of any additional work including, but not limited to, scope and compensation, will be in the form of Task Order (described in Section 12.4 and **Exhibit O: ST Express Bus Operations Task Order**), an addendum or modification to this Agreement.

Amendments to the policies outlined in this Agreement are subject to the approval of the Sound Transit Board of Directors and the King County Council. Amendments and revisions to exhibits may be authorized by Sound Transit's Executive Director of Operations or designee and by King County Metro's General Manager.

18.11 Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement will not be affected if the remainder will continue to serve the purposes and objectives originally contemplated by the Parties.

18.12 Calculation of Time

Unless specifically provided otherwise, references to time periods of five (5) or less days will be considered business days and time periods of greater than five days will be considered calendar days.

18.13 Other Agreements

This Agreement applies to ST Express Bus Service performed as of the date of this Agreement and will supersede the 2010-2014 Regional Express Bus Service Operations and Maintenance Agreement. However, the terms of the 2010-2014 agreement will remain in effect with regard to any remaining obligations under that agreement, until said obligations have been satisfied.

19.0 NOTICE

Any notice required, permitted or implied under this Agreement including change of address, may be personally served on the other Party by the Party giving notice or may be served by certified mail, return receipt required, to the following address:

General Manager
King County Metro
201 South Jackson Street
Seattle, WA 98104-3826

Executive Director of Operations
Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

20.0 EXHIBITS

Exhibits A through O attached and referred in this Agreement are incorporated into this Agreement by reference.

21.0 EFFECTIVE DATE AND TERM

21.1 Effective Date

This Agreement takes effect upon execution by the Parties.

21.2 Term

The first year of this Agreement will end on December 31, 2015; all subsequent years of this Agreement will begin on January 1 and end December 31. This Agreement will expire on December 31, 2017, with an option to extend for two additional one-year periods.

22.0 EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, each of which is regarded for all purposes as one original.

The Parties have executed this Agreement as of the date set forth below their signatures.

KING COUNTY DEPARTMENT
OF TRANSPORTATION

("King County Metro")

CENTRAL PUGET SOUND
REGIONAL TRANSIT
AUTHORITY

("Sound Transit")

Kevin Desmond
General Manager

Joan M. Earl
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

King County Prosecuting Attorney

Sound Transit Legal Counsel

Date: _____

Date: _____

EXHIBITS

EXHIBITS

EXHIBIT A:	DEFINITIONS
EXHIBIT B:	ADA COMPLAINT SUMMARY
EXHIBIT C:	DESIGNATED REPRESENTATIVES
EXHIBIT D:	PERFORMANCE STANDARDS
EXHIBIT E:	NATIONAL TRANSIT DATABASE REPORTS
EXHIBIT E1:	Route Statistics
EXHIBIT E2:	Safety
EXHIBIT E3:	Security
EXHIBIT E4:	Customer Service Comments
EXHIBIT F:	MANAGEMENT REPORTS
EXHIBIT F1:	Reports and Documents
EXHIBIT F2:	Preventable Accident Rate by Route
EXHIBIT F3:	Accident Detail
EXHIBIT F4:	On-Time Performance
EXHIBIT F5:	Vehicle Maintenance
EXHIBIT F6:	Warranty Report
EXHIBIT F7:	Exclusion Activity
EXHIBIT F8:	Overloads
EXHIBIT F9:	Trip Ridership
EXHIBIT F10:	Miles and Fuel
EXHIBIT F11:	Cross-Use of Fleet
EXHIBIT G:	COMPENSATION
EXHIBIT G1:	Rate Setting
EXHIBIT G2:	Monthly Invoice Summary
EXHIBIT G3:	Financial Data Submissions
EXHIBIT G4:	Extra Service Hours
EXHIBIT H:	BUS CLEANING MATRIX
EXHIBIT I:	FTA PROVISIONS
EXHIBIT J:	ST EXPRESS POLICIES AND PROCEDURES
EXHIBIT K:	MULTIPLE-AGENCY SIGNAGE RESPONSIBILITIES
EXHIBIT L:	GOOD NEIGHBOR POLICY
EXHIBIT M:	INSURANCE AND RISK MANAGEMENT PROGRAM
EXHIBIT N:	ST ENVIRONMENTAL SUSTAINABILITY INFORMATION
EXHIBIT N1:	Environmental and Sustainability Management System
EXHIBIT N2:	Sustainability Initiative
EXHIBIT O:	ST EXPRESS BUS OPERATIONS TASK ORDER

Exhibit A: Definitions

ADA: Americans with Disabilities Act

ADA Complaint: An ADA complaint is any complaint that challenges Sound Transit's compliance with the ADA or FTA's regulations regarding ADA.

Baseline Cost: Baseline costs are ordinary cost associated with maintenance and operation of a public transit bus in planned level of service identified in the Service Implementation Plan. Any services that require separate cost submittals and/or are addressed in separate agreements between Sound Transit and the operating partner shall be excluded from the Baseline Cost for ST Express Bus Service.

Bus Cleanliness: Bus Cleanliness is approximated by tracking the number of detailed interior cleanings and the number of daily exterior bus washes. The interior cleaning measure is calculated by identifying the number of buses whose interior was detailed and dividing by the number of buses whose interior was due to be detailed during a month multiplying by 100. The exterior bus wash measure is calculated by identifying the number of bus washes actually accomplished per day and dividing by the total due over the course of a month. The number due is affected by days when freezing or near freezing temperatures, water shortages, power outages or bus wash breakdowns can prevent bus washes from happening. (See **Exhibit H Bus Cleaning.**)

Bus Stop: A bus stop is a designated space for loading and/or unloading bus passengers.

Catastrophic Event: A catastrophic event is one which is unforeseen, serious enough to affect a large percent of Sound Transit's service area or number of routes and lasting more than a couple of days. Catastrophic events generally require more extensive planning and efforts including operating plans, budgets, start-up plans and shutdown plans to handle the situation. Examples of catastrophic events are floods that shut down an operating base, a major earthquake or a large-scale terrorist attack.

Central Link: Sound Transit's Central Link Light Rail Service.

Commuter Rail: Sound Transit's Sounder Commuter Rail Service.

Cost Pools: The organization structure used by King County to accumulate costs from various cost centers and projects into like units. A cost pool is shared among King County fleet types using an allocation rule.

Customer Service: Customer Service is a performance measure that approximate customer satisfaction based on number of complaints. This measure is shown by identifying the number of customer complaints and setting this number in ratio to the number of boardings divided by 100,000. This measure excludes complaints relating to Sound Transit fares, policies and procedures, compliments or suggestions for service changes.

Deadhead: Travel between a base and the beginning or end of a route, or between the ends of one route to the start of another route (vehicle is not in passenger service).

Estimated Timepoint (See Timepoint): An estimated timepoint is notated timepoint in which the scheduled time may likely be inaccurate due to widely varying circumstances. Estimated timepoints occur only on the downstream end of a route and quite often are at the end of a major freeway segment.

Extra Service: Bus trip(s) added to a regular route to address overloads, connections or other customer needs.

Fixed-Route Service: Bus service following a consistent path, generally using the same streets, highways, and other roadways on all scheduled trips as identified in Sound Transit's "Ride the Wave Transit Guide" (or its successor).

Generally Accepted Accounting Principles (GAAP): GAAP is a set of uniform accounting rules for recording and reporting financial data to represent accurately financial results. The Financial Accounting Standards Board and the Government Accounting Standards Board endorse these standards through a combination of authoritative pronouncements created by the policy boards thus providing accepted ways of doing accounting in the United States of America.

Generally Accepted Auditing Standards (GAAS): GAAS is a set of guidelines used by auditors when conducting financial audits on an organization. These standards have created a systematic guideline for auditors to follow, ensuring the accuracy, consistency and verifiability of auditors' actions and reports. For governments, these standards also include Government Auditing Standards (the "Yellow Book") or Generally Accepted Government Auditing Standards (GAGAS).

High Priority Emergencies: See **Exhibit J: ST Express Policies and Procedures**.

Layover/Recovery Time: Out-of-service time allotted a vehicle prior to or between trips for maintaining on-schedule operations; vehicle is not in active passenger service, although passengers may be on-board.

Low Priority Incidents: See **Exhibit J: ST Express Policies and Procedures**.

Maintenance Personnel: Maintenance personnel are individuals employed to perform maintenance and repair of buses.

Major Mechanical System Failure: Major mechanical failure is a road failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns (NTD Definition).

Management Information System: This system (**US DOT Drug and Alcohol Testing MIS**) describes obtaining and recording drug and alcohol usage information per federal government regulations.

Marginal Cost: The variable cost of providing an additional hour of service. Direct costs does not include overhead.

Midday Bus Storage: Midday storage of buses near the major destination served by a route or group of routes allows reducing or eliminating the need to deadhead buses to and from the operating base.

On-Time Performance: On-time performance is the percentage of timepoints served on-time. This is calculated by identifying the number of published timepoints served up to one minute early or more than 5 minutes late (on-time) excluding stops identified as “estimated time points”. (See **Exhibit F4 On-Time Performance** for calculation.)

Other Mechanical System Failure: Other mechanical failure is a road failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. (NTD Definition)

Park-and-Ride Lots: A park and ride lot serves as a transfer center between transportation modes and provides parking for commuters.

Passenger Shelter: A covered waiting area at a transit stop or station, often with benches, that provides protection to riders from inclement weather.

Platform Hours: Platform hours is the time during which an operator operates a vehicle in revenue service, is deadheading or while in recovery.

Preventable Bus Accidents: Preventable bus accidents include any impact between a Sound Transit vehicle and any moving or stationary vehicle, object or person; the current FTA definition will apply. This measure is calculated by identifying the sum of all preventable accidents for the month, multiplying by 100,000 hubodometer (or odometer) miles and dividing by the number of miles operated during the month.

Preventive Maintenance: The Preventive Maintenance measure approximates ensuring the appropriate level of care in maintaining the useful life of the bus. This measure is calculated by identifying the preventive maintenance inspections required during the month and determining whether the inspection was performed within the interval. The number of preventive maintenance inspections performed within the mileage interval is divided by the total number of preventive maintenance inspections and multiplied by 100.

Purchased Transportation: Purchased Transportation is service provided to a public transit agency or governmental unit from a private transportation provider based on a written contract.

Revenue Service (Miles, Hours, and Trips): Revenue service is when a vehicle is available to the general public and an expectation of carrying passengers exists. These passengers directly pay fares, have their fares subsidized by public policy, or provide payment through some contractual arrangement. Vehicles operated in fare free service are in revenue service. Revenue service includes layover / recovery time. Revenue service excludes deadhead, vehicle maintenance testing and miscellaneous operations related to incidental such as training.

Road Failure: Road failure is an incident requiring a bus change, service call, or tow-call.

Route Miles: Mileage traveled by vehicles when available for carrying passengers between end-terminal points.

Security: The Security measure approximates the level of safety passengers may perceive and the appropriate level of effort by the provider to maintain a secure environment for passengers. This measure is calculated by identifying the number of NTD defined security related incidents, dividing by the total boardings during the same period and multiplying by 100.

Service Change: The addition, deletion, or modification of service resulting in the physical realignment of a transit route, or a change in the type or frequency of service provided; may also include schedule or vehicle type changes; may refer to a change in service at the trip, route, or system-wide level as appropriate. May also indicate one of three standardized dates per year when service changes are implemented and new assignments are made to operators.

Service Implementation Plan: Annual service change and service update plan for Regional Express Bus Service approved by the Sound Transit Board.

Service Interruption:

- **Service interruption:** A service interruption occurs when a vehicle, in revenue service, is removed from service for mechanical reasons.
- **Cancelled Trip:** A cancelled trip is one that does not operated in its entirety; no platform miles or hours are incurred. A change of buses in mid-course does not affect whether a trip is labeled “cancelled”.
- **Incomplete Trip:** An incomplete trip is one that begins its route but does not complete the trip; a proportional number of platform miles/hours is incurred. A change of buses in mid-course does not affect whether a trip is labeled “incomplete”.
- **Missed Trip:** Missed Trip is a term not used within the agreement due to the vague, confusing and inconsistent meanings this term accumulates in everyday language.

Service Performance Standards: Benchmarks established by Sound Transit to assess results of bus route implementation.

Special Service: Special Service is service that is foreseen by at least several days and which operates off-route of any publicized service.

Special Training: Technical training provided because of a response to an operational problem/situation or a mechanical change to buses.

ST Express Bus Service: This service consists of bus routes and times approved by the Sound Transit Board in the Regional Express Bus Service Implementation Plan plus extra and special service as authorized in this agreement.

Tacoma Link: Sound Transit’s Tacoma Link Light Rail Service.

Timepoint: Timepoint is a bus stop identified in an internally or externally published schedule.

Transit Center: Transit Centers are locations where groups of buses or other public transportation vehicles congregate, allowing patrons to transfer between routes or services.

Transit centers can vary from major bus stops on public right-of-way to off-street facilities with internal circulation entirely separated from general traffic.

Useful Life: The anticipated life of a capital facility or item as defined by the Federal Transit Administration or by GAAP principles or by agency policy.

Vehicle Availability: Vehicle Availability is a measure of the number of operable vehicles available at peak need. This measure is calculated by identifying the number of ST vehicles available for weekday afternoon peak service, dividing by the PM peak requirement and multiplying by 100.

Exhibit B: ADA Complaint Summary
Month
King County Metro

Date/ Time	Name of Rider Address Phone Number Email Address	Route Number or Facility Name	Description of Complaint	Resolution of Complaint

Exhibit C: Designated Representatives

SOUND TRANSIT

Address: Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

ST Express Bus Operations

Designated Representative:

David Turissini, Bus Operations Manager
Office: (206) 398-5035
Mobile: (206) 856-5292
Duty Officer: (206) 398-5428
Email: dave.turissini@soundtransit.org

KING COUNTY METRO

Address: King County Metro Transit
201 S. Jackson St.
Seattle, WA 98104-3856

ST Express Bus Service

Designated Representative:

Karen Rosenzweig, Transportation Planner IV
Office: (206) 477-5777
Email: karen.rosenzweig@kingcounty.gov
Mailstop: KSC-TR-0426

24 Hour Emergency/Sounder Commuter Rail and Link Light Rail Back up

Designated Representative:

Jeff Wamsley, Superintendent, Transit Control Center
Office: (206) 477-1802 (Don't leave message. If no answer, call Control Center below.)
Cell: (206) 571-1921
Email: jeff.wamsley@kingcounty.gov
Mailstop: TCC-TR-0100

Control Center: (206) 684-1111

Exhibit D: Performance Standards

Agency: King County Metro		Reporting Period:		
Performance Area	Description See Exhibit A Definitions for more information	Standards	Monthly Report	Year-to-Date
On-time Performance	Percent of scheduled timepoints completed up to one minute early and less than five minutes late. (Calculated in Exhibit F4: On-Time Performance)	≥85%		
Cancelled Trips	Whole bus trips not operated as percent of total trips regardless of reason	≤ 0.1%		
Incomplete Trips	Trips that start at beginning terminal but did not reach the end terminal as a percent of total trips regardless of reason	≤ 0.1%		
Interior Detail	Completed interior bus detailing within 10% of target (Exhibit H: Bus Cleaning)	≥90%		
Exterior Clean	Completed exterior bus wash, % of time. (Exhibit H: Bus Cleaning)	≥95%		
Bus Accidents	Number of preventable accidents per 100,000 hubodometer miles (total miles)	≤0.8		
Preventive Maintenance	Percent of preventive maintenance inspections performed within the required interval	≥90%		
Customer Service	Ratio of customer complaints per total boardings	15/100,000		
Security	Percent of NTD defined security related incidents per total boardings	<0.01%		
Vehicles Available	Percent of P.M. peak vehicles available averaged for month	≥90%		

Exhibit E1: Route Statistics Month

King County Metro

Actuals	Boardings			Platform Hrs Operated			Platform Miles Operated			Trips Made			Revenue Hrs Operated			Revenue Miles Operated		
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday
522																		
540																		
542																		
545																		
550																		
554																		
555																		
556																		
Totals			-			-			-			-			-			-

Planned	Days Operated			Platform Hrs Scheduled			Platform Miles Scheduled			Trips Schedule			Revenue Hrs Scheduled			Revenue Miles Scheduled		
	Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday
522																		
540																		
542																		
545																		
550																		
554																		
555																		
556																		
Totals			-			-			-			-			-			-

Exhibit E2: Safety

For each route affected, complete one spreadsheet		Month		Route		Agency				
Item Code	Item	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespassers	Others	Total Injuries	Total Incidents	Amount of Property Damage
01	Collisions with vehicles	0	0	0	0	0	0	0	0	\$0.00
01a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
02	Collisions with objects	0	0	0	0	0	0	0	0	\$0.00
02a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03	Collisions with persons	0	0	0	0	0	0	0	0	\$0.00
03a	(at grade crossings)	0	0	0	0	0	0	0	0	\$0.00
03b	(attempted/successful suicides)	0	0	0	0	0	0	0	0	\$0.00
04	Derailments/buses going off road	0	0	0	0	0	0	0	0	\$0.00
05	Personal Casualties: Parking facility	0	0	0	0	0	0	0	0	\$0.00
06	Personal Casualties: Inside vehicle	0	0	0	0	0	0	0	0	\$0.00
07	Personal Casualties: On right-of-way	0	0	0	0	0	0	0	0	\$0.00
08	Personal Casualties: Boarding & alighting vehicle	0	0	0	0	0	0	0	0	\$0.00
08a	(associated with lifts)	0	0	0	0	0	0	0	0	\$0.00
09	In stations/bus stops	0	0	0	0	0	0	0	0	\$0.00
09a	(associated with escalators)	0	0	0	0	0	0	0	0	\$0.00
09b	(associated with elevators)	0	0	0	0	0	0	0	0	\$0.00
10	Non-Arson Fires: In vehicles	0	0	0	0	0	0	0	0	\$0.00
11	Non-Arson Fires: In stations	0	0	0	0	0	0	0	0	\$0.00
12	Right-of-way and others	0	0	0	0	0	0	0	0	\$0.00

Exhibit E3: Security

Complete one spreadsheet each month. Report Offenses	Month		Route		Agency	
	Incidents In Vehicle	In Revenue Facility	In Non-Revenue Facility	On right of way	Total Incidents	Amount Property Damage
Forcible Rape						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Robbery						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Aggravated Assaults						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Burglary	0	0	0	0	0	\$0
Larceny/Theft Offenses						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Motor Vehicle Theft						
Passenger	0	0	0	0	0	\$0
Transit Facility Occupant	0	0	0	0	0	\$0
Employee	0	0	0	0	0	\$0
Other Worker	0	0	0	0	0	\$0
Trespassers	0	0	0	0	0	\$0
Others	0	0	0	0	0	\$0
Arson	0	0	0	0	0	\$0
Part II						
Fare Evasion (citations)	0	0	0	0	0	\$0
Other Assaults (arrests)	0	0	0	0	0	\$0
Trespassing (arrests)	0	0	0	0	0	\$0
Vandalism (arrests)	0	0	0	0	0	\$0
Other Security Issues						
Bomb Threats	0	0	0	0	0	\$0
Bombing	0	0	0	0	0	\$0
Chemical/Biological/Nuclear Release	0	0	0	0	0	\$0
Cyber Incident	0	0	0	0	0	\$0
Hijacking	0	0	0	0	0	\$0
Non-Violent Civil Disturbances	0	0	0	0	0	\$0
Sabotage	0	0	0	0	0	\$0
Total Property Damage					0	\$0

Exhibit E4: Customer Service Comments

Comment #	Comment Date	Route	Issue Type	Incident Date	Caller Comments

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)
 Section 6.5.2 Other Reports

Report Name	Report Contents	Exhibit No	FREQUENCY	SENT TO
Environmental Policy Statement	KCM agrees to reasonable efforts to comply with ST's environmental programs	3.5	Once	David Turissini
Drug and alcohol certification compliance		2.0 Exhibit I	Annually	David Turissini
Drug and alcohol testing policy		2.0 Exhibit I	Annually	David Turissini
NTD Financial Data Report		2.1.2	Annually	David Turissini or Tiffany Kauth
Modal Operating Expenses	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
Operating Expense Reconciliation	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
AR Listing by Service Type	Based on trial balance - Feb 28	2.1.2	Annually, 2/28	Tiffany Kauth
FTEs and Hours - RIO	Based on trial balance - Mar 31	2.1.2	Annually, 3/31	Tiffany Kauth
System Security and Emergency Preparedness Plan		2.3.1	Annually	David Turissini or Ken Cummins
System Safety Program Plan (SSPP)		2.4	Annually	David Turissini or Dana Stahl
Recruitment Program	Operator/technician/supervisor recruitment information/program	6.1.1	Annually	David Turissini
Operators/First Line Supervisors Training Plan/Information				
Medical certification Requirements	Operator medical certification requirement information	6.1.3	Annually	David Turissini
Operator's Manual	Operator Manual and all correspondence to operators regarding policy	9.1	Annually	David Turissini
CAM	Spreadsheet of Division summary	12.1.4c, Exhibit G4		
Cost Assumptions	written narrative supporting CAM	12.1.4c	Annually	David Huffaker
Cost Submittal Letter	Estimate costs for baseline, special and extra; letters drafted by ST and countersigned by KCM.	12.1.3	Annually	David Huffaker
Employee performance management program	Includes ADA audits	6.3	Annually	David Turissini
Maintenance Plan	PM cycles	8.3	Annually	David Turissini
Maintenance Audit Responses	Reponse to audit letter	5.2.2, 8.8	Quarterly	David Turissini, Tim Wagner
Schedules, Headways and Blocking Reports		7.2.6	Service Change	Service Planning
Changes to Facilities/Signage		7.2.6	120 days before service change	Service Planning and Facilities
Monthly Report:		6.5.1		
ADA Complaint Summary		2.2.1 Exhibit B2	Monthly	David Turissini
Performance Standards		6.4 Exhibit D	Monthly	David Turissini
Route Level Statistics		6.4 Exhibit E1	Monthly	David Turissini
Safety		2.4.1 Exhibit E2	Monthly	David Turissini
Security Incidents		2.3.2 Exhibit E3	Monthly	David Turissini
Customer Service Comments	Detail complaint, action taken, dates occurring	10.2.1 Exhibit E4	Monthly	David Turissini
Preventable Accident Rate by Route		9.3.c Exhibit F2	Monthly	David Turissini
Accident Detail		9.3.c Exhibit F3	Monthly	David Turissini
On-Time Performance	Percent of bus trips within 0 minutes early to five minutes late	6.4 Exhibit D	Monthly	David Turissini
Vehicle Maintenance Report	Fluids, mechanical failures by miles, PM and major repairs	8.3, 8.5.1, 9.2.2 Exhibit F5	Monthly	David Turissini
Vehicle Warranty Claims	Claims in month and claims remaining from previous months	8.9 Exhibit F6	Monthly	Tim Wagner
Exclusion Activity	Persons banned from service	2.3.2 Exhibit F7	Monthly	David Turissini
Overloads	Routes and runs which experience an overload of passengers	6.5.1	Monthly	David Turissini
Trip Ridership	Trip Data	6.5.1	Monthly	David Turissini
Miles and Fuel	Energy Consumption and mileage	Fleetwatch	Monthly	Tim Wagner
Cross-Use of Fleet	Use of KCM buses for ST service	6.5.1 Exhibit G2	Monthly	David Turissini
Monthly Invoices	Invoice and backup data	12.6.1 Exhibit G2	Monthly	Accounts Payable
Special and Extra Trips	additional trips ridership, miles and hours	9.4.1, 12.6.1	Monthly	David Turissini
Weekly Report		6.5.2	Weekly	David Turissini

Exhibit F1: Reports and Documents
(Current as of Agreement Adoption but may change frequently - see current list)
 Section 6.5.2 Other Reports

Report Name	Report Contents	Exhibit No	FREQUENCY	SENT TO
ST Weekly Assignment	Fleet Availability by Day and Total by Week	6.5.2	Weekly	David Turissini
Daily Report		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Accidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Base Delays		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Security Incidents		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
Service Disruptions		6.5.3	Daily	David Turissini, Tim Wagner, Robert Nedrow, Debra Astin
ADA Complaint Initial Report	ADA Complaint	2.2.1	Event Basis	David Turissini and Michael Miller
ADA Complaint Resolution	ADA Complaint and how resolved	2.2.1	Event Basis	David Turissini and Michael Miller
Final Report (Safety Event)	Final resolution or outcome	2.4, 9.2.4	Event Basis	David Turissini
Accident Estimates	Accident Estimates	8.3.2	Event Basis	Tim Wagner
Task Order cost estimates	Task Order cost estimates	8.3.3	Event Basis	David Turissini
Decommission Fleet Report	Decommission Fleet Report	8.3.3	Event Basis	Tim Wagner
Accident Reports	Accident Reports	9.2.4	Event basis	David Turissini
Service and facility changes	Service and facility changes	10.2.3 11.0 Exhibit K	Event basis	Customer Service
Initial Event Report (High Priority)	Event details	9.2.4, Exhibit J	Event basis	David Turissini
Final Event Report (High Priority)	Resolution, outcome	9.2.4, Exhibit J	Event basis	David Turissini
Lost and Found Request	Lost and Found Request	10.2.2 Exhibit J	Event Basis	Customer Service
Emergency Costs	Initial description, proposed timeline and estimated cost	12.3	Event Basis	David Turissini
Fleet Equipment Documentation	Fleet Equipment Documentation	8.8	Ad hoc	Tim Wagner
Copies of Fuel Invoices	Fuel price documentation	12.1.1	Ad hoc	David Turissini
Vehicle Purchase Support	OBTS part numbers, etc.	8.3.3	Ad hoc	Tim Wagner

Exhibit F2: Preventable Accident Rate by Route

Preventable Accident Rate per 100,000 Hubodometer/Odometer Miles		
Agency: King County Metro		Month:
Miles	Preventable Accident Rate (Month)	YTD Accident Rate
Route	Preventable Accidents Current Month	Preventable Accidents YTD
522		
540		
542		
545		
550		
554		
555		
556		
Other		
Totals	0	0

Note: This table will comply with FTA's NTD reporting requirements.

Exhibit F4: On-Time Performance

King County Metro

Month:

Route	Total Timepoints	Estimated Timepoints	Remaining Timepoints	Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Weekday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
540							
542							
545							
550							
554							
555							
556							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Saturday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Route	Total Timepoints			Early (>1 minute)	Late (+5 min.)	Timepoints On-Time	% On-Time
Sunday	a	b	a - b = c	d	e	c - d - e = f	f / c
522							
545							
550							
554							
Totals							

Total Weekday	-
Number of Weekdays	
Total of this Calculation A	0.00
Total Saturday	-
Number of Saturday	
Total of this Calculation B	0.00
Total Sunday	-
Number of Sunday	
Total of this Calculation C	0.00
Total of all calculations	0.00
Total Number of Days	0
Overall System On-Time Performance (Insert in Exhibit D)	#DIV/0!

Note: "Timepoints" for this table is the total number of timepoints measured which at maximum would be the number of timepoints on a route multiplied by the number of trips passing by that point during the month.

Exhibit F5: Vehicle Maintenance

Preventive Maintenance
Not all listed PM items are monthly items

Measure	# Completed
PM	
LOF (B-SCHD)	
ATF (C-D-E-F SCHD)	
LIFT PM	
TUNE-UP	
HOF (hydraulic) (F-SCHD)	
DIF (differential) (F-SCHD)	
CLI	
ANNUNCIATORS	
CAMERAS	
APC	
AC PM	
COOLING SVC	
AMREX (GASF)	
OTHER (RAD/BATT)	
ARTIC JOINT PM	
WARRANTY	
SMART	
TOTAL	0

Measure	# Completed
% Non-maintenance hours of total maint.	
% of PM Hours	
% of other repair hours	
% of open work orders due to parts shortage	
Avg. parts inventory turn over ratio	

Mileage Accrual and Petroleum Produce Report					
Month:			Base: East Base		
Fleet Type	Fleet Quantity	Monthly Mileage	Fuel Use Gal.	Engine Oil Total-Qts	Coolant Total- Qts
40-ft Buses (diesel)		a			
40-ft Buses (hybrid)		b			
60-ft Buses (diesel)		c			
60-ft Buses (hybrid)		d			
TOTALS	0	k	0	0	0

Road Failures Year Summary			
Month	Major Mechanical	Other Mechanical	Total
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	m	n	p

ALL Road Failures					
Component	40-ft Buses (diesel)	40-ft Buses (hybrid)	60-ft Buses (diesel)	60-ft Buses (hybrid)	Total
Engine					
Drive train					
Brakes					
Pneumatics					
Cab & Chassis					
Steering					
Fuel					
Tires					
Electrical					
Other Safety Issues					
Subtotal Major Mechanical Issues		0	0	0	m
Fare box					
Radio					
Climate Control					
W/C Lift					
Annunciators					
Dirty Bus					
Body					
Other Mechanical Issues					
Subtotal Other Mechanical Issues		0	0	0	n
Total Mechanical Failures		0	0	0	#VALUE!
Accidents					
Other Issues (non-Mechanical)					
Total Failures		0	0	0	p
Monthly Fleet Mileage	a	b	c	d	k
Miles between Road Failures	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

 Required for NTD

Replacements	# Completed
Engine	
Transmissions	

Note: Use NTD definition (See Exhibit A Definitions for "Major Mechanical Issues" and "Other Mechanical Issues".

Exhibit F7: Exclusion Activity

King County Metro

Month:

Last Name	First Name	Date of Birth	Date of Trespass	Trespass Expiration	Transpassed by

Exhibit F8: Overloads

King County Metro Transit

Month:

Year:

Route	Run	Blk Rte	Date/Time	Location	Direction

Exhibit F9: Trip Ridership

King County Metro Transit

Month:

Year:

Route	In/Out	Key Trip	Day	Obs	AvgOns	AvgOffs	AvgMaxLoad	Start Time	End Time	Start TimePoint	End TimePoint

Exhibit F10: Miles and Fuels

King County Metro Transit

Month:

Year:

Unit	Status	Fleet	Base	Period	Miles	Diesels	MPG

Exhibit F11: Cross-Use of Fleet
King County Metro Transit

KCM Bus on ST Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

ST Bus on KCM Service					
Date	Routes	Number of Runs Affected	Platform Hours	Platform Miles	Type of Bus

Exhibit G1: Rate Setting

Baseline	Expenses by Function				
Year: Expense Objects	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General	Total
Labor:					
Operator Wages & Salaries	0	0	0	0	0
Other Wages & Salaries	0	0	0	0	0
Total Labor	0	0	0	0	0
Fringe Benefits	0	0	0	0	0
Services	0	0	0	0	0
Materials & Supplies:					
Fuel & Lubricants (3)	0	0	0	0	0
Tires & Tubes	0	0	0	0	0
Repair Parts	0	0	0	0	0
Other	0	0	0	0	0
Total Materials & Supplies	0	0	0	0	0
Utilities	0	0	0	0	0
Casualty & Liability	0	0	0	0	0
Taxes	0	0	0	0	0
Purchased Transportation	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Expense Transfers (1)	0	0	0	0	0
Total	0	0	0	0	0

Other Items:		
Leases & Rentals		
Depreciation (5)		
Estimated Reduction (6)		
Transfers		
Total Other Items		\$ -

Total All Items

\$ -

Total Planned Platform Hours

\$

Total Cost per Platform Hour

Marginal Rates:	Cost per Platform Hour
Articulated Bus (60')	\$ -
Standard Bus (40')	\$ -
Small Bus or Van	\$ -
Operator Only	\$ -

King County Metro Assumptions

Exhibit G3: Financial Data Submissions

Year	Item and Due Dates
2015	<p>02/28/15: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/15: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/15: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/15: Periodic financial and operational review</p> <p>10/31/15: Update Baseline Cost for next year</p> <p>11/10/15: Sound Transit comments due</p> <p>12/15/15: Parties finalize 2016 Baseline Cost</p>
2016	<p>02/28/16: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/16: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/16: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/16: Periodic financial and operational review</p> <p>10/31/16: Update Baseline Cost for next year</p> <p>11/10/16: Sound Transit comments due</p> <p>12/15/16: Parties finalize 2017 Baseline Cost</p>
2017	<p>02/28/17: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/17: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/17: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/17: Periodic financial and operational review</p> <p>10/31/17: Update Baseline Cost for next year</p> <p>11/10/17: Sound Transit comments due</p> <p>12/15/17: Parties finalize 2018 Baseline Cost</p>
	Option Years
2018	<p>02/28/18: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/18: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/18: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/18: Periodic financial and operational review</p> <p>10/31/18: Update Baseline Cost for next year</p>

	<p>11/10/18: Sound Transit comments due</p> <p>12/15/18: Parties finalize 2019 Baseline Cost</p>
2019	<p>02/28/19: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/19: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/19: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p> <p>05/31/19: Periodic financial and operational review</p>
2020	<p>02/28/20: Passenger Miles, Operating and Service Data; Agreed Upon Procedures (AUP)</p> <p>03/15/20: Document changes to cost pools or methods of allocation in writing; preliminary NTD Financial (Modal Operating Expenses)</p> <p>03/31/20: Operating Expense Reconciliation; Accounts Receivable Listing by Service Type (a list of billings for the year by service); FTEs and Hours in NTD R10 format</p>

Exhibit G4: Extra Service Hours

King County Metro Transit

Date	Route	Trips	Passengers	Platform hours	Mileage

Exhibit H: Bus Cleaning Matrix

Task items	Frequency	Description
General interior cleaning	Each service day	<ul style="list-style-type: none"> • Sweep or blow out inside – no garbage or dirt visible • Spills (coffee stains, etc.) mopped from floor and spot cleaned from the seats • Noticeably dirty windows cleaned • Offensive graffiti cleaned prior to next service day
Exterior bus wash*	2 times/week	Buses washed (bus wash) twice per week
Wheel washing*	2 times/week	Thorough washing - all wheels
Interior detail	Every six weeks	<ul style="list-style-type: none"> • To be cleaned: <ul style="list-style-type: none"> ▪ All windows ▪ mirrors ▪ Ceiling ▪ Driver's area – dashes, gauges, floor ▪ Modesty shield ▪ Flooring under control pedals • Floor – remove all gum, sweep, and mop • Side panel – wipe down and clean paying special attention to crevices • Seats: <ul style="list-style-type: none"> ▪ Vacuum ▪ Marks and gum removed – spot-cleaned as needed ▪ Headrest covers should be replaced if torn, cut or missing ▪ Reclining mechanisms checked and written-up if broken • Stair wells – sweep and mop • Parcel racks and stanchions: <ul style="list-style-type: none"> ▪ Garbage removed ▪ Wipe down inside and outside ▪ Reading and dome lights cleaned
Additional Cleaning	Semi-annual or more often as needed	<ul style="list-style-type: none"> • All seats should be inspected, steamcleaned and fabric replaced (if needed) • As identified through inspection, other specific and intensive cleaning may be required

**Except during freezing temperature (32 degrees Fahrenheit and below), water shortages, power outages, and major bus wash breakdowns. To conserve water resources, exterior bus washing will be reduced to three days per week during summer months (July – September).*

Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

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Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

1.0 Definitions

1.1 “Contractor” means King County.

2.0 Master Agreement

This agreement is partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between Sound Transit and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms are deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any Sound Transit requests that would cause the Sound Transit to be in violation of the FTA terms and conditions.

2.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor will accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

2.2 Federal Changes

The Contractor will comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to comply shall constitute a material breach of this Contract.

2.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and will not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this

agreement) pertaining to any matter resulting from this Contract. The Contractor will include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. This clause may not be modified, except to identify the Subcontractor who is subject to its provisions.

3.0 Civil Rights

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

3.1 Nondiscrimination in Federal Public Transportation Programs

The Contractor will comply, and ensure compliance of each sub-contractor at any tier under the project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity.

3.2 Nondiscrimination on the Basis of Disability

The Contractor will comply, and ensures the compliance of each sub-contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- a) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), prohibits discrimination on the basis of disability.
- b) The ADA, as amended (42 U.S.C. 12101 et seq.), prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.
- c) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities (including private entities “standing in the shoes” of a public entity as a subrecipient or under a contract or other arrangement) providing fixed-route service to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.
- d) Providers of fixed route service must generally utilize accessible vehicles. Private entities may utilize non-accessible vehicles if they can provide equivalent service in terms of schedules and headways, in addition to the equivalent service requirements described above for demand responsive

service. Public entities must also provide complementary paratransit service to fixed route service as defined in 49 CFR 37.121.

- e) Providers of demand responsive service must utilize accessible vehicles, as defined at 49 CFR 37.7, or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent in regards to schedules, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions based on trip purpose.
- f) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

3.3 **Nondiscrimination—Title VI**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- a) **Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b) **U.S. Department of Transportation (DOT) regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21**
- c) **FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR part 21), DOT’s Order 5610.2 on Environmental Justice (62 FR 18377, April 15, 1997), and DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005).
- d) **U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005)** - this Executive Order 13166 guidance clarifies the responsibilities of recipients of federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

- e) **FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Order 5610.2, Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice. The DOT order describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.
- f) **U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations - DOT Order 5610.2** describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities;

3.4 **Equal Employment Opportunity**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e *et seq.*), and with 49 U.S.C. 5332 and any implementing regulations DOT may issue.

- a) **Nondiscrimination on the Basis of Sex** - the Contractor will comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et seq.*), with DOT implementing regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance” (49 CFR part 25).
- b) **Nondiscrimination on the Basis of Age** - the Contractor will comply with all applicable requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), and Department of Health and Human Services’ (DHHS) implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR part 90), which prohibit discrimination against individuals on the basis of age. In addition, the Contractor agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA) (29 U.S.C. 621 through 634), and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act” (29 CFR part 1625), which prohibit employment discrimination against individuals on the basis of age.

- c) **Disadvantaged Business Enterprise (DBE) Program** - to the extent required by federal law, regulation, or directive, the Contractor will take the following measures to facilitate participation by DBEs:
- (i) The Contractor will comply with MAP-21 Section 1101(b), 23 U.S.C. 101, which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBEs. This 10 percent national goal is aspirational and is used by the U.S. Department of Transportation to help monitor and evaluate DBE participation in DOT-assisted contracting opportunities.
 - (ii) The Contractor will comply with DOT regulation, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26. Among other provisions, this regulation requires certain recipients of DOT federal financial assistance, namely state and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts.
 - (iii) The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT, or in the administration of its DBE Program, and will comply with the requirements of 49 CFR part 26. The Contractor will take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. As required by 49 CFR part 26 and approved by DOT, the recipient's DBE Program is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The Contractor agrees that implementation of this DBE Program is a legal obligation, and that failure to carry out its terms may be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE Program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

4.0 Commercial Driver's License (CDL)

All drivers of motor vehicles designed or used to transport more than fifteen passengers (including the driver) or of vehicles which have a gross combination weight rating of

26,001 pounds or more must have a CDL. Mechanics that drive the vehicles must also have a CDL.

5.0 Debarment and Suspension

The Contractor will comply with the DOT Governmentwide Debarment and Suspension (Nonprocurement) regulations (2 CFR part 1200) is to ensure that federal assistance funds are not provided to anyone who has been debarred, suspended, determined ineligible, or voluntarily excluded from participation in federally assisted transactions. The U.S. General Services Administration's (GSA) System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. GSA maintains a website, at <https://www.sam.gov>, which is updated in real time as changes to the data occur.

- 5.1 DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 1200, incorporating OMB's debarment and suspension guidelines, 2 CFR part 180, requires disclosure of the status of persons and entities participating in:
 - a) Third-party contracts or subagreements of \$25,000 or more at any tier;
 - b) Third-party contracts of any amount for federally required audit services (such as those required under the Single Audit Act Amendments); and
 - c) Third-party contracts or subagreements requiring official DOT approval.
- 5.2 Both participants in third-party contracts of any tier and subagreements of any tier are expected to ensure the status of persons participating in that agreement.
- 5.3 The awarding party must verify that the person is not excluded or disqualified by:
 - a) Checking the SAM list of excluded parties maintained by the GSA and available at <https://www.sam.gov> (**Note:** Strongly recommended by FTA);
 - b) Collecting a certification from the prospective awardee; or
 - c) Adding a clause or condition to the third-party contract or subagreement with that awardee.

In addition, the Contractor and subcontractors participating in lower tier transactions must extend these requirements to their subcontractors. The prospective contractor, in turn must notify the recipient or third-party contractor (person at the next higher tier) if it knows whether or not it or any of its principals are presently excluded or disqualified under these regulations.

6.0 Drug and Alcohol Testing

In the interest of safety in transit operations, Contractor, in accordance with 49 U.S.C. 533, will establish a drug and alcohol testing program. FTA's implementing regulation is set forth at 49 CFR part 40 and 655.

The purpose of the testing program is to help prevent accidents, fatalities, and injuries resulting from misuse of alcohol or the use of prohibited drugs by employees who perform safety-sensitive functions. Contractor must certify annually that they are in compliance with DOT and FTA regulations concerning drug and alcohol testing (49 CFR parts 40 and 655, respectively).

FTA's regulation (49 CFR part 655) applies to "employers," and the term employer is defined as "a recipient [of FTA funding] or other entity that provides [public] transportation service or which performs a safety-sensitive function for such recipient or other entity." The term includes operators, and contractors. The regulation applies to the testing, start-up, and actual revenue operations of FTA-funded transit systems.

Contractor will test its employees who perform one or more of five transit safety-sensitive functions, which are defined at 49 CFR 655.4. The regulation requires the following six types of testing for illegal drug use and alcohol misuse: pre-employment (including transfer from a non-safety-sensitive position to a safety-sensitive position, and removal from the random pool for ninety days or more); reasonable suspicion; random; post-accident; return-to-duty (after a violation); and follow-up (a minimum of six tests in twelve months after returning to duty). Under 49 CFR part 40, return-to-duty and follow-up tests are required to be directly observed.

Contractor will establish and implement a substance abuse prevention program consisting primarily of a testing program but with elements requiring training and educating safety-sensitive employees. Contractor will develop a detailed policy statement that must be distributed to all safety-sensitive employees and employee organizations. In addition, 49 CFR part 655 Subpart D establishes prohibited alcohol concentration levels and behavior, and employers are directed to take specific action on the basis of the level of alcohol concentration.

Technical assistance materials and training information to help recipients implement the rules are available at FTA's website, <http://www.fta.dot.gov/safetysecurity/12533.html>, or through contacting the FTA Office of Transit Safety and Oversight, FTA headquarters.

7.0 Employee Political Activity

To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. Sections 1501–1508, and Sections 7324–7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

8.0 Energy Conservation

The Contractor will comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.* The Contractor, to the extent applicable, will perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C. Only after the completion of an energy assessment will FTA approve assistance for the construction, reconstruction, or modification of buildings for which the recipient submits an application. An energy assessment consists of an analysis of the total energy requirements of a building, within the scope of the proposed construction activity and at a level commensurate with the project size and scope. The energy assessment should consider: overall design of the facility or modification; materials and techniques used in construction or rehabilitation; special or innovative conservation features that may be used; fuel requirements for heating, cooling, and operations essential to the function of the structure projected over the life of the facility and including projected costs of this fuel; and the kind of energy the recipient will use.

9.0 Labor Protection

9.1 Davis-Bacon Act

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing-wage requirements on construction projects. In the event that any Contractor task involves construction, Section 5333(a) requires the secretary to ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the secretary of Labor and in accordance with the Davis-Bacon Act, as amended. The secretary may not approve any such loan or grant without first obtaining assurance that required labor standards would be maintained upon the construction work. This assurance is obtained when recipients accept grant funds and sign the Master Agreement.

9.2 Transit Employee Protection

Before FTA may award a grant for capital or operating assistance, fair and equitable arrangements must be made to protect the interests of transit employees affected by the proposed FTA assistance, 49 U.S.C. 5333(b) (formerly Section 13(c) of the Federal Transit Act, as amended). Those arrangements must be certified by the secretary of Labor as meeting the requirements of the law.

Questions concerning employee protective arrangements and related matters pertaining to transit employees should be addressed to the Division of Statutory Programs, Employment Standards Administration, U.S. Department of Labor, Room N-1519, 200 Constitution Avenue, NW, Washington, DC 20210; telephone, 202-693-1193; FAX, 202-693-1344.

9.3 **Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

9.4 **Liability for Unpaid Wages Liquidated Damages**

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

9.5 **Withholding for Unpaid Wages and Liquidated Damages**

The Department of Transportation or Sound Transit may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3)).

9.6 **Payroll and Basic Records**

The Contractor or subcontractor will maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including

guards and watchmen, working on the Contract. Such records must contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.0 Use of Competitive Procurements

The Contractor will follow procurement requirements specified under 49 U.S.C. 5323 and 49 U.S.C. 5325. This includes utilizing a competitive procurement process and complying with applicable Buy America laws.

Contractor must use and certify competitive procurement procedures as determined by FTA and will not use procurements employing exclusionary or discriminatory specifications. 49 U.S.C. 5323(h)(2).

FTA Circular 4220.1, "Third Party Contracting Guidance," sets forth the requirements and procedures applicable to third-party contracts. A third-party contract refers to any purchase order or contract awarded by a recipient to a vendor or contractor using federal financial assistance awarded by FTA. FTA Circular 4220.1 contains guidelines for the general procurement requirements of the DOT Common Grant Rule, 49 CFR parts 18 and 19, and also includes specific statutory procurement provisions required by FTA's enabling legislation and other special concerns to FTA. Note that both the Common Grant Rule prohibits state or local preference provisions in procurements, except in certain restricted circumstances.

In addition to procurement and audit provisions that apply to architectural, engineering, and related services, 49 U.S.C. 5325 includes provisions affecting third-party procurements, including the general requirements for competition and prohibitions on the use of exclusionary or discriminatory specifications, requirements for award to other than low bidders, requirements for awards to responsible contractors, special rolling stock limitations, contract terms limited to five years, access of federal officials and the comptroller general to project records, authority for design-build projects, and an express federal preemption of any state law requiring bus purchases from in-state dealers.

11.0 Restrictions on Lobbying

Contractor may not use federal financial assistance to influence any member of Congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or Cooperative Agreement in accordance with 31 U.S.C.1352(a). The Contractor and subcontractors at any tier awarded FTA assistance exceeding \$100,000 must complete and submit standard form SF-LLL, sign a certification so stating, and must disclose the expenditure of non-federal funds for such purposes. 49 CFR part 20.

Contractor may not use federal funds for lobbying congressional representatives or senators indirectly, such as by contributing to a lobbying organization or funding a grass-roots campaign to influence legislation.

12.0 Safety

MAP-21 amended 49 U.S.C. 5329 to provide FTA with the authority to establish a new comprehensive framework to oversee the safety of public transportation throughout the United States. The law requires, among other things, that DOT issue a National Public Transportation Safety Plan, establish safety performance criteria for all modes of public transportation, define a “state of good repair,” establish minimum safety performance standards for public transportation vehicles, and develop a safety certification training program. Contractor will establish comprehensive agency safety plans for bus operations in accordance with FTA regulations when they are issued.

13.0 Sensitive Security Information

To the extent applicable, the Contractor will comply with 49 U.S.C. 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR part 15, and with 49 U.S.C. 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 CFR part 1520.

14.0 Fly America

The Contractor will in accordance with 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17, utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor’s mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and will, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor will include the requirements of this section in all subcontracts that may involve international air transportation.

15.0 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that Sound Transit, the Comptroller General of the United States or any of their duly authorized representatives, will, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to work under this contract. Further, Contractor agrees to maintain all required records for at least three years after Sound Transit makes final payment and all other pending matters are closed.

16.0 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, are applicable to this project. The Contractor will include this clause in all subcontracts awarded under this Contract.

17.0 Environmental Requirements

The Contractor will comply with the following requirements:

17.1 Environmental Protection

The Contractor will comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 et seq. and 40 CFR Part 1500, et seq.; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

17.2 Air Quality

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor will report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor will include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17.3 Clean Water

The Contractor will comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor will report each violation to the Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor will protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6. The Contractor will include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18.0 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor will provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

19.0 Patent Rights

19.1 If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify Sound Transit immediately and provide a detailed report in a format satisfactory to the FTA. The rights and responsibilities of the Contractor and the Sound Transit with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

19.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), Sound Transit and the Contractor will take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

19.3 The Contractor will include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Contract to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.0 Rights to Data and Copyrights

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

20.1 Federal Rights in Data and Copyrights

The Contractor will provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this subsection.

20.2 License Fees and Restrictions

FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Work to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.3 Restrictions on Access to Patent Rights

Nothing in this subsection pertaining to rights in data implies either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

20.4 Data Developed Without Federal Funding or Support

In connection with the Contract, the Contractor may find it necessary to provide data to Sound Transit developed without any Federal funding or support by the Federal Government. The requirements of Federal Rights in Data and Copyrights do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with this Contract. Nevertheless, Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

21.0 Termination Provisions Required

All Contracts and subcontracts in excess of \$10,000 must contain contractual provisions or conditions that allow for termination for cause and convenience by Sound Transit including the manner by which it shall be effected and the basis for settlement.

22.0 Breach Provisions Required

All Contracts in excess of \$100,000 must contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor will include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

23.0 Substance Abuse

Contractor and its subcontractors will comply with U.S. OMB Guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 et seq., including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

Exhibit J: ST Express Policies and Procedures

Includes three documents:

Operations

Customer Service

Fares



Operations

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014

A handwritten signature in blue ink, appearing to read 'Bandy J. ...', written over a horizontal line.

Executive Director of Operations

A handwritten date '6-12-14' in blue ink, written over a horizontal line.

Date

These ST Express Policies and Procedures are reviewed and updated by the *Operations* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Customer Service and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations		
			Fares	Fares

Additionally all staff contact lists that had been embedded in the old polices and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Changes made to “Safe Place” for readability and to “New Procedures/Revisions/Review” to reflect new format and signature required by Executive Director of Operations.

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1. Emergencies

Original date issued: 08/18/1999

Definition of Events

High Priority Emergencies requiring Sound Transit response:

A High Priority Emergency is defined as any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with significant injuries and/or hospitalization is probable
- A fatality
- Property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is significant damage to the bus
- Media response

Community Transit, King County Metro, and Pierce Transit will timely notify Sound Transit Bus Operations Manager or designee of any high priority emergency involving Sound Transit equipment or on Sound Transit property. To “timely notify” is generally defined to mean within 15-30 minutes of CT, KCM or PT awareness that an event is a High Priority Emergency.

A preliminary report for a High Priority Emergency must be submitted to Sound Transit Bus Operations Manager or designee the same day, if possible, or no later than 9:00 a.m. the next morning. At a minimum it should include route, location, time, description of incident, description of damage and injuries (if any). Sound Transit staff will review the report and may request follow up. Updates would follow if additional information became available.

Low Priority Incidents:

A Low Priority Incident is defined as any event occurring involving Sound Transit equipment or occurring on Sound Transit property resulting in:

- A passenger, employee, pedestrian, or member of the public receiving emergency medical services or in which emergency medical services are recommended but refused
- Estimated property damage greater than \$500 but less than \$25,000
- An altercation between passengers on the bus
- Police response for unlawful behavior

CT, KCM, PT will document all Low Priority Incidents in the daily service report log (per section 9.1.2).

Sound Transit Notification Procedure

Contact Sound Transit’s Bus Operations Manager or designee and briefly describe the emergency:

- | |
|-----------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Emergency phone: (206) 398-5428 |
|-----------------------------------------------------------------------------------|

No further action is needed. It is Sound Transit’s responsibility to alert their staff.

2. General Operating

Original date issued: 08/01/1999

Generally, the partner agency standard operating procedures will apply to Sound Transit services. This section identifies areas that would be an exception to the partner agency standard operating procedure.

On-Board Bus Camera Policy

Some portion of Sound Transit's bus fleet is equipped with a video and audio surveillance system for monitoring both inside and outside the bus. Since these buses are operated by all three partnering agencies, Sound Transit's policy is defer to the specific operating agency's policy.

Sound Transit should be notified of "requests of significance" to view captured video and/or audio recording. Notification should be sent to the Sound Transit Bus Operations Manager by the partners as quickly as possible but no later than 24 hours after receiving the request. Significance is defined similar to a High Priority Emergency (Operating Policy #2 Emergency) and is any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with apparently significant injuries and/or hospitalization is probable
- A fatality
- Anticipated property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is costly or long-term damage to the bus
- Media response

Requests of significance also includes requests from law enforcement officials and public information requests. Requests from law enforcement agencies should also copy Sound Transit's Chief Security Officer.

Safe Place

KCM and KCM-operated Sound Transit ST buses, participate in "Safe Place," the national network of public and private businesses across the country that provide a connection for young people looking to get help from local youth service agencies. Each KCM and KCM-operated Sound Transit buse will bear a "Safe Place" decal on the exterior of the bus near the front and rear doors. This decal is intended to let youths know that they can board the bus and request assistance.

Once a youth has indicated he or she is in need of some sort of assistance, the operator asks one question, "Are you in immediate danger?" Whether the answer is yes or no, the operator contacts radio control to let them know a youth is on-board requesting assistance. Radio control will have a youth service agency staff member meet the bus en route. The youth need not to pay a fare. The youth may remain on the bus during recovery (layover). If the answer to the question is yes (immediate danger), Radio Control in conjunction with the youth service agency will determine if police assistance is needed. When the youth is met by the youth agency or if the youth leaves the bus before the meet can be made, the operator will contact Radio Control. Operators will not detain youths. Operators will complete an incident report.

PT and CT do not participate in this particular program. However, if a person (youth or adult), boarding a PT or CT operated bus requests assistance or indicates he/she is in danger, CT and PT's policy is for the Operator to contact Comm Center (Dispatch) immediately and to follow instructions.

Animals on Board

Animals are not allowed on the coach unless:

- They are in a container and less than 25 pounds. Animals over 25 lbs which are not service animals should not be transported.
- They are service animals.

Handlers must be in control of service animals at all times; animals must be on leashes.

(As of Sept. 2012, Department of Justice has amended its definition of service animals to include dogs only; Federal Transportation Administration has chosen to remain with the older definition which includes other species.)

Operators may ask if an animal is a pet, but **may not ask**:

- For special identification for a service animal (including wearing a vest).
- About the rider's disability.
- The rider to demonstrate the task which the animal has been trained to perform.

Bike and Ride Service

Sound Transit provides either a two or three bicycle rack secured outside to the front of the bus. This type of rack determines the capacity per bus. With the exception of folding bicycles, bicycles are not allowed inside Sound Transit buses.

- Sound Transit transports only single-seat, two-wheeled, non-fueled bicycles on its vehicles; electric bicycles meeting this criteria can be transported. Oversized, tandem, fueled or solid-wheel bicycles (including motorbikes and mopeds) with or without trailers are not permitted on any Sound Transit bus.
- Limited bicycle rack space is available on Sound Transit vehicles. Sound Transit encourages cyclists to consider parking their bicycles in racks or lockers at transit facilities rather than taking them on the vehicle.
- Bicycle rack space on Sound Transit vehicles is available free of charge on a first-come, first-served basis.
- Bicycles may be loaded or unloaded from any Sound Transit vehicle at any regular stop or station at any time.
- Sound Transit allows folding bicycles within its vehicles with the following limitations:
 - Any number of folding bicycles are allowed inside any Sound Transit vehicle at any time, as long as they are stowed with the passenger, under the passenger's seat.
 - Stored bicycles in the priority seating areas for elderly and disabled riders on any vehicle must be moved to accommodate wheelchairs or passengers who are senior or disabled.

Coach Lighting

All coaches in operation will use headlights at all times.

Stopping for Customers

Operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to disembark except as described below. Operators must pick up customers if the coach is stopped partially in the zone, and the rear of the coach is close enough to the curb so another vehicle cannot move between the curb and the coach. Also, operators of the third bus in a zone must make a second stop at the head of the zone.

Downtown Seattle (including the SoDo Busway):

KCM and CT operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to disembark in both the inbound and outbound directions.

PT operators heading inbound to downtown Seattle do not have to stop at designated stops unless a passenger on-board has pulled the signal requesting to disembark.

Courtesy Stops

Sound Transit does not allow for courtesy stops and Sound Transit does not operate a night stop program.

Emergency Equipment

All coaches at a minimum are equipped with:

- Fire extinguisher
- Triangles (three)
- Wheelblock(s)

Charter Bus and School Bus Operation Policy

Sound Transit does not operate Charter Bus or School Bus service per FTA regulations 49 U.S.C.5323(d), and 49 CFR Part 604 and 69 U.S.C. 5323(f) and 49 CFR Part 605.

3. New Procedures/Revisions/Review

Original date issued: 10/07/1999

The Operations, Customer Service, and Fares ST Express Policies and Procedures will be reviewed and updated as needed no less than every two years.

Contact lists for the ST Express Policies and Procedures will be kept as separate documents so that they can be updated as needed. The contact lists do not need to go through formal review or approval processes.

To submit a new section for an ST Express Policy and Procedure or revise an existing one, obtain the MS Word version from the TIG Coordinator. Work with the subcommittee to come to consensus on language. Enter agreed upon language into MS Word version using track changes, and delete the old “approved by TIG” date. Forward the draft to the TIG coordinator to put on the agenda for final TIG review and approval.

The TIG Coordinator will coordinate the approval process through the TIG and will obtain the signature of Sound Transit’s Executive Director of Operations signature once all approvals are received. The TIG Coordinator will email the ST Express Policies and procedures to staff on the distribution list located in the Operations TIG Contacts.

4. Adverse Weather/Snow Plan

Original date issued: 10/2004

The policy of ST Express is to support ST's operating partners in providing effective bus service during adverse weather conditions by focusing effort on communicating changes in service to bus passengers. The following policy and procedure is a subset of the Operations Department snow plan and summarizes only the service activities for ST Express and facilities. The plan consists of six phases ranging from preparation to recovery.

Phase 1 Pre-Season Preparedness

ST Express:

By October 15th of each year, ST Express staff members perform the following:

- Review each partner's current Inclement Weather Plan
- Transcribe KCM run cuts into specific ST trip eliminations
- Make initial contact with partner agencies to review plans with particular attention given to communications protocols including a review of contact numbers
- Review implementation strategy with ST Customer Service Manager and External Communications staff
- Test home access for any Duty Officer personnel to ensure that all have ability and knowledge of login procedures from home.

Facilities:

Annual preparations for winter weather will begin September 1st and be finalized by October 31st. During this phase, the Director of Facilities and Asset Control shall assign the Plan's single point of responsibility for the implementation of the Plan. Additionally:

- Needed supplies, tools, and equipment will be procured and staged at the locations designated in the Plan
- Maintenance on equipment will be performed to ensure all is in good working condition. Training of staff on the proper use of the equipment will be conducted as needed during this preparation phase
- Facilities Maintenance staff will coordinate response plans and set forth performance expectations with contracted service providers for snow removal and winterization activities
- Roles, responsibilities, and communication protocol will be reviewed with Facilities Maintenance staff to ensure effective response during an event

Phase 2 Snow Alert (24 Hour Notice)

ST Express:

On the eve of an approaching event, approximately 24 – 36 hours prior ST Express staff will:

- Monitor KCM weather hotline (206-263-3441)
- Identify the Public Information Officer (PIO) and Customer Service Duty Officer (CSDO) for the event for each of the partners and for Sound Transit
- Contact PIOs and CSDOs early to:
 - exchange personal contact information
 - coordinate route information release time
 - review each route for foreseeable changes
- Warn public to expect unannounced delays in service
- Draft initial Route Information Matrix and issue to Customer Service for web publishing and Call Center reference

- Ensure the ST Express Ops Duty Officer has access to ST email/internal communications by home access or by having an ST issued laptop with him/her at all times

Facilities:

Customer Facilities staff will:

- Monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Alert the Facilities Project Manager as to any forecasted adverse weather conditions that constitutes a reason to activate the plan.
- Maintain and enter data into facilities report log.
- Assess pending situation and activate plan as needed.
- Contact and coordinate with KCLR to ensure appropriate response measures are taken at all Central Link facilities.
- Review their individual responsibilities and ensure that equipment and supplies are ready to implement the plan.

Phase 3 Snow Alert (8 Hour Notice)

ST Express:

On the eve of an approaching event (approximately 8 hours prior), ST Express Bus Operations Duty Officer will contact partner agencies to review actions expected from Sound Transit.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Activates as needed:
 - **Level One: Frost and/or ice and no snow** - De-icer will be applied to entire platform surface, ADA and pedestrian walkways to a width of 5', and parking lots as needed.
 - **Level Two: “Winter Storm Warning” issued by National Weather Service** - This escalates the status to expected arrival of a significant weather event that has the potential to disrupt our ability to provide service within the next 12 to 24 hours. The Customer Facilities Duty Officer will update Facilities, Security and Station Agents.

Phase 4 Snow Event

ST Express:

Regardless of its intensity, as inclement weather develops, the following procedures should be followed throughout the duration. The primary objective of ST Operation’s staff during the event is to coordinate and consolidate service information from partner agencies and pass that information along to Customer Service, ST PIO and all other necessary personnel in regular updates in a prescribed format. The primary format is the ST Express Service Interruption Form (see attached). This form is an on-going detail of the current status of all ST operated routes. Information contained on it will be directly published to the internet and provided to customer service representatives in order to respond to telephone questions.

- Early morning partner briefings:

- KCM's adverse weather hotline should be consulted at 3:30 AM and re-checked as directed from the previous check-in.
 - CT will issue hourly status reports via email throughout the course of the event.
 - PT will conduct telephone briefings starting at 3:30 AM to review current status and the day's outlook.
- On-going partner briefings:
 - KCM will schedule regular updates via the adverse weather hotline;
 - CT will issue hourly emails throughout the event;
 - PT will schedule conference calls at regular intervals and call in to pinpoint specific issues that require immediate attention.
- **KCM** - When snow is predicted to accumulate greater than 1 inch or is actually falling across all or portions of the service area and temperatures are predicted to be at 34°F or lower, actions that affect ST operations are likely to include:
 - Implementation of snow routes on some or all services.
 - Additional trips cut from service, system wide.
 - All buses are chained.
 - Some routes are cancelled (depending on specific conditions).
 - Service on Routes 555 and 556 is supplemented by chained shuttles between Issaquah and the Issaquah Highlands PNR.
- **CT** - Because of the existence of a weather convergence area in much of CT's service area, weather conditions throughout Snohomish County can be very different from those in the remainder of ST's service area. Therefore, it is not unusual for emergency conditions to exist in CT's service area and nowhere else in the region.
 - Because of the relatively few ST services operated by CT, operating conditions are reviewed on a route by route basis and individual modifications are made as specific conditions warrant. The final decision is made in collaboration with CT, First Transit personnel and ST Express Operations staff.
- **PT** - Upon consultation with Sound Transit Bus Operations personnel, PT will implement a shuttle based service in Seattle for all ST services. This strategy incorporates the use of chained 40' buses operating along normal bus stop locations served by PT operated services with the use of 45' high capacity coaches limited to freeway travel. Passengers are transferred between the two coaches at pre-determined locations.
- All route data should be compiled on the ST Express Service Interruption Form and forwarded to the Customer Service Duty Officer and PIO before 4:00 AM. Check in with the Customer Service Duty Officer via telephone shortly after sending the email to confirm receipt.
- *If any partner is going to substitute a Sunday schedule, confirm which routing they intend to use; Sunday routing may be different than weekday routing.*
- *Communication to passengers should include to not only expect delays, but to expect overcrowding. Where practical, passengers should be directed to Sounder services or Link services which will likely not be affected.*
- *Thinking 24 hours ahead is critical, especially for early morning services. In a bad event early morning pull-outs may be hampered by a lack of operator availability and not by bad road*

conditions. Craft an appropriate message to explain that roads may have improved, but buses may still not get out on schedule.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Implement as needed:
 - **Two inches or less of snow, single day event:**
Accessible paths will be cleared on platforms and pedestrian walkways, and de-icer applied. For Sounder platforms, a 10 feet pathway is to be cleared including the yellow caution line and welcome mats. All other accessible pathways and pedestrian walkways are to be cleared to a width of 5 feet. Parking lots will be plowed and sanded as needed.
- Manage each facility in the following level of priority:
 - Sounder Stations
 - Boarding Platforms
 - ADA accessible routes
 - Surface Lots
 - Transit Centers (as resources are available): Partner agencies who typically receive field reports may send requests for specific locations to be priorities and Sound Transit will attempt to meet these needs depending on staffing availability.
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Parking Garages
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Union Station
 - ADA accessible routes (including Weller St Bridge)

Phase 5 Snow Event (Sustained)

ST Express:

- **KCM** - when snow accumulates greater than four inches across the service area and temperatures are predicted to be at 34°F or lower or snow is on the ground county-wide and multiple days of snow on the ground are predicted. Actions that affect ST operations include:
 - KCM operates a significantly reduced level of service on core trunk and life-line routes that includes some ST routes.
 - This may last several days as conditions dictate.
- **PT and CT** – will continue to operate as in Phase 4 without any further pre-planned reductions in service.

- Briefings: Briefing will continue as described in “Phase 4 Snow Event”.

Facilities:

For any accumulation of snow, multi-day event:

- Accessible paths will be cleared and maintained on platforms and pedestrian walkways throughout the event.
- De-icer will be applied as snow is cleared. For Sounder platforms, a 10 foot pathway is to be cleared including the yellow caution line and welcome mats. All other Accessible pathways and pedestrian walkways are to be cleared to a width of 5 foot.
- Parking lots will be plowed and sanded throughout the event.
- Special care will be taken to prevent accumulations of ice, e.g. clearing standing water to prevent re-freezing from occurring.

For any combination of snow and/or ice that results in conditions that cannot be mitigated during the event due to inadequate resources and/or excessive risk exposure to staff and the general public Facilities Maintenance will make recommendations for closure of facilities.

Phase 6 Recovery (Post-Snow Event)

ST Express:

As the event clears ST Express Staff will coordinate a return to service stand-down with all three partner agencies and communicate that strategy to ST Customer Service.

Soon after the event clears and operations return to normal, all three partner agencies will prepare an event review analysis. These reports should be incorporated into ST’s post event lessons learned. This post event analysis establishes a record of how to properly handle future events by building upon past experience.

Facilities:

Immediately following a winter weather event, conditions in affected areas will be assessed and appropriately addressed. Obvious hazards will be communicated to the Safety and Security Department. Any damage that impacts service will be communicated to the appropriate department head. During the recovery phase, supplies, tools and equipment will be inspected, repaired, or replenished and returned to its designated staging area in preparation for the next event. Facilities Maintenance staff will debrief and make recommendations for any needed changes to the plan for improved effectiveness.

After the winter season, the assigned Facilities Project Manager will conduct a post season meeting.

Topics covered shall include:

- Lessons learned, updates to the plan and accomplishments
- Restoration efforts including any repairs, clean up, or other forms of response to be coordinated by the Facilities Maintenance Department.

5. Sounder Service Interruption Bus Plan

Original date issued: 06/22/2000

1.0 Overview

Occasional interruptions of Sounder commuter rail service may occur due to mudslides, accidents, or mechanical problems. The Sounder Duty Officer is responsible for determining the level of response needed for a Sounder service interruption. For Sound Transit's internal communications, that response is categorized into three levels:

Level 1 – Minor Service Delays potentially less than 10 minutes.

Level 2 – Significant Service Delays potentially more than 10 minutes but less than 75 minutes.

Level 3 – Major Service Disruptions potentially more than 75 minutes or severely impacting service schedule.

Partner agencies will typically be contacted for Level 2 and Level 3 service interruptions to a.) be aware of overload potential on existing routes, b.) provide additional service on existing routes, or c.) provide bus bridge services for Sounder passengers.

2.0 Responsibilities During a Sounder Service Interruption

2.1 Sounder Duty Officer

When Sound Transit determines a significant service interruption response is required, the Sounder Duty Officer will:

2.1.1 Contact BNSF operations managers to determine:

- The time and location of the incident
- The nature of the incident
- The probable duration of the disruption
- Actions BNSF is taking to resolve the issue
- Nature and extent of injuries (if applicable)
- Emergency response measures and status

2.1.2 Contact the appropriate internal staff through use of Command Post email or Command Post Staff email depending on the level of the event.

2.1.3 Make follow-up phone calls to the duty officers for ST Express Bus, Customer Service, Customer Facilities, and Media Relations, as needed, and to Sound Transit executive leadership, as needed.

2.2 ST Express Duty Officer

The ST Express Bus Duty Officer will ascertain the level of response needed from the partner agencies. The ST Express Bus Duty Officer will then contact the partner agency in whose district the interruption is occurring and will:

- Inform the Communications Center of possible overload conditions on existing routes, or
- The need for addition service on existing routes, or
- The need for a bus bridge

2.3 Partner Agency

The partner agency will inform Sound Transit within twenty minutes of the request whether it will provide any of the service requested.

3.0 Bus Bridge Protocol

In the event that a bus bridge is needed, the ST Express Bus Duty Officer will provide the partner agency's Communications Center staff with the agreed upon information as defined in Attachment A. If the partner agency declines to provide the service or can only partially meet the request, then Sound Transit will contact other agencies for assistance. If a partner agency agrees to provide some or all of the requested service, it will:

- Arrange for its designated lead to meet the Sound Transit and/or BNSF representative at the location of the event
- Provide the name, pager/c-phone number of the partner agency lead and estimated time of arrival to the Sound Transit lead
- Notify its internal customer service and media relations staff
- Contact ST Express Bus Duty Officer if no contact has been made and they think some level of coordination is needed.

All parties understand that the BNSF representative will determine what activities can/cannot occur on BNSF property; the transit partner representative will ensure that all buses meet ADA accessibility requirements and determine where the buses can travel; and the ST Express Duty Officer will facilitate the discussion.

Once the ST Express Bus Duty Officer has determined when and where a bus bridge is possible, Sound Transit, BNSF and partner agency representatives will discuss and agree upon the following:

- Procedure and location for loading passengers onto buses; and
- Route to be used by buses to and from the incident location.

3.1 Sound Transit Media Protocol

The Sound Transit Media Relation's staff (PIO) will:

- Contact the media to provide information about the event requests
- If necessary go to the event scene and be the agency spokesperson
- Contact partner agency's media staff when coordination is needed and/or to discuss information requests
- Use the current media operating procedures
- Coordinate with the Sound Transit designated lead at the scene
- Coordinate with internal customer services staff as needed

3.2 Sound Transit Customer Services Protocol

Sound Transit customer services staff will:

- Issue Rider Alerts
- Update customer information sites
- Coordinate with media staff

3.3 Sound Transit Facilities Station Agent Protocol

Sound Transit station agent supervisors will:

- Communicate with the Customer Facilities Duty and station agents, relaying updates as needed to both station agents and to the Customer Facilities Duty Officer
- Provide additional support to agents on scene as needed

Sound Transit station agents will:

- Communicate changes at the station to the station agent supervisors and to the Customer Facilities Duty Officer
- Inform riders of the situation and continue to provide updates as received
- Assist riders with alternative bus connection services
- Assist in directing partner agencies to bus staging and loading areas
- Direct riders to back-up bus services
- Implement crowd control

3.4 Transit Partner Call Protocol

The partner agency's Communications Center staff is responsible for their internal communications per their procedures. The Partner Transit Agency Contact List is included for their use in the Operations TIG Contacts for ST Express Policies and Procedures.

3.5 Incident/Training Debriefing

After an incident or training, a debriefing may take place where the participants can discuss facts and observations. Sound Transit staff will coordinate and facilitate the debriefing.

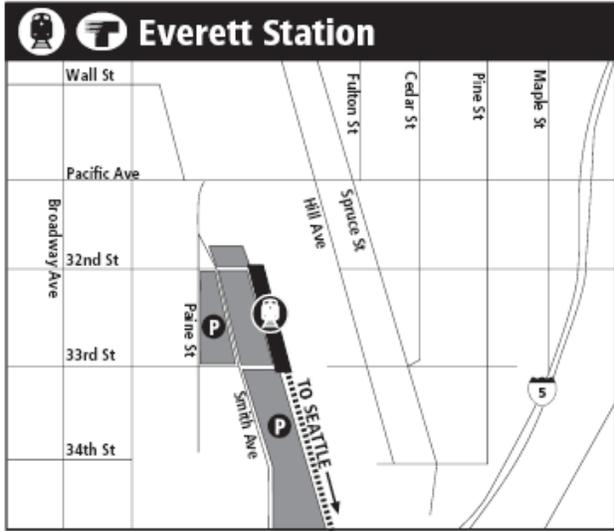
3.6 Operations TIG Committee

The Operations TIG Committee will review and update the operating procedures as needed.

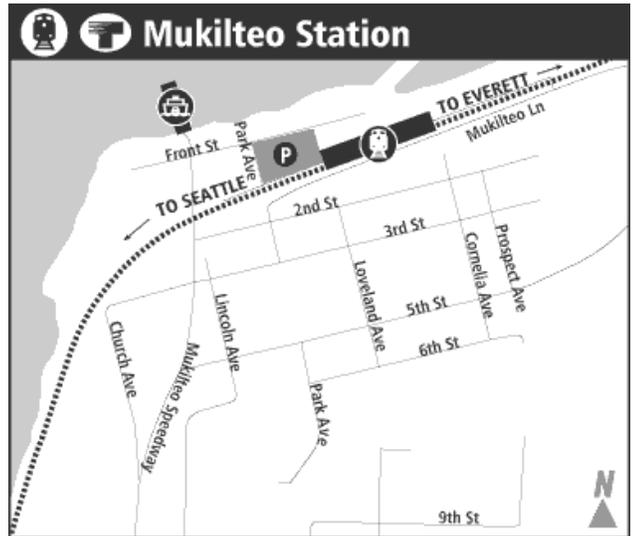
3.7 Information provided by Sound Transit

Sound Transit will provide maps and locations of stations to the partner agencies.

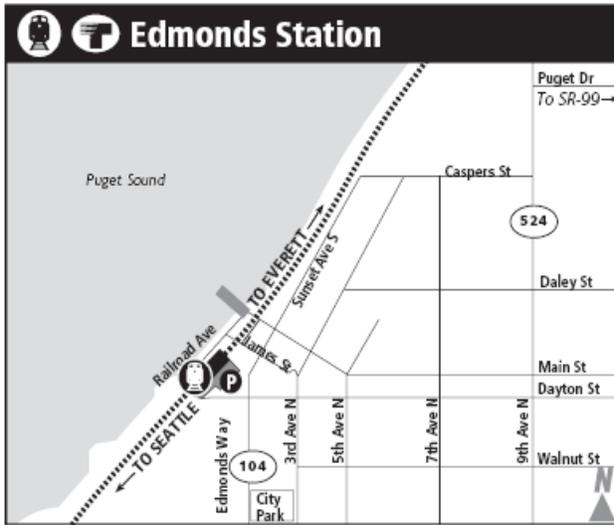
3201 Smith Ave., Everett, WA



920 1st Street, Mukilteo, WA



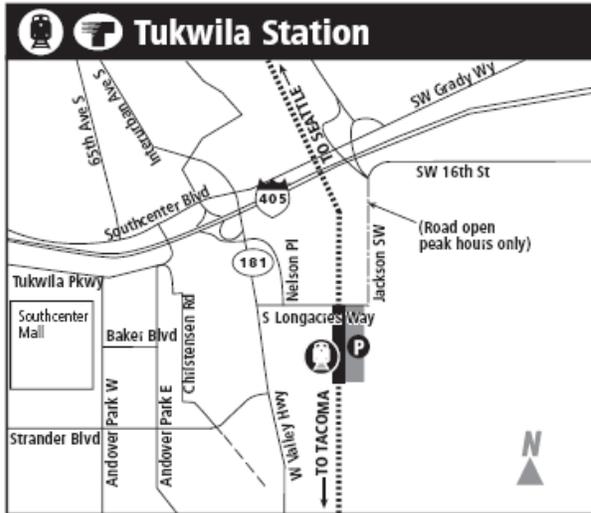
211 Railroad Ave., Edmonds, WA



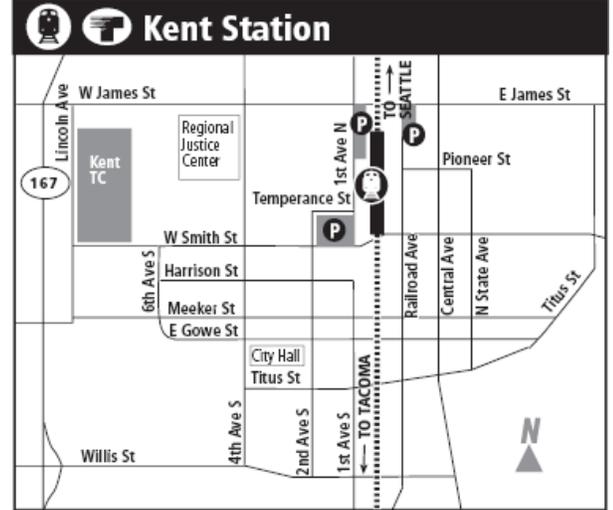
301 South Jackson St., Seattle, WA



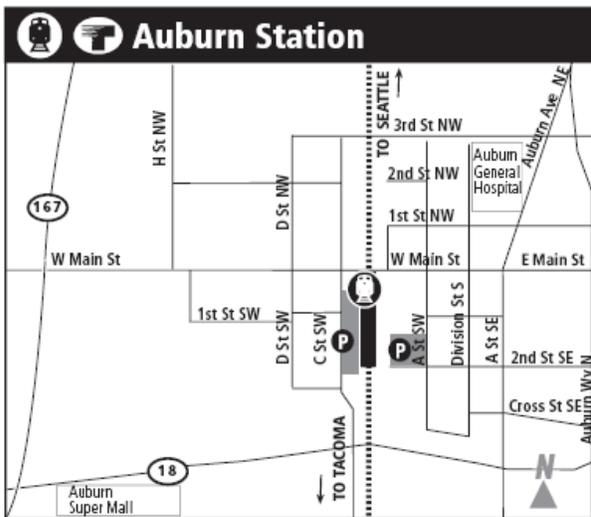
7301 South 158th Street, Tukwila, WA



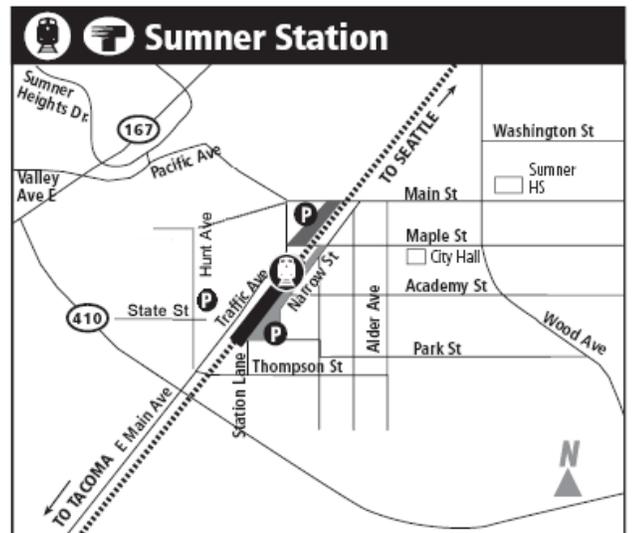
301 Railroad Ave., Kent, WA



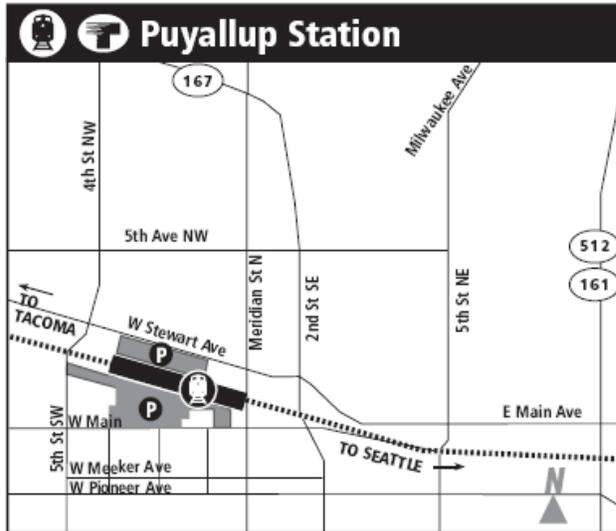
3 A Street SW, Auburn, WA



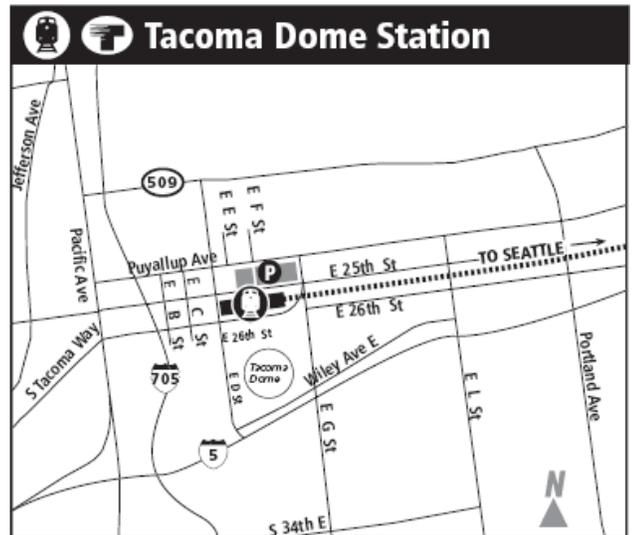
810 Maple Street, Sumner, WA



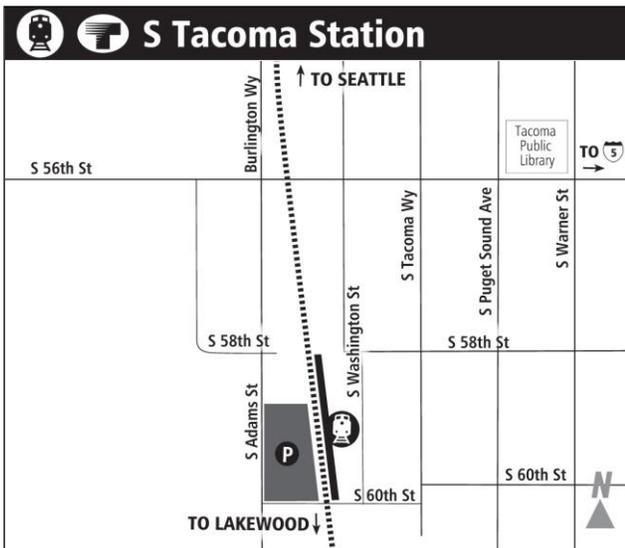
131 West Main Street, Puyallup, WA



424 East 25th, Tacoma, WA



5650 S. Washington St., Tacoma



11424 Pacific Highway SW, Lakewood



Attachment A: Information about Service Request

The following information will be provided to the partner agency Communications Center by Sound Transit when requesting services:

1. Nature of the incident (accident, flood, mechanical trouble, etc):
2. Location of the incident (cross streets if available):
3. Approximate number of passengers needing transportation:
4. Name of the person making the request and the call back number:
5. Name of the contact person at the scene, c-phone number and where the person will be:

Optional Information:

1. Location to where the customers are to be transported?
2. Any special instructions for the partner agency:
3. Locations where customers might be besides the incident scene:

Time of the call: _____ Date: _____

Person taking call: _____



Customer Service

ST Express Policies and Procedures

Approved by TIG Steering Committee June 23, 2015



Executive Director of Operations



Date

These ST Express Policies and Procedures are reviewed and updated by the *Customer Service* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares		
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
			Fares	Fares

Additionally all staff contact lists that had been embedded in the old policies and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Policy 10 Free Ride Tickets was rewritten for clarity but the policy itself did not change.
1	June 2015	Updates to Section 3 Lost and Found. Sat., Sun., and holiday info will be available by 1 p.m. instead of noon next service day. KCM matrix was updated to reflect current practice.

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1. Customer Comment Processing

Original date issued: 08/18/1999

Sound Transit customer comments received by participating agencies will be processed using the following guidelines. This process shall be applied to all commendations, complaints, and service requests received regarding any route, trip, or facility operated or supported by Sound Transit. The trip/route or facility may be operated or maintained by Community Transit, Everett Transit, King County Metro, or Pierce Transit. This process is applicable to all forms of communication: telephone calls, e-mails, letters, faxes, and in-person contacts.

Any customer comment received by a partner agency that requires a policy decision or an explanation from Sound Transit will be forwarded to the Sound Transit Customer Services Supervisor. Sound Transit will respond to all policy questions. If the partner agency is uncertain whether the question requires a response from Sound Transit, the partner agency will contact the Customer Services Supervisor to discuss the issue. When Sound Transit responds to a comment forwarded by a partner agency, a copy of the response will be sent to that partner agency.

Please refer to 2. Interagency Correspondence for additional information.

Routine Comments

These are non-emergency issues such as commendations, discourteous conduct, late operation, shelter location, and litter at a zone.

1. The agency follows existing agency procedures when processing comments expressed about a route, trip, or facility operated or maintained by the agency receiving the comment and routine comments regarding federally mandated accommodations such as stop announcement or lift operations.
2. The agency includes the item in its monthly report to Sound Transit.

Interagency Comments

These are routine comments received by one participating agency that are applicable to another participating agency (i.e. Pierce Transit receives a call regarding ST Route 550, a route operated by King County Metro for Sound Transit).

1. Politely explain that a different agency is responsible for the service and offer the toll-free phone number for a connection to that service.
2. If the caller insists that the information be taken, regardless of agency, send an email or complete an Interagency Transmittal Form with available information and email to the appropriate agency, identified in Partner Agency Contacts list.

Obtaining and relaying accurate information in a timely manner is essential to the success of this process. Agencies will provide information as it is/was relayed to them by the customer or person making the contact. It is incumbent upon the responsible (receiving) agency to re-verify the information relayed to them.

Urgent/Red Flag Comments

These are time sensitive or critical concerns expressed by a customer such as the report of an employee, while on duty, using or suspected of being under the influence of drugs or alcohol; the report of a threat from a driver toward a passenger; or the report of an assault by a driver toward a passenger.

ADA related comments require contact within 24 hours. These are comments from a customer with a disability regarding harassment, action by the operator such as routinely being passed up or accessible equipment not working.

Due to the nature of urgent/red flag comments, follow existing agency procedures and inform the Sound Transit contact listed below. For ADA issues contact Michael Miller or his designee within 24 hours from the receipt at the agency. These time sensitive or critical concerns require immediate notification.

Disability Civil Rights Complaints

In the event a partner agency receives a formal disability-related civil rights complaint about Sound Transit services or facilities from a local, state or federal agency, the partner agency will immediately contact Sound Transit. If the complaint is solely about Sound Transit services or facilities, Sound Transit will take the lead in responding to such complaints. The partner agency will participate by investigating the complaint and providing Sound Transit with a detailed response to the allegations. If the complaint involves services provided by both the partner agency and Sound Transit, both agencies will work cooperatively to investigate and provide a formal response (joint or separate, as appropriate) to the civil rights agency.

Risk Management Comments

These are comments involving a claim for damage or injury. Follow existing agency procedures and inform the Sound Transit contact as soon as possible.

2. Interagency Correspondence

Original date issued: 08/18/1999

Correspondence received and/or generated by Sound Transit and/or partner agencies will be processed using the following guidelines. This process shall be applied when a written acknowledgment to a letter, e-mail message, or fax is required or appropriate.

E-Mail Message and Letter Responses

Sound Transit and partner agency staffs are expected to respond to customers by email or letter, when appropriate, as soon as possible but no longer than 10 days from the receipt at the agency. If a customer response letter cannot be sent within the 10 day period, the response time can be extended using an interim response (letter) to the customer.

King County Metro will respond within 21 days from the receipt at the agency, but will attempt to respond to customer comments at their earliest opportunity. If a customer response letter cannot be sent within the 21 day period, the response time can be extended using an interim response (letter) to the customer.

When responding to customer concerns, Sound Transit and partner agency staff may choose to use the generic response, offer a routine or specialized response, or refer the e-mail/letter to a Sound Transit point of contact for response, as appropriate.

- When a definitive answer to a customer concern is not required or may not be available for an extended period of time, the generic response may be used to assure the customer their concern has been documented and that appropriate action is/will be taken. For example, a customer has sent an e-mail commending an employee or expressing concern about a future plan and the question may not be immediately answerable.
- If the generic response is used as an interim reply, ensure that the need for a follow-up reply is noted in your tracking system and forwarded to the customer in a timely manner.
- In some cases, providing a routine or specialized response may be appropriate. When doing so, follow existing agency guidelines and coordinate the response between agencies, as required, using the attached sample Interagency Transmittal Form as a guide for essential details to include.
- If the receiving agency is unable to provide a response and/or a response directly from Sound Transit staff or a partner agency is deemed appropriate, forward the e-mail requiring a response to the appropriate agency including essential details noted on the attached sample Interagency Transmittal Form.
- When e-mail is received from an official (i.e. member of County Council), process the concern following current agency guidelines. If it appears that several persons (internal or external to your agency) have been copied on the e-mail, inform the others that you are taking the lead and will respond, copying your response to each. Please ensure that your partner agency counterpart(s) is/are informed of the concern as soon as possible.

* At Sound Transit, specialized letters will be documented in the Sound Transit customer comment tracking database (CRM) and assigned a tracking number, point of contact, etc.

* The Sound Transit Customer Services Supervisor or Senior Customer Service Representative will assign and monitor due dates for correspondence received by Sound Transit.

Draft letters will be provided to/from internal sources or partner agency using the format/template provided by Sound Transit and e-mailed whenever possible to eliminate unnecessary printing and time delays. See the attached example for a typical response.

Upon approval, final letter will be signed by partner agency on behalf of Sound Transit. To avoid confusion, responses should indicate that, as a partner agency, you are responding on behalf of Sound Transit. Sound Transit will receive copy.

Routine letters are sent to customers in response to a letter, telephone call, e-mail, or fax that addresses non-sensitive routine items. The coordination of the response with another agency is not required for routine letters, but the customer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

Specialized letters are sent to customers in response to a letter, telephone call, e-mail, or fax, and internal or external coordination is required to complete the reply. These letters will usually address, but are not limited to, sensitive, urgent, and non-routine items, and the writer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

SAMPLE Interagency Transmittal Form

Below is a sample form for recording and transmitting customer comments on Sound Transit Service and Facilities.

Click or tab to the shaded areas to enter all available details received from the caller.

The customer's address and/or phone number are essential, as additional information may be required.

From: (check one)

Community Transit	<input type="checkbox"/>
Everett Transit	<input type="checkbox"/>
Kitsap Transit	<input type="checkbox"/>
Metro Transit	<input type="checkbox"/>
Pierce Transit	<input type="checkbox"/>
Sound Transit	<input type="checkbox"/>
WSF	<input type="checkbox"/>

To: (check one)

Community Transit	<input type="checkbox"/>
Everett Transit	<input type="checkbox"/>
Kitsap Transit	<input type="checkbox"/>
Metro Transit	<input type="checkbox"/>
Pierce Transit	<input type="checkbox"/>
Sound Transit	<input type="checkbox"/>
WSF	<input type="checkbox"/>

Received

Comment Taken By			
Date of Contact			
Time of Contact			
Via:(check one)	Telephone <input type="checkbox"/>	Letter <input type="checkbox"/>	In Person <input type="checkbox"/>
	Fax <input type="checkbox"/>	Email <input type="checkbox"/>	

Customer Information

Name			
Address			
City		State/ZIP	
Phone (home)			
Phone (work)			
E-mail			
FAX			

Incident Details

Incident Date	
Incident Time	
Incident Location	
Direction of Travel (Caller)	
Direction of Travel (Bus)	
Route #	
Vehicle #	
Driver Description	
Reply Requested (Y/N)	

Customer's Statement

--

3. Lost and Found

Original date issued: 08/18/1999

Lost and found items for Sound Transit ST Express bus service will be managed regionally and all partner agencies will handle Sound Transit lost and found items in their usual manner. Sound Transit is responsible for handling items found on Sounder commuter rail. However, King County Metro will update the Lost and Found database daily for items found on Central Link trains and Pierce Transit will handle items found on Tacoma Link light rail per the Tacoma Dome Station Agreement. Items found at bus platforms of joint facilities such as Sounder Stations (Sumner, Puyallup, Auburn and Kent) and the Federal Way Transit Center may be handled by the local agency.

Each partner agency will update their lost and found data per agency guidelines. Note that Community Transit does not use a database for lost and found items. The information for Saturday, Sunday and holidays will be available by 1 p.m. on the next service day.

General Procedure – St Express Bus

A customer who has lost an item contacts an agency.

If the item the customer lost was on ST Express Bus service provided by another agency, the agency taking the call provides contact information for the other agency to the customer, including the location, hours of service and telephone number. See the Customer Service Contacts list for Lost and Found Routing Contacts.

At times, the agencies may agree, due to the circumstances, that they will assist in the retrieving of the item and will determine what those arrangements will be.

Procedures for Emergencies or for Items of Significant Value

During the regular business hours of a partner agency you are trying to contact, do the following:

- First step: Call the partner agency contact listed on the Lost and Found Routing matrix above.
- Second step: If unable to reach the partner agency contact, call the partner agency Communications Center whose number is listed on the following page.
- The agencies will make arrangements for the item exchange with the customer and provide whatever assistance they deem necessary.

Partner Agency Communications/Control Center/Dispatch Phone Numbers

It is agreed among the partner agencies that the Communications Center contact numbers are confidential and for internal use only. They are not to be given out to non-agency staff.

Agency

Telephone Number

Community Transit Communications Control Center

(425) 348-7155

Everett Transit Scheduler's Office

(425) 257-8984 or pager (425) 388-2137 (after hours emergency calls to ET Route Inspector)

Pierce Transit Communications Center
 King County Metro Communications Center

(253) 581-8109
 (206) 684-1705

- The agency will make arrangements for the item exchange for the customer and provide whatever assistance they deem necessary.

In order to provide customers with basic lost and found process information for a partner agency, the following matrix is provided as an overview of partner agencies Lost and Found processes.

Lost and Found Matrix

Process	CT	KCM	PT
Questions for caller	<ul style="list-style-type: none"> when did loss occur route number time and day where customer sat on bus 	<ul style="list-style-type: none"> when did loss occur what route valuable or non-valuable if valuable, where customer was sitting 	<ul style="list-style-type: none"> when did loss occur time/day what route where customer sat on bus
Regular	<ul style="list-style-type: none"> customer to arrange pick-up or send postage to CT and CT will mail the item RideStore, 20110 46th Ave W, Lynnwood, weekdays from 7 a.m. – 6 p.m., p.m. (425) 348-2350 	<ul style="list-style-type: none"> customer can pick up or trace bus for customer to meet King Street Center, 201 S. Jackson St. weekdays 8:30 a.m.-4:30 p.m., Mon-Fri. Closed 1-2 p.m. for lunch (206)553-3000 	<ul style="list-style-type: none"> customer pick up trace bus for customer to meet Bus Shop Tacoma Dome Station from 7:00 a.m. to 6 p.m. (253)581-8000, listen for Lost and Found Option
Emergency <ul style="list-style-type: none"> During Business Hours 	<ul style="list-style-type: none"> CSR will arrange to have a supervisor get item back to customer ASAP 	<ul style="list-style-type: none"> CSR contacts Control Center, who will contact the driver to locate the item customer has option of meeting bus and obtaining the item from the driver or waiting until the next day and picking it up Routine or emergency calls to Customer Information Office @ (206)553-3000 	<ul style="list-style-type: none"> contact dispatch (24 hr dispatch access)

Bikes	<ul style="list-style-type: none"> • Bikes are held for 10 days then taken to Sheriff 	<ul style="list-style-type: none"> • Bikes are sent to surplus, which holds them for 10 calendar days and then gives them to various charities 	<ul style="list-style-type: none"> • Bikes lost on the bus are turned in to our headquarters location 3701 96th St. SW Lakewood. After fourteen days, bikes are donated. The Property Room is open from 8 am to 4:30 pm on weekdays.
Retention Policy	<ul style="list-style-type: none"> • 30 days; then to Sheriff for additional 60 days 	<ul style="list-style-type: none"> • 14 calendar days 	<ul style="list-style-type: none"> • 14 days for non-valuable items • 28 days for valuable • prescription glasses and cell phones are donated to various charities.

General Procedure – Sounder Commuter Rail

1. Sounder lost and found items will be managed internally by the Sound Transit. Security officers on board the trains receive found items from the conductor and Amtrak cleaning crews. The items are logged and held for 10 days at the ST Security Dispatch Office, Union Station Concourse, 401 S. Jackson Street.
2. A customer who has lost an item contacts the ST Customer Service Office. Questions to ask the caller include:
 - When did the loss occur?
 - What train/time of day/direction of travel?
 - Seattle-Tacoma service or Seattle-Everett service?
 - Valuable or non-valuable item and description?
 - Where was customer sitting?
3. Sound Transit staff makes determination whether item was lost on Sounder train or bus and directs caller appropriately.
 - Customer Service Assistant may contact the Security Office to inquire if Sounder item has been received.
4. In special emergencies, other arrangements may be possible. The Customer Service Assistant may:
 - Arrange to have Sound Transit Security Officer, transit partner supervisor, conductor or staff get item back to customer ASAP, or
 - Contact BNSF/Amtrak to obtain item.

General Procedure – Central Link Light Rail

Central Link lost and found items will be managed by King County Metro Transit. Items are held at the King Street Center, 201 S. Jackson St., Seattle.

General Procedure – Tacoma Link Light Rail

Tacoma Link lost and found items will be managed by Pierce Transit. Security officers or Link operators will drop items off at Tacoma Dome Station. Items are held at the PT Bus Shop, 505 E. 25th Street, Tacoma..

4. TTY or TDD Calls

Original date issued: 08/18/1999

Per agreement in the Customer Services Committee of the Transit Integration Group, TTY or TDD calls may be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit.

Sound Transit's rider information number for hearing-impaired callers shall be TTY Relay: 711.

Sound Transit business hours are Monday-Friday, 7:00 a.m. -7:00 p.m. Messages received after business hours will be returned the next business day.

Agency	Phone
Community Transit	TTY 711/(425) 353-7433
King County Metro	TTY 711/(206) 553-3000
Pierce Transit	TTY 711/(253)-581-8000

5. 888 Rider Information

Original date issued: 08/18/1999

Per Agreement in the Customer Service Committee of the Transit Integration Group, toll free rider information calls will be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit. The toll free number shall be (888) 889-6368.

ST Express call routing

Sound Transit's main menu option for ST Express shall direct callers to the appropriate transit partner as follows:

Thank you for calling the ST Express customer service line.

- If you ride buses – or your trip starts in – Snohomish County – press 1.
- If you ride buses – or your trip starts in – King County – press 2.
- If you ride buses – or your trip starts in – Pierce County – press 3.
- Press 9 to return to the main menu.

6. Free Ride Tickets

Original date issued: 06/08/2001

Purpose

For both marketing promotions and customer service resolution, partner agencies may from time to time distribute Free Ride Tickets.

Free ride tickets are an important part of the effort to promote the benefits of travel using the seamless transit system. Partner transit agencies may distribute them to businesses for their Commute Challenges. Sound Transit will develop joint opportunities with partner transit agencies to increase awareness of local bus, ST Express bus, Sounder commuter rail and Central Link light rail services.

Free Ride Tickets are also an important part of settling complaints, appeasing disgruntled customers and assisting customers who may have been inconvenienced due to a service interruption.

Types of Free Ride Tickets

There are three types of Sound Transit Free Ride Tickets. All tickets are void after December 31 of the calendar year in which they are issued, and they are valid only for the service mode specified on the ticket:

- ST Express free ride ticket is valid for one trip on regular ST Express with no zone or time restrictions.
- Central Link free ride ticket is valid for one round trip only on the date entered on the ticket.
- Sounder free ride ticket is valid for one round trip only on the date entered on the ticket.

Procedures for Annual Free Ride Ticket Distribution

1. By the end of the third quarter of each year, agencies will be asked to count the number of Sound Transit Free Ride Tickets they have on hand as part of an effort to estimate their usage rate for that year.
2. The Sound Transit Customer Service Manager will determine the number of ST Express, Central Link and Sounder free ride tickets that will be distributed to each of the partner agencies for marketing promotions and customer service functions throughout the following year.
3. Sound Transit will contact the Marketing Department of King County Metro to order the free ride tickets. Artwork will be provided by Sound Transit, and King County Metro will be responsible for producing the tickets. King County Metro will bill Sound Transit for the cost to produce the tickets.
4. Members of the Customer Service Transit Integration Group (TIG) will appoint one representative from each agency to be responsible for receiving the tickets. That list is updated on an as-needed basis. (See "Free Ride Tickets – Contacts to Receive Annual Ticket Allotment" in the Customer Service Contact list.)
5. Sound Transit's Customer Service designated representative will arrange for delivery of the tickets to each agency representative.
6. The person receiving the tickets will also be responsible for distributing them to the appropriate people in their agency and making subsequent requests for tickets should it be necessary.

5. If the initial annual allotment of Free Ride Tickets runs out, additional tickets may be distributed to the agencies upon request in accordance with the procedures listed below.

Procedures For Requesting Tickets After Initial Allotment

1. Once the initial allotment has been used, requests for additional free ride tickets, may be made using Sound Transit's Free Ride Tickets Request Form (Attached).
2. Because there is no guarantee a request will be granted, requestors should submit appropriate paperwork 8 to 10 days prior to the date needed. Requests submitted after 2:00 p.m. will be logged in as received the following day.
3. The ST Senior Customer Services Representative will be responsible for ensuring that the request form and supporting documentation are complete when submitted for review.
4. The tickets are fare media and will not be sent by mail. The ST Senior Customer Service Representative will arrange with the requestor ticket pick-up.

Appeal Process

Sound Transit reserves the right to refuse to issue Free Ride Tickets. Staff will review all requests, and Sound Transit's Customer Service Supervisor will notify the requestor if the agency is not able to fulfill the request.

1. If a request is denied and the requestor wants to appeal the decision, the requestor must contact the Sound Transit Customer Services Manager.
2. The Customer Service Manager will review the request and notify the requestor of the final decision.

Roles and Responsibilities

Sound Transit will be responsible for tracking the distribution of tickets.

Partner agencies will be responsible for tracking their allotment of tickets including reason for distribution of tickets

Partner agencies are required to destroy tickets received through the fare box.

Expiration

One week following the expiration date, Dec. 31, undistributed tickets should be counted and destroyed by the recipient agency. Undistributed tickets counts should be forwarded to Sound Transit's Senior Customer Service Representative via email.

REQUEST FORM

FREE RIDE TICKETS

Today's Date: _____

Date needed: _____

Your Name: _____ **Phone Number:** _____

Agency: _____ **Dept:** _____

Event & location (if applicable): _____

Type and Number of Free Ride Tickets Requested:

ST Express bus # _____

Central Link light rail # _____

Sounder commuter rail # _____

Purpose/Use (please check all that apply):

<input type="checkbox"/> Customer relations	<input type="checkbox"/> Employer outreach
<input type="checkbox"/> Marketing/Promotion	<input type="checkbox"/> Outreach/transit training
<input type="checkbox"/> Operations & service related	<input type="checkbox"/> Ticket vending machines/refunds
<input type="checkbox"/> ORCA	<input type="checkbox"/> Emergencies/natural disasters

Other (please specify):

- Forward this completed form to Sound Transit's Senior Customer Service Representative or Supervisor for authorization at: main@soundtransit.org .
- Allow a minimum of 8 - 10 workdays for authorization and processing.

Contact Sound Transit's Customer Service office a minimum of two (2) days prior to the date you need the tickets to arrange for picking them up. (Tickets cannot be sent through interoffice mail.)

7. Publication Review and Distribution Process

Original date issued: 06/27/2007

Sound Transit and the partner agencies produce rider information to post at facilities, on board vehicles and online. This procedure outlines the steps to produce accurate and timely information through the review, production and posting process. This process is applicable to production, review and distribution of service information, promotional material, changeable information at bus stops, coach posters and online rider information.

Production Schedule

For the production of the Ride the Wave Guide, it is imperative that Sound Transit receives the final bus schedules 12 weeks prior to service change. The Sound Transit Rider Information Coordinator will forward (via email) the delivery date to the designated personnel of the appropriate agency, in the Customer Service Contacts for ST Express Policies and Procedures under Production Schedule Contacts. Partner agencies should either confirm or arrange a mutually agreed upon alternate delivery date. Failure to receive the bus schedule in a timely manner compromises the ability to meet the production schedule for Sound Transit publications.

Review Process

Sound Transit and the partner agencies will review publications containing service information and/or references to their agency's service. Review will be conducted in a timely manner to meet identified production and posting timelines. The production timeline, identifying routine documents for Sound Transit service, will be provided to partner agencies annually with review deadlines included. The timeline is a working document that includes Ride the Wave Guide, service change brochure, rider alerts, holiday and promotional materials. The timeline also includes posting assignments clarifying who will post and/or distribute materials. Unanticipated rider information such as bus stop signs to identify closure due to an accident or construction will be handled by the partner agencies as needed, with the opportunity for Sound Transit review. Sound Transit must approve the final language of the alert.

Naming Convention

Naming convention will be followed when referring to Sound Transit or partner agency services. Rider information materials will be reviewed as identified in **REVIEW PROCESS** (above). Bus stop flags and map convention may be modified upon review, due to space constraints.

Agency	Service
Sound Transit	Sound Transit, ST logo, www.soundtransit.org
	ST Express regional bus, ST Express bus, ST Express, ST 586, bus icon
	Souder commuter rail, Souder train, Souder, commuter rail icon
	Central Link light rail, Central Link, Link, light rail icon
	Tacoma Link light rail, Tacoma Link, Link, light rail icon
Community Transit	Community Transit, CT logo, www.communitytransit.org
King County Metro	King County Metro Transit, King County Metro, Metro Transit, Metro, Metro logo, RapidRide, RapidRide A Line, A Line, Metro Online www.kingcounty.gov/metro
Pierce Transit	Pierce Transit, PT logo, BusPLUS, www.piercetransit.org

Signage convention for Sound Transit facilities is defined in the Sound Transit Signage and Design Manual.

Distribution

The partner agencies distribute Sound Transit's rider information materials at facilities, on board vehicles and at public outlets. Sound Transit will review the list of public outlets annually and update, if applicable, with each partner agency.



Fares

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014


Executive Director of Operations


Date

These ST Express Policies and Procedures are reviewed and updated by the *Fares* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Customer Service.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/ Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service		
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations		
14	Sounder Service Interruption Bus Plan	Operations		
			Fares	Fares

Additionally all staff contact lists that had been embedded in the old polices and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above.
1	February 2014	Minor change adding school pass program to Youth Fares.

FARE STRUCTURE

ST Express fare structure is determined by two factors: 1) customer category and 2) whether a trip spans a single county or multiple counties.

There is no peak/off-peak or time-based fare criteria for ST Express fares.

Customer Category

Children:	age 0-5 (ride free with paying passenger)
Youth:	age 6 to 18, or as qualified through a school pass program
Adult:	age 19 to 64
Senior/Disabled:	age 65 or older, or qualifying condition*

*Age 65 or older, or qualifying condition. Rider must have a valid Regional Reduced Fare Permit to show eligibility for the Senior/Disabled Fare.

Single County or Multiple Counties

The Sound Transit service area covers three counties

- Snohomish County
- King County
- Pierce County

Fares are determined by travel within a county or across county lines. See Exhibit A for map illustrating county boundaries.

ST Express Bus Fares

The table below shows the required cash fare for single county and multi-county bus trips for each customer category:

Customer Category	One-county fare (within one county)	Multi-county fare (across county line[s])
Children	Free	Free
Youth	\$1.25	\$2.50
Adult	\$2.50	\$3.50
Senior/Disabled*	\$0.75	\$1.50

* Requires Regional Reduced Fare Permit.

FARE MEDIA

All ST Express buses accept cash, ORCA cards, customized ORCA ID cards and all Sound Transit issued fare media. Sound Transit accepts some partner agency tickets on routes operated by those partners.

Please refer to Attachments 1-3 for graphical representation of the fare media accepted by each partner agency.

Customized ORCA ID Cards

At present there are three kinds of customized ORCA ID cards: King County, the Ed Pass (for Edmonds Community College) and the Husky Card (for University of Washington). All three passes include a photo on the card, and the photo must match the person presenting the ID.

Regional Reduced Fare Permits (RRFP)

To receive a reduced fare, a person must have a Regional Reduced Fare Permit. RRFP cards can function as ORCA cards that allow for reduced fare payment when they have the ORCA logo on them and are loaded with either a pass or an e-purse. The RRFP can be non-ORCA cards and function as permits only, not valid fare, but will allow the holder to pay reduced cash fare.

Medicare cards no longer serve as permits for reduced fare.

Additionally a person with a RRFP may have one personal care attendant (PCA) ride for free with them. The reduced-fare passenger must have an RRFP with "PCA" on the card. A RRFP ORCA card with PCA on it is used for both the disabled person and the PCA. The PCA must get on and off with the reduced-fare passenger.

See Exhibit B for a full description of various RRFP permits and functionality.

Partner Agency Tickets

Sound Transit accepts some tickets issued by partner agencies on routes operated by those agencies. This includes juror tickets, but excludes special, non-retail tickets such as promotional tickets. Sound Transit accepts the following until further notice:

- **King County Metro Tickets.** Valid only on ST Express buses operated by King County Metro and on those services Pierce Transit operates in King County that were formally operated by KCM. [see Attachment 2](#)
- **Community Transit Tickets.** Valid only on ST Express buses operated by Community Transit. [see Attachment 3](#)

Non-valid Partner agency tickets

KCM Vanpool Passes, KCM's Family Plan, and other non-ST agency-specific fare payment are no longer valid toward payment of fare on Sound Transit service.

Partner Agency tickets have no value on Sounder commuter rail or on Central Link light rail.

Free Ride Tickets and Complimentary Day Passes

Sound Transit has:

- One way ST Express tickets
- Complimentary Day Passes for Sounder, Link or ST Express (single mode only). See Attachment 1-3
- All ST Service Day Pass (inclusive of Link, Sounder, and ST Express)

Sound Transit produces free ride/complimentary tickets and passes and distributes them to customers and partner agencies. Agency staff will track and distribute the free ride tickets to appropriate staff and customers. For more information on how Free Ride Tickets are handled, see Customer Service ST Express Policies and Procedures, Section 6.

Free Ride Tickets are distributed for the following agency purposes:

- Transit promotional and marketing campaigns
- Educational outreach and transit training activities
- Demonstration of transit services and facility tours hosted by Sound Transit or local transit agencies
- Customer complaint resolution

Sound Transit Bulk Pass Sales Program

Sound Transit Day Passes are presently sold in bulk to anyone who purchases 20 passes or more. Passes sold include ST Express day pass and All Sound Transit Service Pass. They can be dated, or sold to the customer who fills in date before distribution.

Law Enforcement Officers

All law enforcement/peace officers ride free in uniform, with badge and/or identification. (Includes Washington general authority or federal law enforcement agencies).

Animals On Board

Service animals are allowed on Sound Transit buses and trains. Pets may ride if they are carried in small containers. Both service animal and pets ride free. For more information about animals on board Sound Transit services, see Operations ST Express Policies and Procedures, Section 2.

Ticket Vending Machines (TVM's)

Ticket vending machines currently issue single-trip and round-trip tickets for Sounder commuter rail and Link light rail only. These tickets are not valid on ST Express bus service.

Transfers

Sound Transit no longer issues or accepts paper transfers.

Customers using an ORCA card have a two hour transfer window. This means full credit for any fare paid will be applied toward any other fare payment for two hours. Customers without an ORCA card or other pre-paid fare media must pay for each trip with cash, at the farebox.

Exhibit A
County Boundaries

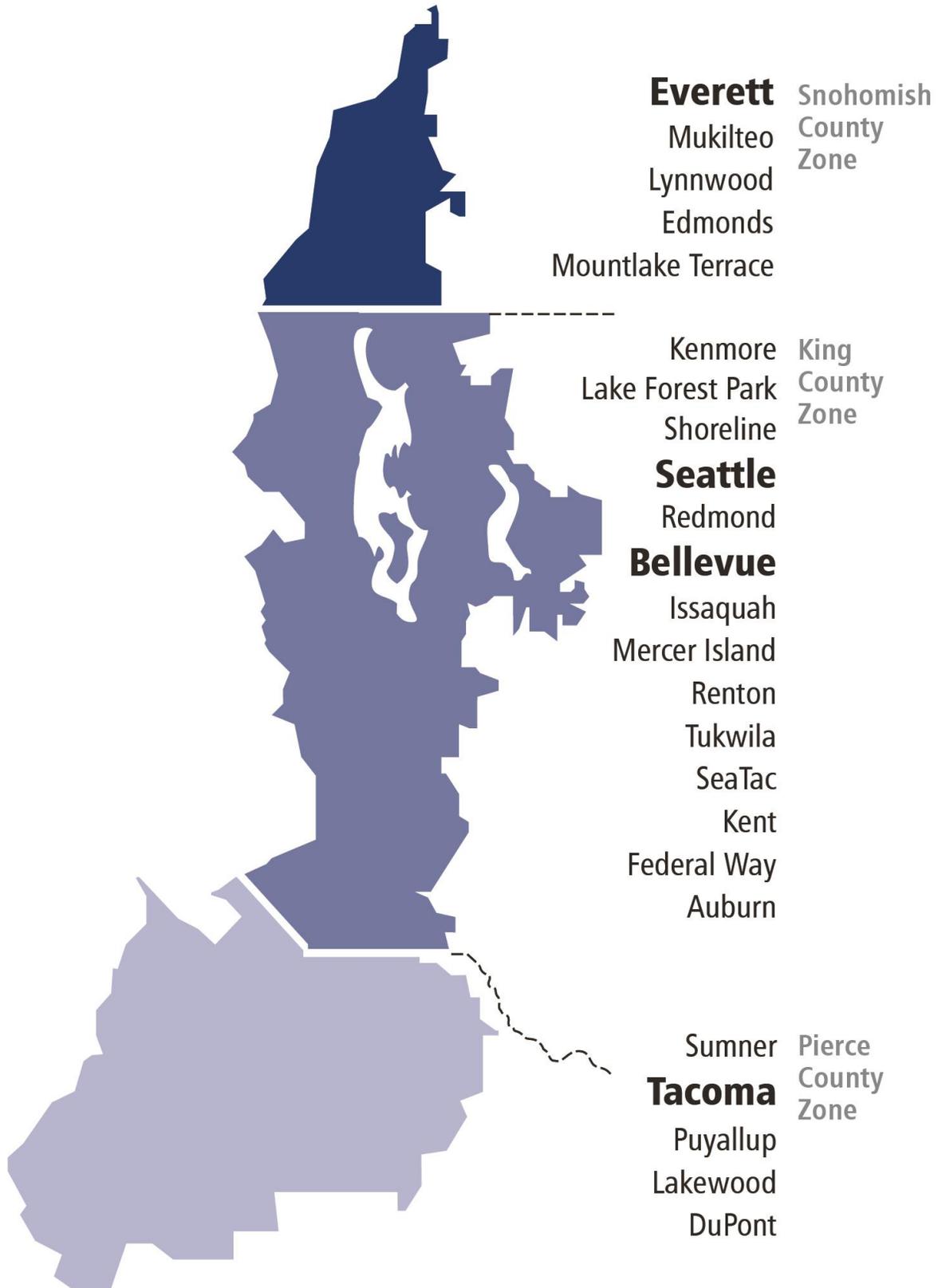
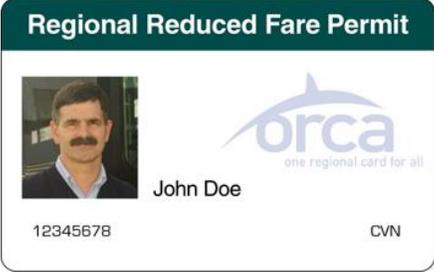
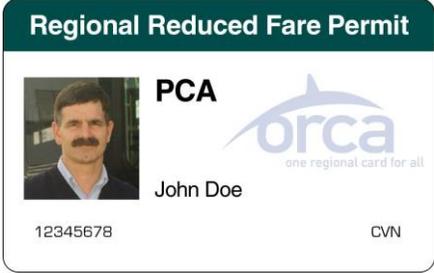


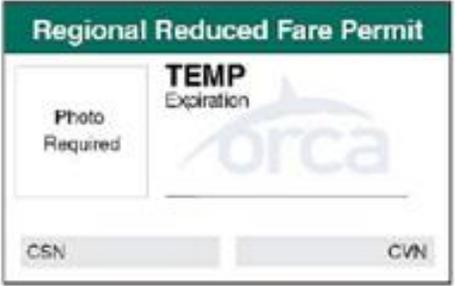
Exhibit B
Regional Reduced Fare Permits (RRFP)
ORCA cards: Senior, Disabled, Temporary and
Personal Care Assistant

RRFP cards function as ORCA cards and permits allowing for reduced cash fare payment (minimum of 50% discount.)

Forms and criteria for eligibility can be obtained at:

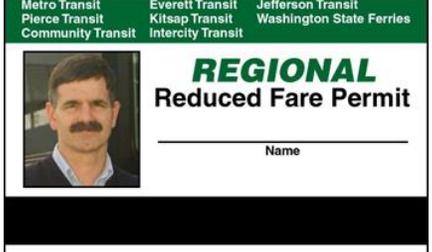
<http://www.soundtransit.org/Fares-and-Passes/Types-of-fares/Regional-Reduced-Fare-Permit>

	<p>RRFP ORCA Card - Disabled Riders under 65, (Plastic with RFID chip) If used as an ORCA card can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>To obtain this card the rider must visit a customer service center to verify eligibility.</p>
	<p>RRFP ORCA Card - Personal Care Attendant (w/PCA text) One card with "PCA" on card is used for the both disabled person and their personal care attendant:</p> <ul style="list-style-type: none"> • The disabled rider must have a pass or e-purse value on card, or ticket <p>The personal care attendant (PCA) can ride for free with fare-paying card holder. The PCA must get on and off with the reduced-fare passenger. To obtain this card the rider must visit a customer service center to verify eligibility.</p>
	<p>Senior RRFP Available to those 65+ riders. Can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>Senior RRFPs can be obtained either in person or by mail. Pictures are not required for the Senior RRFP.</p>

	<p>Temporary RRF For these temporarily disabled. Note expiration date. Can be loaded with:</p> <ul style="list-style-type: none"> • pass or • e-purse <p>To obtain this card the rider must visit a customer service center to verify eligibility.</p>
-----------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Non-ORCA RRF Cards

Senior or Disabled permit, and Legacy/Older RRF Permits

	<p>Senior or Disabled – permit only These will be a valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. Not valid as fare.</p>
	<p>Older Non-ORCA Sr or Disabled permit These will be valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. All passes have expired. Not valid as fare.</p>

Additional media accepted by PT, CT, KCM operated ST Express, see Attachments 1- 3

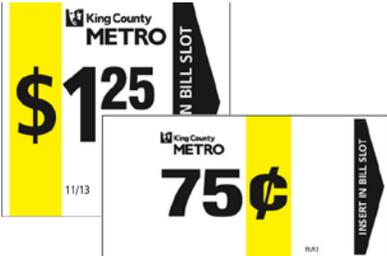
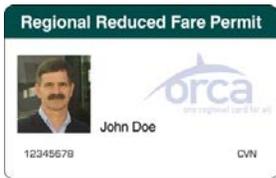
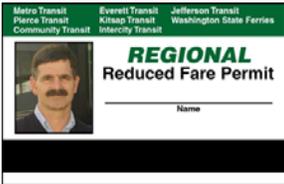
ST Express Bus Fare Media

Pierce Transit 

Pierce Transit operated ST Express buses - Following fare media accepted on ST Express buses operated by Pierce Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment.

Pierce Transit operated ST routes: 560, 566/567, 574, 577/578, 586, 590, 592, 593/594, and 595/596

Acceptable fare media:

			
<p>Cash Insert at farebox</p>	<p>ORCA Tap at card reader</p>	<p>*EdPass/ ORCA card See notes - Tap at card reader</p>	<p>KCM Juror Tkt (farebox) (Rt 560,566/567, 577/578 only)</p>
			
<p>KCM COMBO ID & ORCA Cards Tap at card reader</p>		<p>back</p>	<p>KCM Tkt (Rt 560, 566/567, 577/578 only) Insert at farebox</p>
			
<p>ST All Service Pass Paper flash pass</p>	<p>ST Express Bus One Way Tkt Insert at farebox</p>		<p>ST Express Day Pass Paper Flash pass</p>
			
<p>RRFP permit & ORCA card Disabled, Sr, PCA, Temp Tap card or show as permit No Photo Req'd for 65+, Srs</p>	<p>Non-ORCA RRF Permit- Not valid fare Show as permit</p>		<p>Older RRF Permit All pass stickers expired Not valid fare Show as permit</p>

Not accepted: Transfers from any agency, or tickets from ET or CT

Revised 1/2014 update janine sawyer

Please NOTE:

- An Access pass is available only on an ORCA card.
- *The [EdPass/ORCA](#) functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

ST Express Bus Fare Media



King County Metro

King County Metro operated ST Express buses - Following are fare media accepted on ST Express buses operated by King County Metro. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). As of 6/11, Medicare cards no longer accepted as proof for reduced fare payment.

King County Metro operated ST Express routes: 522, 540, 542, 545, 550, 554, 555, 556

Acceptable fare media:



Cash
Insert at farebox



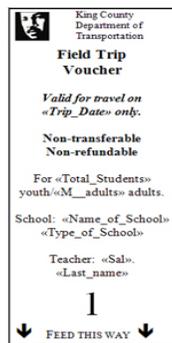
KCM Ride Free Ticket
Insert at farebox (yellow=foil)



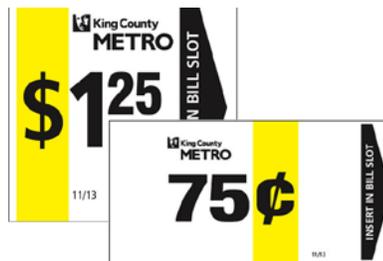
KCM ID & ORCA Cards
Tap at card reader



King County Juror Ticket(s)
Insert at farebox



Group Field Trip
Insert at farebox



KCM Tickets
Insert at farebox (yellow=foil)



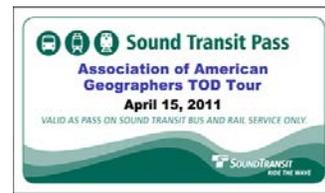
ST Express Day Pass
Paper Flash pass



EdPass for Edmonds CC
Same as ORCA Card: Tap at card reader



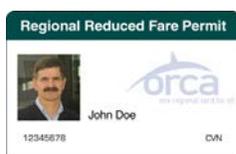
ST Express Free Ride Tkt
Insert at farebox



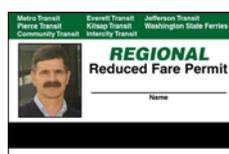
ST All Service Pass
Paper Flash pass



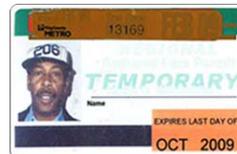
ORCA CardRRFP & ORCA Card
Tap at card reader



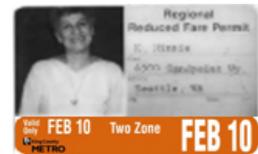
Disabled, Sr, PCA, Temp
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRFP Permit- Not valid fare**



***Non-ORCA Temp RRFP Sticker= expiration date**



***Legacy RRFP Permit All pass stickers expired**

*Above cards are not valid fare – Show as permit only

Not accepted: Transfers from any agency or Tickets from ET or CT

Revised 1/2014 jsawyer

Please note:

- The [EdPass/ORCA](#) functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

ST Express Bus Fare Media



Community Transit

Community Transit operated ST Express buses - Following are fare media accepted on ST Express buses operated by Community Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment. As of 9/29/12, the Ride Free Area will end.

Community Transit operated routes: 510, 511, 512, 513, 532, 535.

Acceptable fare media:



Cash
Insert at farebox



ORCA
Tap at card reader



ST All Service Pass
Paper Flash Pass



ST Express Day Pass
Paper Flash Pass



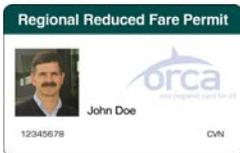
CT TKTS (multi-color)
Insert at farebox



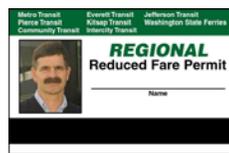
CT Human Services TKT
Insert at farebox



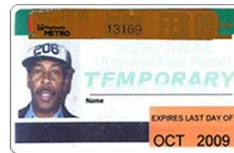
ST Express Free Ride Tkt
Insert at farebox



RRFP & ORCA Card Disabled, Senior Temp or PCA
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRFP Permit- Not valid fare**



***Legacy Non-ORCA RRFP Sticker= expiration date**



***Legacy Non-ORCA RRFP All pass stickers expired**

*Above cards are not valid fare - permit only



KCM ID & ORCA Cards
Paper Flash pass

Not accepted: Transfers from any agency, or Tickets from ET or PT

Revised 1/2014 janine sawyer

- An Access pass is now available only on an ORCA card.
- The EdPass/ORCA* functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

Exhibit K: Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage (SAMPLE ONLY)

Service Change Information

- Pierce Transit installs and maintains (at each service change, and as needed) changeable **bus** information, and Sound Transit-produced “welcome” posters and system maps in ST information Display Cabinets in Pierce County in accordance with ST signage design standards. See location-specific details in chart below.
- Sound Transit provides, at each service change and as needed, ready to install changeable information for ST information Display Cabinets to include area maps, system maps, where applicable, in accordance with ST signage design standards.
- Sound Transit produces and installs its Direct Mount, adhesive information displays, regardless of content (maps, schedules, etc) on its Direct Mount Panels.
- Sound Transit produces and installs Tacoma Link and Sounder signage.

KCM installs and maintains over 4,000 schedules that are refreshed three times a year (February, June & September), including schedules for Sound Transit, Community Transit, Pierce Transit and Sound Transit.

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Ash Way Park and Ride										
Auburn P&R		566		KCM schedules, KCM large posters	KCM	KCM	KCM			KCM creates, designs & prints schedules of 566 service. Dims: 2.5" x 21" .
Auburn Sounder Station	497	566, 578		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedules of 497 & 566 service. Dims: 2.5" x 21". KCM creates & posts large posters. Dims : 17" x 44"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Bellevue Transit Center		566		KM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" and 17x44 . KCM posts.
Bonney Lake P&R		596		PT	PT	ST	ST	ST	PT	Per ST/PT Task Order 25: PT creates, designs, prints & posts ST schedules. ST provides area map and welcome posters. Dims: 17"x 44.5"
Burien Transit Center		560		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs, prints & posts schedules for 560 service. Dims: 2.5"x21" and 5.5"x35".
Canyon Park Ped Bridge		532 535		ST	ST	ST	ST	ST	ST	
Canyon Park Park and Ride										
Commerce	2, 11, 16, 41, 42, 45, 48, 57, 102, 400, 500, 501	590, 594	603, 605, 612	PT	PT	PT	PT			PT creates, designs, prints & posts PT, IT & ST schedules. Dims: 17" x 44" Locations: Zones D, G, H, J.
DuPont Station & P&R		592		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts ST schedules. ST provides area & welcome posters. Dims: 17" x 44"
Eastmont	ET - 29	513		CT	CT	CT	CT	CT	CT	

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Federal Way TC	402, 500, 501	574, 577, 578		PT	KCM	KCM	KCM	KCM	KCM	PT creates, designs, prints & posts PT mid-sized schedule that includes ST 574. Dims: 8.5" x 21". KCM prints and posts mid size & large format schedule posters for KCM & ST Routes 577 & 578. Dims: 17" x 44"
International Blvd & S 188 th St		560, 574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor, except for Rt 560. Various sizes. KCM posts. Dims: 2.5" x 21" and 5.5" x 35" KCM designs, prints & posts 560 schedules.
Kennydale Frwy Stations		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5"x21".
Kent Des Moines Fwy Stations		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. Dims: 8.5" x 21"
Kent Sounder Station		566		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" & 17"x44". KCM posts.
Kimball P&R	100, 102	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims" 17" x 44". (Yellow bus stop flags only here)
Lakewood Sounder Station	51, 300, 475	592, 594	603, 605, 612, 620	PT	PT	ST	PT/ST	ST	PT	PT creates, designs, prints & posts PT & ST schedules. ST provides additional area map & welcome posters. Dims: 17" x 44"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Lakewood TC	2, 3, 48, 51, 202, 204, 206, 212, 214	574		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims: 17" x 44" (Yellow bus stop flags only here)
Montlake Freeway Station										
Mountlake Terrace										
Lynnwood Transit Center	CT – 112, 113, 115, 110, 120, 130, 201, 202, 402, 417, 421, 422, 425, 810, 821, 855	511, 512, 535		ST	CT	ST	CT	CT	CT	
Newport Hills P&R & Freeway Station		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5"x21".
Overlake TC & NE 40 th Freeway Stations		566, 567		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" . KCM creates & posts large format posters.
Pacific Ave stops between 9 th & 24 th in Downtown Tacoma	1, 3, 13, 14, 41, 42, 48, 53, 102, 400, 500, 501	590, 594	603, 605, 612	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts PT , IT, & ST schedules along this corridor, . Dims: 17" x 33"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Purdy P&R	100, 102	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims" 8.5" 14"
Puyallup Sounder Station	400, 402, 409, 495, 503	578		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts PT & ST bus schedules . ST provides additional area map & welcome posters. Dims: 17" x 44"
Renton Transit Center and Park Ave in Renton		566		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" and 5.5"x35" . KCM posts.
Sea-Tac Link Station on Hwy 99		574		PT	KCM	ST	ST			PT and KCM creates, designs & prints mid-size layout. Dims: 8.5" x 21" . KCM posts.
Sea-Tac Airport		574		PT	KCM	KCM	KCM			PT creates, designs & prints 2 sizes of ST schedules along this corridor. KCM posts. Dims: 2.5" x 21" and 5.5" x 35"
Seattle 4th Ave Bus Stops Northbound		577, 578, 590, 592, 594, 595		KCM	KCM	KCM	KCM			KCM produces and installs 5.5"X35" schedules
Seattle 2nd Ave Bus Stops & Southbound SODO Bus Way		590, 592, 594, 595		PT/KCM	KCM	KCM				PT creates, designs, prepares pdf files of ST service for 2nd Ave kiosks. Dims: 5.5" x 35". PT prints ST schedule for Bus Way stop. Dims: 2.5" x 21" KCM posts.
South Everett Freeway Station	ET - 29	510, 512, 532		ST	ST	ST	ST	ST	ST	

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
South Hill P&R	400, 495			PT	PT	ST	ST			PT creates, designs, prints & posts schedules. ST provides area map & welcome posters. Dims: 17" x 44"
South Tacoma Sounder Station	475			ST	ST	ST	ST	ST	N/A	ST produces Sounder signage. For Rt 475, PT creates, designs, prints & posts the on-street 8.5"x14" schedule.
Star Lake Fwy Stations		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. Dims: 8.5" x 21"
Sumner Sounder Station		578, 596		PT	PT	ST	PT	ST	PT	PT creates, designs, prints & posts ST bus schedules. ST provides additional area map & welcome posters. Dims: 17" x 44"
Tacoma Dome Station	1, 13, 14, 41, 102, 400, 490, 500, 501	574, 586, 590, 594	603, 605, 612	PT/IT	PT	ST	ST			PT creates, designs, prints & posts schedules that include PT, IT & ST service. ST provides additional area map & welcome posters. Various sizes.
Tacoma Mall Transit Center	3, 52, 53, 54, 55, 56, 57, 300		620	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts schedules that include PT & IT service.
TCC Transit Center	1, 2, 10, 16, 28, 52, 53, 100	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims: 17" x 44"
UW Seattle Stops		586		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules for 586 corridor in UW district. KCM posts. Dims: 5.5" x 35"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
512 P&R	204, 300	574, 592, 594	603, 605, 612, 620	PT/IT	PT	PT	PT			IT provides Olympia Express schedule & map files. PT creates, designs, prints & posts schedules that include PT, IT & ST service. Dims: 17" x 44"
Canyon Park Bay #3		532, 535		ST	ST	ST	ST	ST	ST	
Edmonds Transit Center		N/A		ST	CT	CT	CT	CT	CT	
Contacts:										
Sound Transit (ST)	Toni DeSantis			toni.desantis@soundtransit.org						
	Michael Miller			michael.miller@soundtransit.org						
King County Metro (KCM)	Terri DiMartino			terri.dimartino@kingcounty.gov 206-477-6090						Oversees KCM Schedule Holder Program including single, midsize and RapidRide stops schedule information, holiday, fares, Ride Right, Night Stop and Customer Service phone numbers and Web site address.
	Michael Blondin			michael.blondin@kingcounty.gov 206-477-6088						Oversees KCM Information Sign Program, inside stop at SeaTac Airport, downtown Seattle bus stops and bus stop panel signage. Coordinates w/ ST/PT/CT on producing and installing ST schedules for ST facilities in King Co.
	Dave Korthals			david.korthals@kingcounty.gov 206-477-5776						KCM South District Facility Planner. Oversees information

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
										on bus stop flags, locations of bus stops and facility issues.
Intercity Transit (IT)	Donna Feliciano		dfeliciano@intercity.com							
Pierce Transit (PT)	Ozzie Rico		orico@piercetransit.org							
	Ben Han		bhan@piercetransit.org							
	Barb Hiatt (ST Liaison)		bhiatt@piercetransit.org							
Community Transit (CT)	Tony Smith		Tony.smith@commtrans.org							

Note: When ST has large ride guide posters ready, Toni DeSantis lets Barb Hiatt know. Barb then arranges for the Seattle Sup to pick up and deliver to Ozzie Rico in PT Marketing. Ozzie arranges postings with PT Facilities department.

sign styles

Single 2.5" x 21"

Mid 8.5" x 21"

Information Sign Schedules:

5.5" x 35"

H Sign 17"x 44"

Exhibit L: Good Neighbor Policy

Background

This paper describes an approach to funding the ongoing costs of facilities. Ongoing facility costs have been defined as:

- Daily, routine operating and maintenance costs (trash, cleaning shelters);
- Mid-life costs (e.g. pavement sealing, roof coating), and;
- Major asset replacement (rebuilding transit center at end of useful life).

The policy was finalized for acceptance by the Transit Integration Group on September 21, 2000.

Guiding Principles

Guiding principles have included developing an approach that is:

- Fair,
- Consistent with Sound Move's assumption that SM funding is meant to be additive and not a mechanism for spreading existing costs,
- Simple and does not require significant staff time to track and monitor resulting agreements.

Park-and-Rides, Hubs, Transit Centers

Since ST will be using facilities owned and maintained by others, and vice versa, the proposal is to extend the "good neighbor" policy that is currently in effect among the region's transit agencies. Simply stated, each agency covers the facilities costs (daily O&M, mid-life costs, asset replacement) of its facilities even though others may use the facilities.

Souder and Link Stations

Both bus and rail agencies will use these stations. ST will fund most construction costs of bus facilities associated with rail stations. If others request driver comfort stations funding will be provided by the requesting agency. If public restrooms are requested at an ST facility, ST Board policy calls for all agencies and/or jurisdictions using the facility to share both construction costs and ongoing O&M costs. Souder and Link will pay the facilities cost (daily O&M, mid-life costs, and major asset replacement) of the rail facilities we own. ST and the transit agencies will negotiate cost sharing arrangements at these facilities when necessary and appropriate.

Major multi-modal Stations (Tacoma Dome and Everett)

These facilities will be used by multiple agencies. ST assumes that all agencies using these facilities will agree to share in the proportional costs (daily O&M, mid-life costs, and major asset replacement) of the transit portion of these facilities.

Replacement/Expansion Facilities

If Sound Transit funds the replacement or expansion of an existing transit agency facility, ST assumes that it will contribute capital costs and the transit agency will cover ongoing facility costs at the previous level. ST will cover additional ongoing facility costs above those currently being paid. The appropriate parties will develop a capital investment plan outlining opportunities for reinvestment of surplus property. In cases of replacement, the transit agency will consult with ST when developing its plan for reinvestment of surplus property.

Bus maintenance facilities/Operating Bases

As ST Regional Express buses will be using these facilities, daily O&M costs will be included in the cost per hour in the service agreement. Some of the mid-life costs and asset replacement will be shared proportionately. ST will be treating this as a capital expense and will fund this from Regional Bus maintenance facility funds.

Exhibit M: Insurance & Risk Management Program

1.0 Liability Insurance Coverage

- A. The County will maintain a fully-funded self-insurance program as defined in King County Code 2.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The County will maintain, through its self-insurance program or an alternative risk of loss financing program, coverage for its liability exposure, including indemnity obligations to Sound Transit, with regard to the County's acts and omissions in its performance under this Agreement. The County will provide Sound Transit with a letter of self-insurance confirming that the County maintains a self-insurance program as adequate proof of liability coverage and provide Sound Transit with at least 30 days prior written notice of any material change in the County's self-insurance or alternative risk of loss financing program.
- B. Sound Transit further acknowledges that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add Sound Transit as an additional insured.
- C. If the County elects to terminate its self-insured status and/or secure commercial liability coverage for this activity, the County will promptly notify Sound Transit and provide a certificate of insurance evidencing such coverage. The County's policy shall name Sound Transit as an "additional insured," and the County's policy shall be primary and non-contributory to any coverage maintained by Sound Transit. The County will waive all rights of subrogation against Sound Transit for all claims by third parties arising under this Agreement and covered by the commercial liability coverage secured for this activity.
- D. Coverage, if obtained by the County in accordance with this section, shall not be deemed as limiting the County's liability.
- E. The cost of including the County's activities under this Agreement in its self-funded program or alternative risk of loss finance program shall be included in the calculation of the service rates and shall be subject to reconciliation adjustment as part of the Annual Review.

2.0 Property Insurance Coverage

- A. The County shall include the buses and equipment provided by Sound Transit and designate Sound Transit as a loss payee in any property damage insurance coverage that the County maintains for its vehicles and equipment.
- B. The cost of obtaining such coverage and the uninsured costs to the County of repairing vehicles and equipment used in the performance of the County's activities under this Agreement shall be included in the calculation of the service rates and shall be subject to reconciliation

adjustment as part of the Annual Review.

- C. In the event a Sound Transit vehicle is so damaged that Sound Transit determines to replace it rather than have the County repair it per Section 8.3.3, such replacement vehicle shall be procured by Sound Transit at Sound Transit's expense. However, any insurance recovery received by the County for the damaged vehicle shall be transmitted to Sound Transit.

EXHIBIT N1**What is an ESMS?**

An ESMS is a management program to assess and improve environmental compliance and performance. It requires that we identify and control environmental risks and that we set objectives and targets for improvement. It is based on the concept of Plan, Do, Check, Act. An ESMS also integrates environmental and sustainability ethics into business operations and identifies environmental stewardship as a responsibility of all employees. Sound Transit's Environmental Policy, the foundation of the ESMS, was adopted by the Sound Transit Board in April 2004.

Benefits of an ESMS

- Reducing environmental impacts and mitigating environmental risk
- Managing environmental obligations more effectively
- Reducing costs over time
- Enhancing credibility with regulatory agencies and the public
- Helping the agency to integrate sustainability and continuously improve

Sound Transit Environmental Policy

Sound Transit is committed to the protection of the environment for present and future generations as we provide high capacity transit to the Puget Sound Region. Sound Transit has been a catalyst and model for engaging federal and state partners to resolve environmental issues that apply to our program. We will continue to be an environmental leader in the State of Washington through the integration of the following principles into our daily business practices:

- *We will be in full compliance with all environmental laws and regulations. We will strive to exceed compliance by the continual improvement of our environmental performance through cost-effective innovation and self-assessment.*
- *We will restore the environment by providing mitigation and corrective action, and will monitor to ensure that environmental commitments are implemented. We will improve our ability to manage and account for environmental risk.*
- *We will avoid environmental degradation by minimizing releases to air, water, and land. We will prevent pollution and conserve resources by reducing waste, reusing materials, recycling, and preferentially purchasing materials with recycled content.*
- *We will increase the awareness of environmental issues among agency employees through education and training. We will continue to educate the public about the environmental benefits of our transit system. We will build relationships with our contractors, vendors, consultants, and transit partners during planning, design, construction, and operation to protect and enhance the environment.*
- *In order to implement this Policy, Sound Transit will establish and maintain an Environmental Management System (EMS) with environmental objectives and targets that are measurable, meaningful and understandable. The goals and progress of this Policy and the EMS will be communicated to agency board members, officers, employees and the public.*

Sound Transit Sustainability Initiative

Sustainability means having adequate resources to meet the needs of the present generation without compromising the needs of future generations. A sustainable system is one that considers the effects of actions on economic, social and environmental resources - and seeks to stabilize and strengthen all three.

Sound Transit's Environmental Policy is also about sustainability: it asks that the Sound Transit Board and employees protect the environment for both present and future generations; that we prevent pollution; that we seek to continually improve our environmental performance; and that we educate our employees, operating partners and contractors about environmental protection and the benefits of transit to human health and the environment.

Sound Transit's commitment to sustainability is formally recognized in three ways:

Sound Transit Board Resolution 2007-12

Authorizes the establishment of a Sustainability Initiative

- Integrates sustainable business practices and strategies throughout the organization including planning, designing, constructing, and operating existing and new transit systems and facilities
- Requires objectives and targets to be established and updated as part of the ESMS
- Requires periodic reports to be provided to the Board on progress

Executive Order No. 1

Establishes the Sustainability Initiative

Directs staff to establish measurable targets and track progress within the following topic areas:

- Petroleum Conservation and Renewable Fuel and Energy
- Energy Efficiency
- Greenhouse Gas Emissions
- Water Conservation
- Toxics Reduction
- Ecosystem Mitigation
- Procurement
- Pollution Prevention, Re-Use and Recycling
- Building and Facility Performance (Green Design/Green Building)
- Land Use

ESMS & STAR

Setting objectives, targets, and action plans

Every year, the ESMS Steering Committee will work with every Sound Transit department to identify steps – or targets – that will move the agency further toward meeting its goal to integrate sustainable practices throughout the organization. Progress on targets will be tracked and reported through the ESMS as well as through department scorecards established through the agency performance management system, STAR.

SOUND TRANSIT

EXECUTIVE ORDER No. 1

ESTABLISHING A SUSTAINABILITY INITIATIVE FOR SOUND TRANSIT

Background

In 2004, Sound Transit adopted an Environmental Policy and was among the first wave of transit agencies to develop and implement an Environmental Management System (EMS). Public transit, which is Sound Transit's core mission, helps protect the environment by providing alternatives to automobile travel, by helping to reduce the number of vehicle miles traveled, and by encouraging compact, urban development at regional centers consistent with the Washington Growth Management Act.

Sound Transit is proud of its environmental record yet strives for continual improvement, especially in light of the challenge presented by diminishing natural resources and the impact of global warming. The concept of sustainability means maintaining adequate habitat and resources to meet the needs of the present generation without compromising the future and involves a healthy environment, economy, and society. By promoting energy efficiency, minimizing waste, and seeking more efficient alternatives to existing practices, sustainability programs often lead to cost savings over time.

The international community, the federal government, the State of Washington, and many of the jurisdictions that comprise the Sound Transit district have adopted initiatives related to sustainability and global warming. The Sound Transit Board contains members who are local and national leaders with regard to these issues.

Sound Transit has taken steps to address sustainability. This Executive Order will re-enforce the Agency's environmental commitment and responsibility and will set the framework for a more ambitious, comprehensive approach for addressing sustainability throughout the Agency.

Order

By the authority vested in me as Chief Executive Officer of the Central Puget Sound Regional Transit Authority (Sound Transit) pursuant to Resolution 78-1 (Establishing Delegated Authority) and with reference to Resolution No. R2004-06 (Adopting Sound Transit Environmental Policy) and R2007-12 (Establishing Sound Transit Sustainability Initiative), it is hereby ordered as follows:

Section 1: Sustainable business practices and strategies will be integrated throughout the Sound Transit organization, including planning, designing, constructing, and operating existing and new transit systems and facilities. These will collectively constitute Sound Transit's Sustainability Initiative.

Section 2: Staff is directed to implement the following measures to the maximum extent practicable:

Petroleum Conservation and Renewable Fuel and Energy

- Purchase vehicles that reduce dependency on fossil fuels
- Reduce fuel consumption through measures such as (1) operating vehicles more efficiently; and (2) encouraging carpooling and use of public transit or other modes when traveling to meetings, events, and job sites
- Use alternative fuels
- Work with energy providers to maximize the percentage of renewable energy purchased

Energy Efficiency

- Implement energy conservation strategies at Agency buildings and facilities through measures such as (1) conducting audits; (2) monitoring utility usage; (3) assessing heating, ventilation, air conditioning (HVAC) and lighting controls; (4) maximizing use of energy-efficient lighting; and (5) enabling energy-efficient features on electronic equipment such as Agency computers, monitors, televisions, and appliances

Greenhouse Gas Emissions

- Explore ways to reduce greenhouse gas emissions through measures such as (1) assessing emissions during project environmental reviews based on accepted methodologies and identifying ways to reduce any adverse impacts through reasonable and appropriate project mitigation; and (2) implementing other measures contained in this Executive Order

Water Conservation

- Implement water conservation strategies at Agency buildings and facilities through measures such as (1) conducting audits; (2) monitoring usage; and (3) reducing consumption

Toxics Reduction

- Reduce toxic and hazardous chemicals acquired, used, or disposed by the Agency through measures such as (1) conducting audits; (2) requiring contractors to minimize use of pesticides and other toxics when maintaining landscaping and rights-of-way; and (3) using environmentally sound practices with respect to disposition of Agency electronic equipment that has reached the end of its useful life

Ecosystem Mitigation

- Avoid impacts to environmentally sensitive resources and provide adequate mitigation to ensure there is no net loss of ecosystem function and acreage as a result of Agency projects

Procurement

- Purchase environmentally friendly, sustainable materials and products, such as those that are bio-based, energy-efficient, water-efficient, and which contain recycled-content

Pollution Prevention, Re-Use, and Recycling

- Prevent waste in all Agency administrative offices through measures such as (1) using duplex copying and printing as the Agency default standard and deviating only when there is a compelling business justification; (2) printing out email and other documents only when necessary; (3) exploring options for reviewing and approving documents electronically; (4) turning off lights and computers when not in use; (5) minimizing paper use in kitchen and restroom areas; and (6) using durable products and otherwise minimizing waste when hosting Agency meetings
- Re-use office supplies and other materials in all Agency administrative offices
- Maximize recycling efforts in all Agency buildings and facilities
- Encourage contractors to prevent waste, re-use and re-cycle materials and debris, and purchase products and materials with recycled content

Building and Facility Performance (Green Design/Green Building)

- Incorporate sustainable design features in Agency buildings and facilities through measures such as (1) revising Agency design guidelines, taking into account Leadership in Energy and Environmental Design (LEED) standards or similar programs; (2) ensuring that construction and operations staff are consulted in the design phase of project development; (3) using low-impact development (LID) techniques, such as rain gardens and pervious pavement; and (4) using landscaping that minimizes use of water and pesticides

Land Use

- Explore opportunities to further incorporate transit-oriented development (TOD) and other sustainable economic development around stations to foster compact urban communities

Section 3: In order to implement this Executive Order and provide for continual improvement, I further direct as follows:

- Executive Directors and senior management will have responsibility for assuring implementation of this Executive Order
- Staff should implement this Executive Order expeditiously. Measurable targets reflecting steps and timeframes for implementation shall be developed and incorporated into the Agency's Environmental Management System (EMS) and the Agency's performance management system and reviewed and updated periodically
- Agency staff should be trained as necessary so that they understand the importance of this Executive Order and how to implement it

- Implementation of sustainability measures shall be considered at each phase of the project delivery as part of existing Agency project control systems (phase gate process)
- The importance of sustainability at Sound Transit shall be clearly communicated to contractors and agency partners, and incentives and/or requirements should be developed for them to carry a similar initiative into their operations, services, and fleets when doing business with Sound Transit or implementing Sound Transit projects
- Staff shall collaborate and develop partnerships with agencies, businesses, and other organizations to promote sustainability and solutions to global climate change and to leverage expertise and resources
- Progress towards implementing this Executive Order shall be assessed through periodic audits conducted as part of the Agency's EMS or other performance management system
- This Executive Order shall be considered a starting point. Additional sustainability measures may be developed as part of the Agency's EMS program consistent with the spirit and intent of this Order and the commitment to continual improvement and other commitments in the Agency's Environmental Policy

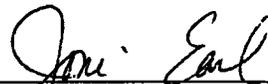
Section 4: For purposes of funding this Executive Order, staff shall strive to implement it within available means and resources. Many of the measures promote conservation and efficiency, which should result in overall Agency cost-savings. To the extent that funding is required to implement a part of this Executive Order, staff shall use their best efforts to:

- Identify necessary funds within the specific program's existing budget
- Work across departments and with the Finance Department to identify appropriate sources of funding within other programs contained in the Agency's existing overall budget
- Work with the Finance Department to assess cost-effectiveness of expenditures by identifying future cost savings
- Include specific funding requests if necessary as part of the annual Agency budget development cycle

Section 5: For purposes of this Executive Order, the following definitions shall apply:

- "Agency partners" refers to agencies and organizations that operate service or implement projects on behalf of Sound Transit
- "Alternative fuel" means a fuel that can be used instead of petroleum-based fuels and includes natural gas (compressed and liquefied), propane (LPG), hydrogen, biomass-derived fuels, alcohol (including ethanol and methanol), alcohol mixtures with gasoline or other fuels, electricity, or any other fuel determined to be substantially not petroleum and yielding substantial energy security and environmental benefits

- “Contractors” refers to the array of individuals and firms that supply goods or services to Sound Transit under contract, including vendors, consultants, and contractors
- “EMS” refers to the Agency’s Environmental Management System, which is a set of processes and procedures designed to document and improve environmental performance, consistent with international management standards
- “Greenhouse gases” means carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride
- “Practicable” means capable of being accomplished within available means and resources or through additional resources that reasonably can be attained
- “Renewable energy” means any energy resource that is naturally regenerated over a short time scale and derived directly from the sun (such as thermal, photochemical, and photoelectric), indirectly from the sun (such as wind, hydropower, and photosynthetic energy stored in biomass), or from other natural movements and mechanisms of the environment (such as geothermal and tidal energy) and does not include energy resources derived from fossil fuels, waste products from fossil sources, or waste products from inorganic sources



Joni Earl
Chief Executive Officer

On this 16th day of July, 2007

Prerequisites:
Scope Exclusions:
Related Task Orders:

Cost: This expense is designated [Capital] [Operating].

Category	Budget
Salaries & Wages	\$0
Materials & Supplies	\$0
Major Components (Rack and APC)	\$0
Taxes	\$0
Purchased Transportation Services	\$0
Total	\$0

Billing Method and Reporting Requirements
 See Section 12: Financial Authorization, Compensation and Payment in the ST Express Bus Service Operations and Maintenance Agreement between King County and Sound Transit 2015. The cost estimate for this work shall not be deemed as a final cost nor a “Not to Exceed” cost. Sound Transit will pay the actual costs to the County for the work required under this agreement as noted above. KCM shall invoice for all work completed to complete the Task Order and will document all relevant expenses for review.

If while performing the work, King County Metro notices that the work will cost **X percent (or \$)** or more than the estimated cost, King County Metro will notify Sound Transit’s Bus Operations Manager as soon as possible. King County Metro must secure Sound Transit’s Bus Operation Manager’s pre-authorization and written approval to proceed with the work.

In the event that the work being authorized under this task order is not completed within the Period of Performance indicated, this task order authorization will automatically be extended until the work is complete unless an expiration date is explicitly stated in the Schedule section and provided no additional funding be required to complete the work. King County Metro will submit an updated cash flow (if needed) and schedule projection.

This Agreement is executed in counterparts, each of which is regarded for all purposes as one original.

The Parties hereto have executed this Task Order.

 King County
 Victor Obeso, Deputy General Manager
 Planning and Customer Services
 Metro Transit Division

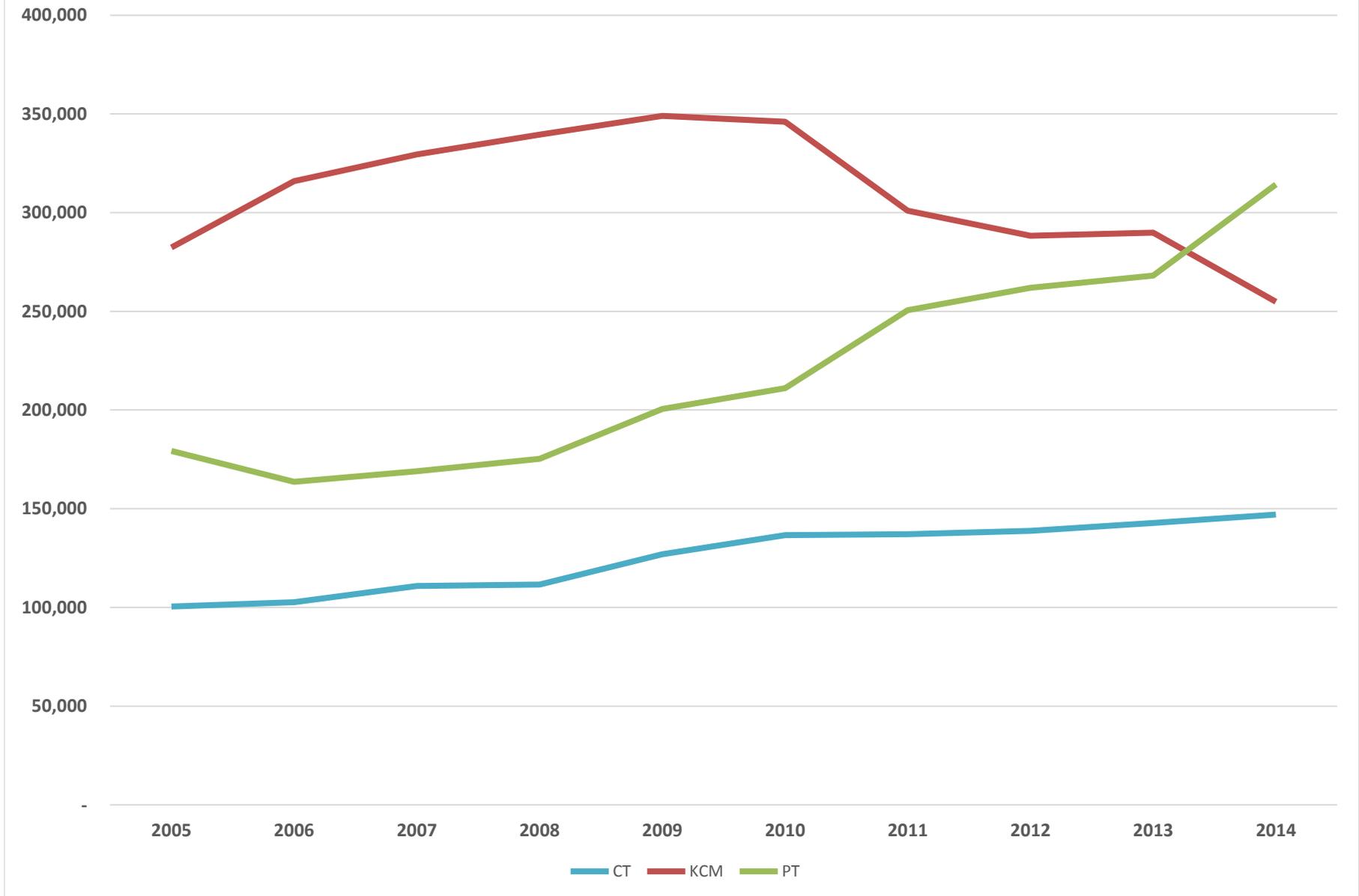
 Date

 Sound Transit
 Michael Perry, Deputy Executive Director
 Transportation and Maintenance

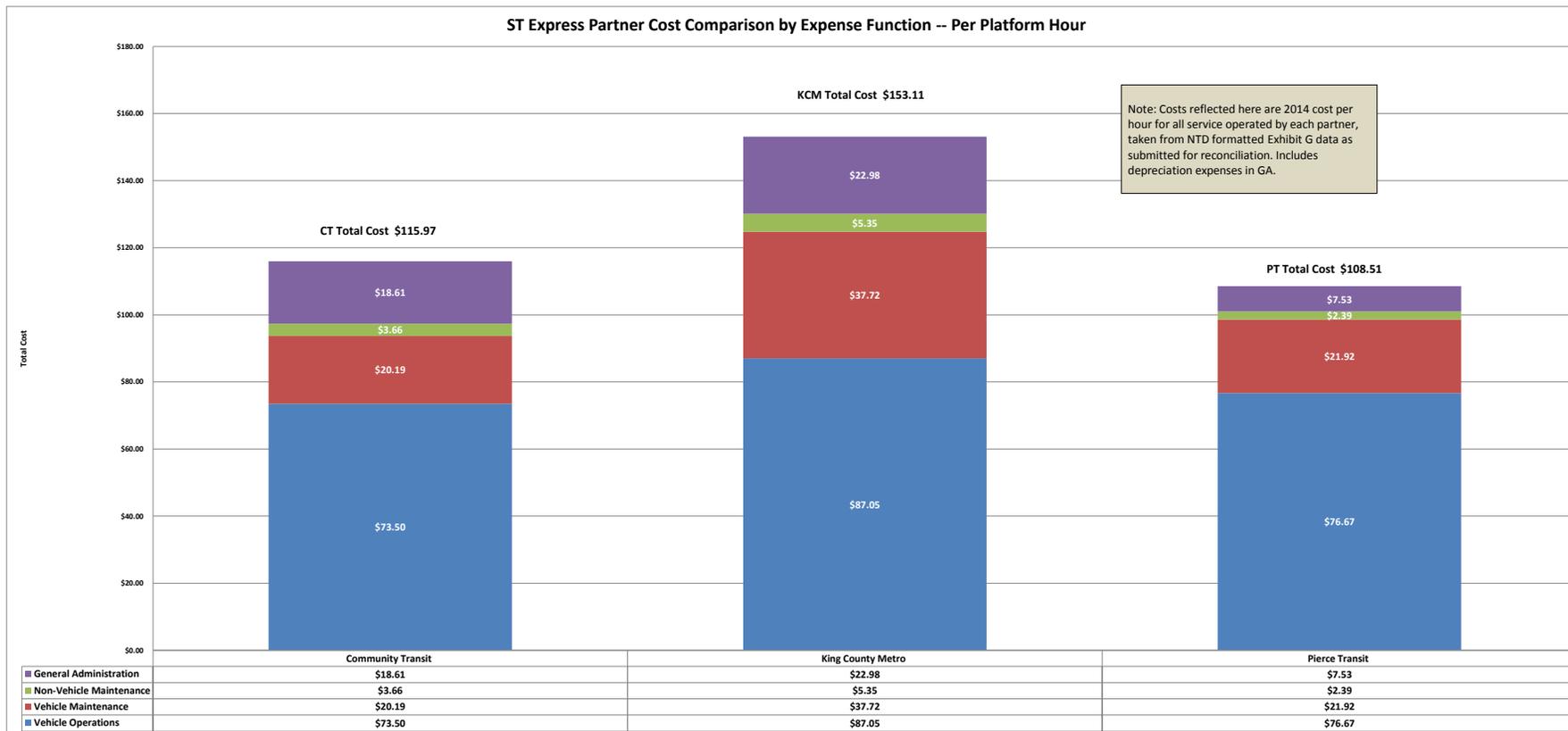
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Historic Hours By Partner



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King County

**Metropolitan King County Council
Transportation, Economy, and Environment Committee**

STAFF REPORT

Agenda Item:	8 & 9	Name:	Nick Wagner
Proposed No.:	2015-0372 2015-0372	Date:	October 20, 2015

SUBJECT

Approval of changes in the 2016 health benefits plan for employees represented by the Amalgamated Transit Union, Local 587 (the ATU Benefits Plan).

SUMMARY

Proposed Ordinances 2015-0372 (Attachment 1) and 2015-0373 (Attachment 2) would approve two memoranda of agreement (MOAs) (Attachments 1-A and 2-A), dated August 24, 2015, between King County and the Amalgamated Transit Union, Local 587 (ATU). Together the MOAs would make changes in the health benefits plan for employees represented by ATU, shifting part of the cost burden to employees so as to increase the balance in the ATU Protected Fund Reserve (PFR). The changes, which are summarized in Attachment 3, are expected to result in a net savings of about \$1,955,000 for 2016. The savings will go to the ATU PFR in the Benefits Fund.

BACKGROUND

King County and ATU are party to a Memorandum of Agreement Regarding Insured Benefits covering the period from January 1, 2014, through December 31, 2016 (the 2014-2016 ATU MOA) (Attachment 4). The agreement was signed by the parties on March 4, 2015, in accordance with an interest arbitration award.

The 2014-2016 ATU MOA provided for the County to establish a Protected Fund Reserve (PFR) of \$10.2 million “solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits, for [bargaining unit] Employees.”¹ (Attachment 4, §2) The MOA further provided that the county's per-employee contribution toward benefit costs (also known as the "flex rate") would be increased by four percent each year and that if benefit costs increased at a rate greater than that, the

¹ A similar agreement between the County and the Joint Labor Management Insurance Committee (JLMIC) created a separate Protected Fund Reserve for the employees covered by that agreement, who include almost all county employees except those represented by ATU or the King County Police Officers Guild.

difference would be made up by drawing down the PFR. If the PFR is projected to fall below \$4 million during the term of the agreement, the ATU MOA provides that “the parties must consider plan changes and may consider other funding options to be implemented by the following January 1.” (Attachment 4, § 11)

In the spring of 2015, at the annual “reconciliation meeting” at which the status of the PFR is assessed jointly by the County and ATU, the County determined that the PFR was projected to fall to about \$1.8 million by the end of 2016. The County and ATU then entered into negotiations to make plan changes to address the projected shortfall in the PFR. They reached an agreement on June 5, 2015, and the agreement was signed by the parties.

Following a change of leadership in ATU, the new leadership felt that the interests of its members would be better served through a different set of changes to the benefit plan. The parties therefore agreed to nullify the June 5, 2015, agreement and entered into the two MOAs that would be approved by Proposed Ordinances 2015-0372 and 2015-0373, which are currently before the committee for consideration.

ANALYSIS

Proposed Ordinance 2015-0372

The MOA that would be approved by Proposed Ordinance 2015-0372 would make the following changes in the ATU Benefits Plan for the year 2016:

1. Benefit Access Fee

The Benefit Access Fee is the fee charged to employees who choose County health coverage for both themselves and their spouses, even though their spouses have coverage available through their employer. The MOA would raise the fee from \$50 per month to \$125 per month for KingCare (Regence) coverage and from \$0 to \$50 per month for SmartCare (Group Health) coverage.² This is expected to produce a savings for 2016 of about \$770,000, which consists of \$570,000 from the fees for KingCare coverage and \$200,000 from the fees for SmartCare coverage. (This is the only change that the MOA would make in the fees for SmartCare coverage.)

2. Annual Deductible for KingCare

The MOA would increase by \$50 the annual deductible per person for KingCare. The annual deductible per family would increase by \$150.³ See Attachment 3 for details.

² Under the JLMIC benefits plan, as modified earlier this year, the benefit access fee for KingCare is \$100 per month, and there is no benefit access fee for SmartCare.

³ Currently, the deductibles under the ATU plan are the same as under the JLMIC plan.

3. Annual Out-of-Pocket Maximum for KingCare

The annual out-of-pocket maximums for medical services⁴ under KingCare are increased as shown in the table below (the amounts listed include the applicable deductibles):

	Gold	Silver	Bronze
In-network			
2016	\$1,350/person \$3,050/family	\$1,850/person \$4,350/family	\$2,350/person \$5,550/family
2015	\$1,100/person \$2,500/family	\$1,600/person \$3,950/family	\$2,000/person \$4,800/family
Out-of-network			
2016	\$2,350/person \$5,050/family	\$2,850/person \$6,350/family	\$3,350/person \$7,550/family
2015	\$1,900/person \$4,100/family	\$2,400/person \$5,400/family	\$2,800/person \$6,400/family

Together the changes in the deductibles and the out-of-pocket maximums are expected to save about \$432,000 for 2016.

4. Changes due to loss of grandfathering

The ACA requires “non-grandfathered” benefit plans to cover certain preventive services at no cost to employees—i.e., without application of deductibles, copayments, or co-insurance. Plans are grandfathered if they existed before a certain date and have not been amended in a manner that increases the cost to individual employees beyond certain thresholds. The changes made by the proposed MOA will cause the ATU benefits plan to lose its grandfathered status.⁵

According to executive staff, the County already covers these services, but in some instances charges copays for them, and the list of ACA-mandated preventive services was recently expanded. The estimated 2016 cost of providing the services at no cost to the ATU bargaining unit was included as an offset to the savings listed in sections 2 and 3.

⁴ This is the maximum amount that an employee is required to pay in a calendar year for covered medical services. Services provided after this amount is reached are covered 100 percent. Currently, the out-of-pocket maximums under the ATU plan are the same as under the JLMIC plan.

⁵ Although the JLMIC benefit plan continues to be grandfathered, an earlier MOA modifying the JLMIC plan nevertheless provides that the plan will cover “preventive services in accordance to the Affordable Care Act (ACA) for non-grandfathered plans, as amended, at no cost to employees, including but not limited to contraceptives.” The Council approved that MOA by Ordinance 18104 on September 8, 2015.

5. Prescriptions

The proposed MOA would make the following changes in pharmacy copays:

	Generic	Brand	Brand Non-Formulary
Retail			
2016	\$8	\$33	\$67
2015	\$7	\$30	\$60
Mail			
2016	\$16	\$66	\$134
2015	\$14	\$60	\$120

The increased copays are expected to save about \$70,000 for 2016.

The MOA would also move the ATU bargaining unit to Express Scripts' National Preferred Formulary for prescription drugs (the same as under the JLMIC benefit plan), which is expected to save about \$450,000 for 2016. The formulary is a schedule of generic and brand name drugs that are covered by the benefit plan, including the copays required for each. The schedule provides incentives for using comparable generic drugs instead of brand name drugs.

In addition, ATU has agreed (as did the JLMIC) to adopt Express Scripts' Advanced Utilization Management, which includes step therapy and prior authorization requirements—e.g., some medications are covered only if a comparable, less expensive medication has been tried and has proven ineffective for a particular individual. This change is expected to save about \$250,000 for 2016.

6. Insurance for Part-Time Transit Operators

The MOA extends eligibility for County-paid life, accidental death and dismemberment, and long term disability insurance to Part-Time Transit Operators, regardless of whether they enroll in King County's health care plans (they previously had been covered only if they were enrolled). This change allows the County to administer these benefits in a consistent manner and was made in order to accommodate requirements of the Washington State Office of the Insurance Commissioner.

7. Stop loss insurance

The parties have agreed to continue exploring the possibility of purchasing stop loss insurance, which could protect the PFR from unanticipated high cost claims, though it is unclear at this point that the potential benefit of such insurance would justify the cost.

Proposed Ordinance 2015-0373

The MOA that would be approved by Proposed Ordinance 2015-0373 provides that palliative care will be added to the ATU benefits plan. A similar change was made in the JLMIC benefits plan by the MOA that the Council approved by Ordinance 18104 on September 8, 2015. This change is expected to increase costs by about \$7,000 for 2016.

FISCAL IMPACT

The fiscal impact of the two proposed MOAs is summarized in the Fiscal Notes for the two ordinances (Attachments 7 and 8) and is projected to be a net savings to the County Benefits Fund of about \$1,955,000. This consists of a savings of about \$1,962,000 resulting from the MOA that Proposed Ordinance 2015-0372 would approve and an increased cost of about \$7,000 resulting from the MOA that Proposed Ordinance 2015-0373 would approve.

The sources of the savings and costs are described above and are summarized below⁶:

	Savings to PFR
Benefit Access Fee increase – KingCare	\$570,000
Benefit Access Fee increase – SmartCare	\$200,000
Increases in Annual Deductibles and Annual Out-of-Pocket Maximums	\$432,000
Change in Prescription Drug Formulary	\$450,000
Advanced Prescription Drug Utilization Management (Step Therapy and Prior Authorization)	\$250,000
Prescription Drug Copay increases	\$70,000
Palliative Care	(\$7,000)

INVITED

1. Robert Railton, Labor Negotiator, King County Office of Labor Relations
2. Kenny McCormick, President/Business Representative, Amalgamated Transit Union, Local 587

⁶ The total of the amounts listed in the table is about \$10,000 higher than the total reflected in the fiscal notes; the table reflects updated information.

ATTACHMENTS

1. Proposed Ordinance 2015-0372
Att. A: MOA
2. Proposed Ordinance 2015-0373
Att. A: MOA
3. Summary of 2016 Plan Design Changes (prepared by executive staff)
4. 2014-2016 ATU MOA, dated March 4, 2015
5. Transmittal letter for PO 2015-0372
6. Transmittal letter for PO 2015-0373
7. Fiscal note for PO 2015-0372
8. Fiscal note for PO 2015-0373



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 13, 2015

Ordinance

Proposed No. 2015-0372.1

Sponsors Dembowski and Phillips

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement regarding benefit plan changes
3 effective January 1, 2016, negotiated by and between King
4 County and Amalgamated Transit Union, Local 587
5 (Transit - Departments: Transportation, Executive Services
6 (Finance and Business Operations Division)) representing
7 employees in the departments of transportation and
8 executive services; and establishing the effective date of
9 said agreement.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The memorandum of agreement regarding benefit plan changes
12 effective January 1, 2016, negotiated by and between King County and Amalgamated
13 Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services
14 (Finance and Business Operations Division)) representing employees in the departments
15 of transportation and executive services, which is Attachment A to this ordinance, is
16 hereby approved and adopted by this reference made a part hereof.

17 SECTION 2. Terms and conditions of said agreement shall be effective from
18 January 1, 2016, through and including December 31, 2016.
19

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement - Amalgamated Transit Union - Local 587

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587 (Union)
AND
KING COUNTY (King County)

Regarding: Benefit plan changes effective January 1, 2016

Background:

1. King County and ATU Local 587 are parties to a Memorandum of Agreement regarding Insured Benefits for the term January 1, 2014 through December 31, 2016 (the "MOA"). This MOA is coded by the King County Office of Labor Relations as document 410U0515. This agreement was executed on March 4, 2015, following an interest arbitration case.

2. The MOA established a protected fund reserve for the bargaining unit of \$10,200,000. The MOA states that if the protected fund reserve is projected to fall below \$4,000,000, the parties must consider plan changes and may consider other funding options to be implemented the following January 1.

3. In the spring of 2015 at the annual reconciliation meeting, King County established that the protected fund reserve was projected to be approximately \$1,800,000 by the end of 2016.

4. The parties entered into negotiations to make plan design changes to address the protected fund reserve per the MOA and reached an agreement on June 5, 2015. That agreement was signed by the prior administration of the Union and was coded by the Office of Labor Relations as MOA 410U2015.

5. The new leadership of the Union felt that the interests of its membership would be better served through a different set of changes to the benefits plan. The parties have agreed to nullify MOA 410U2015 and to enter into this agreement to memorialize the benefit plan changes for 2016.

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6. Part-Time Transit Operators (PTOs) are currently not eligible for life, accidental death and dismemberment, and long term disability plans (collectively known as “LAD plans”) unless they opt into medical coverage. In order to accommodate Washington State Office of the Insurance Commissioner requirements and to administer the LAD benefits in a consistent manner, King County approached the Union about changing the eligibility rules for the LAD plans. The parties have agreed to expand eligibility for LAD plans to all PTOs.

7. This agreement memorializes the benefit plan changes to which the parties have agreed.

Agreement:

1. The following plan design elements shall be adopted for the KingCare plan for ATU’s members, effective January 1, 2016:

A. The annual deductible shall be \$350 individual/\$1050 family for Gold, \$650 individual/\$1950 family for Silver, and \$850 individual/\$2550 family for Bronze.

B. The annual out-of-pocket maximum in-network shall be \$1000 individual/\$2000 family for Gold, \$1200 individual/\$2400 family for Silver, and \$1500 individual/\$3000 family for Bronze. The annual out-of-pocket maximum out-of-network shall be \$2000 individual/\$4000 family for Gold, \$2200 individual/\$4400 family for Silver, and \$2500 individual/\$5000 family for Bronze. The out-of-pocket maximums stated above do not include deductibles.

C. The parties will make the changes required to the plans due to the loss of grandfathering status as required by the Affordable Care Act.

D. The spousal benefit access fee shall be \$125/month for KingCare (Regence). The spousal benefit access fee shall be \$50/month SmartCare (Group Health).

E. ESI’s National Preferred Formulary shall be adopted for prescription medications.

F. ESI’s Advanced Utilization Management (step therapy and prior authorization), with grandfathering, shall be adopted for prescription medications.

G. Pharmacy co-pay changes shall be Retail: \$8 (Generic), \$33 (Formulary

Brand), \$67 (Non-Formulary Brand); Mail Order \$16 (Generic), \$66 (Formulary Brand), \$134 (Non-Formulary Brand).

H. The parties have explored the possibility of purchasing stop loss insurance, which could protect the benefits reserve from unanticipated high cost claims. Working on a timeline that would allow King County to acquire stop loss insurance for 2016, King County will request information from a minimum of three vendors about stop loss insurance and will share that information with the Union to determine if it is in the parties' mutual interest to pursue bids and purchase stop loss insurance.

2. The criteria for Healthy Incentives shall remain unchanged in 2015 (qualifying for benefits levels in 2016).

3. Effective January 1, 2016, all Part-Time Transit Operators will receive basic life, accidental death and dismemberment, and long term disability insurance at King County's expense.

4. The Memorandum of Agreement entitled "Benefit Plan Changes for January 1, 2016" and coded by the Office of Labor Relations as MOA 410U2015 is null and void.

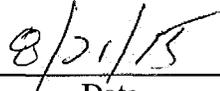
5. The parties have discharged the bargaining obligation that was triggered by the MOA.

6. This agreement expires on December 31, 2016.

For Amalgamated Transit Union, Local 587:



Kenny McCormick
President/Business Agent

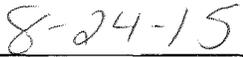


Date

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

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KING COUNTY
Signature Report

ATTACHMENT 2
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 13, 2015

Ordinance

Proposed No. 2015-0373.1

Sponsors Dembowski and Phillips

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement regarding 2016 plan design
3 change for the 2016 benefit year (palliative care offered by
4 KingCare and/or SmartCare) negotiated by and between
5 King County and Amalgamated Transit Union, Local 587
6 (Transit - Departments: Transportation, Executive Services
7 (Finance and Business Operations Division)) representing
8 employees in the departments of transportation and
9 executive services; and establishing the effective date of
10 said agreement.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The memorandum of agreement regarding 2016 plan design change
13 for the 2016 benefit year (palliative care offered by KingCare and/or SmartCare)
14 negotiated by and between King County and Amalgamated Transit Union, Local 587
15 (Transit - Departments: Transportation, Executive Services (Finance and Business
16 Operations Division)) representing employees in the departments of transportation and
17 executive services, which is Attachment A to this ordinance, is hereby approved and
18 adopted by this reference made a part hereof.

19 SECTION 2. Terms and conditions of said agreement shall be effective from
20 January 1, 2016, through and including December 31, 2016.
21

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement Regarding Health Benefits for Benefits-Eligible Employees - Amalgamated Transit Union, Local 587

**MEMORANDUM OF AGREEMENT
Regarding
Health Benefits
For Benefits-Eligible Employees
By and Between King County
and
Amalgamated Transit Union, Local 587**

Subject: 2016 Plan Design Change for the 2016 Benefit Year

WHEREAS, the County and the Union are empowered to negotiate and implement modifications to insured benefits for the benefit eligible employees pursuant to Section 9 of the Memorandum of Agreement 2014 through 2016 (Agreement); and

WHEREAS, on July 9, 2015 the parties agreed to modify the SmartCare benefit plan to be implemented effective January 1, 2016.

NOW THEREFORE, having bargained in good faith, the parties hereby agree to the following benefit plan design changes:

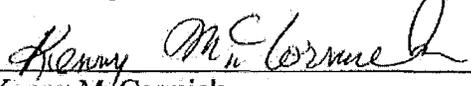
1. Palliative Care Offered by KingCare and/or SmartCare. The parties agree to add palliative care to the insured plan(s).

2. Total Agreement and Severability.

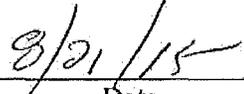
A. Total Agreement. This agreement comprises the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

B. Severability. The provisions of the Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

For Amalgamated Transit Union, Local 587:



Kenny McCormick
President/Business Representative

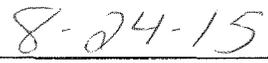


Date

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

15 AUG 21 11 49 29

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**Amalgamated Transit Union, Local 587
2016 Plan Design Change for the 2016 Benefit Year**

Plan Feature	2015			2016 Agreed			Projected Savings
	Gold	Silver	Bronze	Gold	Silver	Bronze	
Monthly Benefit Access Fee							
<i>Benefit Access Fee--KingCare</i>	\$50	\$50	\$50	\$125	\$125	\$125	\$570,000
<i>Benefit Access Fee—Group Health</i>	\$ 0	\$ 0	\$ 0	\$50	\$50	\$50	\$200,000
KingCare Plan Changes							
<i>Annual Deductible</i>							
<i>Individual</i>	\$300	\$600	\$800	\$350	\$650	\$850	
<i>Family</i>	\$900	\$1,800	\$2,400	\$1,500	\$1,950	\$2,550	
<i>Annual OOP Max in Network (Medical)*</i>							\$432,000
<i>Individual</i>	\$800	\$1,000	\$1,200	\$1,000	\$1,200	\$1,500	
<i>Family</i>	\$1,600	\$2,000	\$2,400	\$2,000	\$2,400	\$3,000	

* Annual Out-of-Pocket Maximum does not include deductible.

Prescription Drug	2015	2016 Agrees	Projected Savings				
Rx Programs							
<i>Formulary</i>	Basic	National Preferred	\$150,000 in claims \$300,000 in rebates (\$450,000 total)				
<i>Advanced Utilization Management (Step Therapy and Prior Authorization)* **</i>			\$250,000				
Rx Copay Changes							
<i>Retail (Generic/Brand/Brand Non-Formulary)</i>	\$7	\$30	\$60	\$8	\$33	\$67	
<i>Mail (Generic/Brand/Brand Non-Formulary)</i>	\$14	\$60	\$120	\$16	\$66	\$134	\$70,000

* AUM net savings \$1.20 PMPM program costs. Savings based on ESI projections from April, 2015 utilization meeting.

** Excludes impact of losing grandfathered status.

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KING COUNTY'S ARBITRATION PROPOSAL

PROPOSED MEMORANDUM OF AGREEMENT**Regarding Insured Benefits****January 1, 2014 through December 31, 2016****For Represented Benefits-Eligible Employees****By And Between King County****And****The Amalgamated Transit Union, Local 587**

1. **Scope of Agreement.** This Agreement shall apply to all employees represented by Amalgamated Transit Union, Local 587. All employees that this Agreement applies to shall be referred to as "Employees." Eligibility for benefits is determined by the parties' collective bargaining agreement and associated memoranda of agreement.
2. **Establishment of ATU Protected Fund Reserve.** There is hereby established an ATU Protected Fund Reserve ("PFR"). The PFR is established and maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits, for Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose, unless mutually agreed to by parties of this Agreement. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely for the benefit of Employees.
3. **Employer Funding of the Protected Fund Reserve.** No later than January 1, 2014, the County will provide funding for the PFR. The funding shall be ten million and two hundred thousand dollars (\$10,200,000).
4. **Employer Contributions to Covered Employees.**
 - A. **2014.** Commencing on January 1, 2014, the County shall contribute four (4) percent more than was contributed the prior year (i.e., \$1,355.00) per month on behalf of each Employee.
 - C. **2015.** Commencing on January 1, 2015, the County shall contribute four (4) percent more than was contributed the prior year (i.e., \$1,409.00) per month on behalf of each Employee.
 - D. **2016.** Commencing on January 1, 2016, the County shall contribute four (4) percent more than was contributed the prior year (i.e., \$1,465.00) per month on behalf of each Employee, subject to the provisions in paragraph 8, below.
5. **Insufficient Employer Contributions.** To the extent that the County's contributions identified in paragraph 4 and other yearly non-flex rate revenue (interest earnings,

participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to Employees covered under the terms of this Agreement, is at any time inadequate to fully fund the cost of providing insured benefits for Employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.

6. **Excess Employer Contributions.** To the extent that the County contributions identified in paragraph 4, and other yearly non-flex rate revenue, attributed proportionally to employees covered under the terms of this Agreement, provides greater funding than is necessary to fully fund the cost of insured benefits for Employees, the parties agree that the excess shall be added to the PFR.
7. **Calculations.** All calculations that must be made under this agreement will be based on ATU-specific claims experience.
8. **Initial Health and Welfare Plan Provisions.** Insured benefits provisions for Employees during the term of this Agreement shall be identical to those benefit levels provided in 2013, including but not limited to the current out of pocket costs for KingCareSM and Group Health as described in Attachments A and B, unless otherwise modified by the parties or modified pursuant to the terms of this Agreement.
9. **Modification to Plan Provisions and Administration of Protected Fund Reserve.** The parties are hereby empowered to negotiate and implement modifications to insured benefits for Employees during the term of this Agreement. The parties will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
10. **Scope and Purpose of the Annual Reconciliation Meeting.** The parties will convene an "annual reconciliation meeting" no later than April 15th of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the parties deem relevant.
11. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below four million dollars (\$4,000,000), the parties must consider plan changes and may consider other funding options to be implemented by the following January 1. If the parties are unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a Panel of three (3) subject matter experts for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the Union, and one expert selected jointly by the two selected partisan experts. The parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. In 2014, for implementation January 1, 2015, the Panel shall be empowered to make plan design changes, but not employee premium share and/or employer contribution increases. In 2015, for implementation January 1, 2016, the Panel shall be empowered to make plan

design changes and/or adding employee premium share and/or employer contribution increases. The costs of the Panel shall be shared equally by the parties.

12. **Subsequent Agreement.** The parties agree to commence negotiations for a successor benefits agreement (to be effective starting January 1, 2017) in January of 2016. If the parties are unable to reach agreement by June 1, 2016, on the terms of the successor agreement, the parties agree to use the Dispute Resolution procedure in paragraph 11 of this Agreement to resolve any outstanding issues including employer contribution rates, plan design changes, and any employee premium share. The Panel shall issue its decision by August 15, 2016.
13. **Total Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
14. **Term.** This Agreement shall be in effect, after approval of the King County Council, from January 1, 2014 through December 31, 2016.

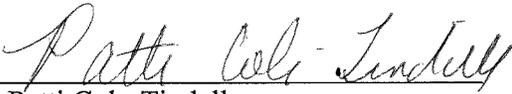
For Amalgamated Transit Union,
Local 587:



Paul J. Bachtel
President and Business Agent

3-4-15
Date

For King County:



Patti Cole-Tindall
Director
Office of Labor Relations

3-4-15
Date

Attachment A
Amalgamated Transit Union, Local 587 Health Benefits
2014 through 2016

KingCareSM expenses for ATU-Eligible Employees — Attachment A

This table shows the 2014 annual deductibles, coinsurance and prescription drug coverage for KingCareSM, administered by Regence Blue Shield, which are the same as 2013.

KingCareSM	Gold	Silver	Bronze
Annual deductible	\$300 per individual \$900 per family	\$600 per individual \$1,800 per family	\$800 per individual \$2,400 per family
Coinsurance paid by Regence	85% network 65% out-of-network	75% network 55% out-of-network	75% network 55% out-of-network
Prescription drugs (30-day supply)	\$7 generic \$30 preferred brand \$60 non-preferred brand	\$7 generic \$30 preferred brand \$60 non-preferred brand	\$7 generic \$30 preferred brand \$60 non-preferred brand
Prescription drugs (90-day supply by mail)	\$14 generic \$60 preferred brand \$120 non-preferred brand	\$14 generic \$60 preferred brand \$120 non-preferred brand	\$14 generic \$60 preferred brand \$120 non-preferred brand
Annual out-of-pocket maximum after annual deductible	<i>Network</i> \$800 per individual \$1,600 per family <i>Out-of-network</i> \$1,600 per individual \$3,200 per family	<i>Network</i> \$1,000 per individual \$2,000 per family <i>Out-of-network</i> \$1,800 per individual \$3,600 per family	<i>Network</i> \$1,200 per individual \$2,400 per family <i>Out-of-network</i> \$2,000 per individual \$4,000 per family
Lifetime maximum	No limit	No limit	No limit

Attachment B
Amalgamated Transit Union, Local 587 Health Benefits
2014 through 2016

Group Health expenses for ATU-Eligible Employees — Attachment B

This table shows the 2014 annual deductibles, coinsurance and prescription drug coverage for SmartCare Connect, powered by Group Health, which are the same as 2013.

SmartCare Connect	Gold	Silver	Bronze
Annual deductible	None	None	None
Coinsurance	None	None	None
Copay	\$20	\$35	\$50
Prescription drugs (30-day supply)	\$10 generic \$20 preferred brand \$30 non-preferred brand	\$10 generic \$20 preferred brand \$30 non-preferred brand	\$10 generic \$20 preferred brand \$30 non-preferred brand
Prescription drugs (90-day supply by mail)	\$20 generic \$40 preferred brand \$60 non-preferred brand	\$20 generic \$40 preferred brand \$60 non-preferred brand	\$20 generic \$40 preferred brand \$60 non-preferred brand
Annual out-of-pocket maximum	<i>Network</i> \$1,000 per individual \$2,000 per family <i>Out-of-network</i> Limited coverage	<i>Network</i> \$2,000 per individual \$4,000 per family <i>Out-of-network</i> Limited coverage	<i>Network</i> \$3,000 per individual \$6,000 per family <i>Out-of-network</i> Limited coverage
Lifetime maximum	No limit	No limit	No limit

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September 1, 2015

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

Dear Councilmember Phillips:

The enclosed ordinance, if approved, will ratify the Amalgamated Transit Union (ATU), Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division)) memorandum of agreement regarding benefit plan changes effective January 1, 2016, through December 31, 2016, which will enable King County to continue to provide public transportation services. This agreement covers approximately 3,700 employees in the Department of Transportation and one employee in the Department of Executive Services.

Employees covered by this agreement perform work in support of the Transit Division's bus, streetcar and light rail operations. Their work groups include Transit Operations, Vehicle Maintenance, Rail, Sales and Customer Service, Power and Facilities, Service Development, and Payroll.

King County and ATU, Local 587 are parties to an agreement concerning the provision of insured benefits covering a term of January 1, 2014, through December 31, 2016. This agreement, which was reached through the interest arbitration process, holds King County's costs to an annual increase of four percent per year. It also establishes a protected fund reserve for the ATU unit in the amount of \$10.2 million, in order to buffer the plan against costs that exceed four percent. In 2014 and 2015, ATU's protected fund reserve declined dramatically, below \$4 million, which triggered negotiations to ensure the sustainability of the plan.

The result of those negotiations is the memorandum of agreement that we are submitting to the County Council. This agreement will take effect on January 1, 2016, and will institute changes to the benefits plan that covers members of ATU, Local 587. In order to restore stability to ATU's health care plan and bolster the protected fund reserve, there will be an increase in employees' deductibles, out-of-pocket maximums and spousal benefit access fees. Also, the parties have made significant cost-savings changes to the prescription drug plan.

The Honorable Larry Phillips
September 1, 2015
Page 2

This agreement retains the Union's participation in the Healthy Incentives program through 2016. It also tasks the parties with identifying whether stop-loss insurance might be a solution to guarding against unanticipated health care costs.

This agreement also extends eligibility for County-paid life, accidental death and dismemberment, and long term disability insurance to Part-Time Transit Operators, regardless of whether they enroll in King County's health care plans. This change allows the County to administer these benefits in a consistent manner and was made in order to accommodate requirements of the Washington State Office of the Insurance Commissioner.

This agreement furthers the goals of the King County Strategic Plan in that it helps keep the cost of business down and it promotes the long-term sustainability of County services.

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.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-263-2878.

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
Patti Cole-Tindall, Director, Office of Labor Relations

September 1, 2015

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

Dear Councilmember Phillips:

The enclosed ordinance, if approved, will ratify the Amalgamated Transit Union (ATU), Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division)) memorandum of agreement regarding benefit plan changes effective January 1, 2016, through December 31, 2016, which will enable King County to continue to provide public transportation services. This agreement adds a new service, palliative care, offered by KingCare to the plan design and will also enable King County to add palliative care to the SmartCare plan design should it become available. This agreement covers approximately 3,700 employees in the Department of Transportation and one employee in the Department of Executive Services.

Employees covered by this agreement perform work in support of the Transit Division's bus, streetcar and light rail operations. Their work groups include Transit Operations, Vehicle Maintenance, Rail, Sales and Customer Service, Power and Facilities, Service Development, and Payroll.

This agreement furthers the goals of the King County Strategic Plan in that it helps keep the cost of business down and promotes long-term sustainability by making ATU's benefit plan consistent with the new service of palliative care available to all other County employees who are covered under the Joint Labor Management Insurance Committee memorandum of agreement for 2016 benefit plan changes.

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.

The Honorable Larry Phillips
September 1, 2015
Page 2

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations,
at 206-263-2878.

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
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Memorandum of Agreement Regarding: Benefit plan changes effective January 1, 2016		
Title:	Amalgamated Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division))		
Effective Date:	1/1/2016		
Affected Agency and/or Agencies:	Benefits Fund		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 263-1966	
Department Sign Off:	Karleen Sakumoto, Health Reform Project Manager	Phone: 263-2442	
Note Reviewed by:	Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Helene Ellickson, Budget Manager	Phone: 263-9691

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2016		
Benefits	5500	DES	(\$ 1,962,000)		
TOTAL:			(\$ 1,962,000)		

EXPENDITURE BY CATEGORIES:						
Expense Type	Fund Code	Department	2016			
Salaries			\$ 0			
OT						
PERS & FICA			\$ 0			
Health Benefits			(\$ 1,962,000)			
TOTAL:			(\$ 1,962,000)			

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. MOA Period(s):	1/1/2016 - 12/31/2016
2. Wage Adjustments & Effective Dates:	
COLA:	
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS & FICA:	
Overtime:	
4. Other Cost Factors:	
Savings from agreement on changes to Health Benefits Plan expected to be about \$1.9 Million. Reduces healthcare expenditures to align with employer funding rate stipulated in MOA.	

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FISCAL NOTE

Ordinance/Motion No.	Memorandum of Agreement Regarding: Benefit plan changes effective January 1, 2016 (New Services Offered by KingCare and/or SmartCare (such as palliative care))		
Title:	Amalgamated Transit Union, Local 587 (Transit - Departments: Transportation, Executive Services (Finance and Business Operations Division))		
Effective Date:	1/1/2016		
Affected Agency and/or Agencies:	Benefits Fund		
Note Prepared by:	Jim Swails, Labor Relations Analyst, Office of Labor Relations	Phone: 263-1969	
Department Sign Off:	Karleen Sakumoto, Health Reform Project Manager	Phone: 263-2442	
Note Reviewed by:	Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Helene Ellickson, Budget Manager	Phone: 263-9691

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2016		
Benefits	5500	DES/HRD	\$ 7,000		
TOTAL:			\$ 7,000		

EXPENDITURE BY CATEGORIES:						
Expense Type	Fund Code	Department	2016			
Salaries			\$ 0			
OT						
PERS & FICA			\$ 0			
Health Benefits			\$ 7,000			
TOTAL:			\$ 7,000			

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. MOA Period(s):	1/1/2016 - 12/31/2016
2. Wage Adjustments & Effective Dates:	
COLA:	
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS & FICA:	
Overtime:	
4. Other Cost Factors:	
	Adopts palliative care for ATU's SmartCare plan with additional cost forecast at \$7,000/year.
	Added costs funded by Protective Fund Reserve (PFR).

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King County

**Metropolitan King County Council
Transportation, Economy and Environment Committee**

STAFF REPORT

Agenda Item:	10	Name:	Paul Carlson
Proposed No.:	2015-B0200	Date:	October 20, 2015

SUBJECT

Report on the recommendations of the Transit Service Guidelines Task Force.

SUMMARY

The Service Guidelines Task Force, a group of community leaders and stakeholders, met ten times this year to discuss potential recommended changes to the King County Metro Service Guidelines (Service Guidelines). The Committee was briefed on the Task Force proceedings on July 7, 2015. Subsequently the Task Force agreed on Principles, Recommendations, and a Report.

The Task Force recommendations will inform the work of King County staff in developing revisions to the Service Guidelines for consideration by the County Council in 2016. Any changes to the Service Guidelines would be subject to approval by ordinance, which would be referred first to the Regional Transit Committee as a mandatory referral.

BACKGROUND

Today's briefing will provide a high-level overview of the Task Force recommendations and outline the timeline for next steps. This staff report contains background information on the Task Force process; a Metro presentation will be available at the Committee meeting. The Task Force Report, including Principles and Recommendations, will be made available to Councilmembers when it is finalized.

Service Guidelines

In 2009, in response to Metro's ongoing financial challenges and regional interest in improving efficiency of the bus system, the Regional Transit Task Force (RTTF) was convened. The work of the RTTF was the foundation for the Strategic Plan for Public Transportation 2011-2021 (Transit Strategic Plan) and King County Metro Service Guidelines that are in place today. The RTTF called for transparent, performance-based guidelines emphasizing productivity, social equity, and geographic value.

The Service Guidelines achieve this policy direction by identifying 85 centers throughout the county, connected by 112 transit corridors. Target service levels on these transit corridors are identified through a scoring system that awards points for productivity, social equity, and geographic value. Performance of each bus route is evaluated annually and reported to the Council.

The Service Guidelines provide a policy framework for adding or reducing bus service as budget capacity may require. King County Metro used the Guidelines to develop its proposals for steep reductions in bus service. The County Council approved a 2015-2016 biennium budget (Ordinance 17941) that avoided most of the service cuts, but policymakers concurred that a review of the Guidelines was timely.

Task Force Legislative Background

Ordinance 17941 includes three provisos pertaining to the Service Guidelines Task Force, all part of the Transit Operations budget:

- **Section 113, Proviso P1:** requiring transmittal of a Task Force work plan (Motion 14304 enacted – work program approved)
- **Section 113, Proviso P2:** requiring transmittal of an ordinance extending the June 30, 2015 due date for the next update amending the Strategic Plan for Public Transportation 2011-2021 and the Service Guidelines (Ordinance 18029 enacted – new deadline December 15, 2015)
- **Section 113, Proviso P3:** requiring transmittal of an update that is based on the recommendations of the Task Force (in progress – this is the ordinance mentioned in Proviso P2 and required to be transmitted by December 15, 2015)

Proviso P1 identified five questions for Task Force consideration (the adopted work program provides more detail):

1. How transit service performance is measured as specified in the Metro Service Guidelines to reflect the varied purposes of different types of transit service;
2. Approaches to evaluating how the goal of geographic value is included in the Metro Service Guidelines, including minimum service standards;
3. Approaches to evaluating how the goal of social equity is included in the Metro Service Guidelines;
4. Outline financial policies for purchase of additional services within a municipality or among multiple municipalities; and
5. Outline guidelines for alternative services implementation.

Task Force Meetings and Resources

The Task Force website is at:

<http://metro.kingcounty.gov/advisory-groups/service-guidelines-task-force/>

This website includes the charge to the Task Force and a list of Task Force members. The “Task Force Resources” tab includes a large volume of reference materials provided to the Task Force.

Table 1 lists the Task Force meetings with agenda highlights. The website includes a separate tab for each Task Force meeting, including the agenda, presentations, other materials, and a detailed summary of the meeting discussion.

Table 1 – Service Guidelines Task Force Meeting Agendas

Meeting Date	Agenda Items
March 4	Self-introductions, Task Force Charge and Ground Rules, Metro Overview, Service Guidelines Introduction
April 1	Performance Measures at Metro and Other Agencies (including Service Types), Geographic Value in Metro Planning
April 30	Social Equity in Metro Planning, Destination Data, Discussion of Desired Social Equity Outcomes
May 21	Recap of Charge, Review Social Equity Summary, Geographic Value and its Application in Performance Measures, Service Allocation Discussion
June 3	Emerging ideas from May 21 meeting, Alternative Services, Service Types
June 16	Moving toward Recommendations – Draft Principles and Recommendations, Schedule Options; Purchase of Services by Other Entities
August 13 and 17	Two identical technical workshops to describe analysis of service types and outcomes from potential changes to the Service Guidelines
September 17	Draft recommendations and changes to analysis
October 7	Final recommendations
1Q 2016	A final Task Force meeting to review the Executive’s transmitted legislation updating the Service Guidelines, is expected in early 2016

INVITED

- John Howell, Service Guidelines Task Force Facilitator, Cedar River Group
- Kevin Desmond, General Manager, King County Transit Division
- Christina O’Claire, Manager Strategy and Performance, King County Transit Division

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King County

**Metropolitan King County Council
Transportation, Economy and Environment Committee**

STAFF REPORT

Agenda Item:	11	Name:	Erin Auzins Hiedi Popochock
Proposed No.:	2015-0365	Date:	October 20, 2015

SUBJECT

Proposed Ordinance 2015-0365 would authorize the Executive to renew interlocal agreements for salmon conservation efforts in WRIA's 7, 8, and 9.

SUMMARY

Proposed Ordinance 2015-0365 approves the interlocal agreements for salmon conservation efforts in three watersheds: Snoqualmie and South Fork Skykomish Watershed within Water Resource Inventory Area (WRIA) 7, the Lake Washington/Cedar/Sammamish Watershed also known as WRIA 8, and the Green/Duwamish and Central Puget Sound Watershed also known as WRIA 9.

Today's briefing will provide the committee with an overview of the proposed agreements. This legislation will return to committee when policy and legal analysis are complete.

BACKGROUND

In 1999, Puget Sound Chinook salmon were listed as a threatened species under the Endangered Species Act (ESA). In response, the legislature adopted the Washington Salmon Recovery Act¹, which established Water Resource Inventory Areas (WRIAs), with responsibility for developing plans and strategies to conserve and restore salmon habitat. Under the authority of the Washington Salmon Recovery Act, a number of WRIAs, corresponding to watershed boundaries, were designated. King County has three major WRIAs: Snoqualmie and South Fork Skykomish watershed portion of WRIA 7; WRIA 8, the Lake Washington/Cedar/Sammamish watershed, and; WRIA 9, the Green/Duwamish and Central Puget Sound watershed.

The first interlocal agreements were approved in 2000², for an initial term of five years with the option to extend the term upon the agreement of the parties. They were adopted as a mechanism and a decision-making structure for the joint funding,

¹ Chapter 77.85 RCW

² Adopted by the County through Motion 11077

development, review, and approval of WRIA-based salmon conservation plans, as well as other watershed-based water resource management projects and programs contingent upon available funding, especially early action habitat protection and restoration, water quality improvements and flood hazard reduction efforts. The agreements also provided a framework for cooperation and coordination on issues relating to salmon conservation and ESA response. King County acted as the service provider in the agreements, providing the primary staff support for the salmon recovery efforts.

In 2005, WRIAs 7, 8 and 9 submitted their long-term watershed conservation plans to the King County Council and other member jurisdictions, via motion.³ The plans included restoration and conservation strategies, habitat projects, cost estimates, conservation programs, identified funding opportunities, etc. Following the approval of the plans, 10-year interlocal agreements were approved by the County and other jurisdictions⁴. The current interlocal agreements expire on December 31, 2015.

Proposed Interlocal Agreements. Proposed Ordinance 2015-0365 would authorize the continuance of joint salmon conservation efforts within WRIA 7, 8 and 9 for a term of ten years.

- **Purpose.** The purpose of the interlocal agreements would be “to provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the WRIA 7, 8 and 9 watershed conservation plans and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies...”
- **Effective Date and Term.** The interlocal agreements would be in effect for ten years starting January 1, 2016.
- **Organization and Membership.** The proposed interlocal agreements would form three formal governance structures to carry out the purpose of the agreements.
 - **WRIA 7 Snohomish Watershed Forum** – The agreement would establish the Snoqualmie Watershed Forum (SWF), in which each party would appoint one elected official to serve as its primary representative and one alternate representative to serve on the forum. In addition to the primary and alternate representatives of each party, the SWF would also include five ex-officio members to increase the representation of citizens and partner organizations within the SWF. The five ex-officio representatives shall be appointed as follows: 1) one citizen appointed by

³ WRIA 7 plan approved through Motion 12114, WRIA 8 plan through Motion 12151, and WRIA 9 plan through Motion 12212.

⁴ WRIA 7 approved with Ordinance 15337 (for 5 years, extended by another 5 years with Ordinance 16936), and WRIA 8 and 9 with Ordinance 15622

the Snoqualmie Valley Government's Association; 2) two citizen residents of Council District 3 appointed by the King County Executive; 3) one representative of the King Conservation District (KCD) appointed by the KCD Board of Supervisors; and 4) one representative from a nonprofit organization appointed by the Snoqualmie Watershed Forum. (§4)

- **WRIA 8 Salmon Recovery Council** – The agreement would establish the WRIA 8 Salmon Recovery Council (SRC), in which each party would appoint one elected official to serve as its primary representative. In addition to the primary representatives of each party, the SRC may appoint representatives from non-party stakeholder entities and other persons that are appropriate for the implementation and adaptive management of the conservation plan. (§4.1 & 5.2)
- **WRIA 9 Watershed Ecosystem Forum** – The agreement would establish the Watershed Ecosystem Forum (WEF), in which each party (except for Tacoma) would appoint one elected official to serve as its primary representative and one alternate representative to serve on the forum. Tacoma's representative would be the Tacoma Water Superintendent or a senior staff person. (§4.1)
- **Voting.** The interlocal agreement parties would make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the agreement. Furthermore, decisions would be made utilizing a consensus model.
- **Implementation and Adaptive Management.** The interlocal agreements for WRIA 8 and 9 outlines the responsibilities of the governance structures as it relates to the watershed conservation plan amendments and describes the watershed conservation plan amendment process. (§6)
- **Obligations of Parties.** Each party would be responsible for meeting only its individual obligations as established in the annual budget adopted by the SWF, SRC and the WEF. Funds collected from the interlocal agreement parties would be maintained in a special fund by King County as fiscal agent and as ex-officio treasurer on behalf of the three governance structures.
- **Latecomers.** The interlocal agreements would allow local governments and tribes (WRIA 8) that is wholly or partially in the management area or with a major interest in WRIA 7, 8 and 9 and have not become a party of the agreement within twelve months of the effective date of the interlocal agreement, may become a party by obtaining the written consent of all the voting members of the governance structure (WRIA 7) or by written consent of all the parties (WRIA 8 & 9).
- **Termination.** The interlocal agreements would allow parties to terminate their obligations under the agreement through action of its governing body or the party (WRIA 8) only upon notice of thirty to sixty days (depending on WRIA) to other parties. The termination of obligations would be effective in January of the following year.

- **Hold Harmless and Indemnification.** Each party would “protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment...”
- **No Assumption of Liability.** Parties do not intend to assume any responsibility, risk or liability of any other party in the interlocal agreements.
- **Voluntary Agreement.** The interlocal agreements would be voluntary. No party would be committing to adopt or implement any actions or recommendations that may be contained in the watershed conservation plans developed pursuant to the agreement.
- **No Preclusion of Activities or Projects.** The interlocal agreements would not prevent any of the parties from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes contained in the interlocal agreement by a separate agreement or action. Such decisions or agreements would not impose funding, participation or other obligation of any kind on any party to the interlocal agreement.
- **No Third Party Rights.** Nothing contained in the interlocal agreements would be intended or construed to create any rights in any third party or to form basis for any liability on the part of the governance structures or any of the parties and their employees to any third party.
- **Amendments.** The interlocal agreements would require the authorization and approval of each party’s governing body and the unanimous consent of the parties to amend, alter or clarify the agreement.
- **Counterparts.** The interlocal agreements may be executed in counterparts.
- **Approval by Parties’ Governing Bodies.** Governing bodies would authorize and approve the execution of the interlocal agreement prior to any representative signing the agreement.
- **Entire Agreement.** WRIA 7 and 9 interlocal agreements would contain the entire agreement between the parties and would supersede all prior negotiations, representations and agreements.
- **Filing of Agreement.** WRIA 8 and 9 interlocal agreements would be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms outlined in the Effective Date and Term section of the agreements.

ANALYSIS

These proposed interlocal agreements would continue an existing partnership for collaborative implementation of salmon recovery plans for Puget Sound.

The funding proposed in the agreements is similar to what the County is currently obligated to pay, and is based on a combination of population, land appraisal and land

area. This funding is used for staffing and administrative costs, and specific project costs are funded through a variety federal, state and local revenue. As the service provider, King County provides the staff for the three WRIA's, and the positions are budgeted through 2016.

The interlocal agreements have been approved by many of the other parties. A list of the other parties, and the status on whether they have approved the agreements, is provided in Attachment 4. In WRIA 7, two additional parties have joined: the City of Skykomish and the Tulalip Tribes. In WRIA 8, one additional parties has joined: the Town of Woodway.

Legal and policy analysis is ongoing.

ATTACHMENTS

1. Proposed Ordinance/Motion 2015-0365 (and its attachments)
2. Transmittal Letter
3. Fiscal Note
4. Table of Parties to the Agreement for each Interlocal

INVITED

- Mark Isaacson, Director, WLRD

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Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 16, 2015

Ordinance

Proposed No. 2015-0365.1

Sponsors Phillips, Lambert and McDermott

1 AN ORDINANCE authorizing the executive to enter into
2 interlocal agreements for salmon conservation efforts in the
3 Snoqualmie and South Fork Skykomish Watershed within
4 Water Resource Inventory Area 7, the Lake
5 Washington/Cedar/Sammamish Watershed also known as
6 Water Resource Inventory Area 8, and the
7 Green/Duwamish and Central Puget Sound Watershed also
8 known as Water Resource Inventory Area 9.

9 **STATEMENT OF FACTS:**

10 1. In response to the 1999 listing of the Puget Sound Chinook salmon
11 under the federal Endangered Species Act, King County and other affected
12 jurisdictions determined that Water Resource Inventory Area-based
13 ("WRIA") salmon conservation planning was a critical and necessary
14 component of efforts to recover species listed as threatened or endangered
15 under the Endangered Species Act and of salmon recovery overall.

16 2. On October 16, 2000, the King County council adopted Motion 11077,
17 authorizing the executive to enter into interlocal agreements between King
18 County and other eligible governmental entities in, respectively, the King
19 County portion of WRIA 7 (Snoqualmie and South Fork Skykomish

20 Watershed), WRIA 8 (Lake Washington/Cedar/Sammamish Watershed)
21 and WRIA 9 (Green/Duwamish and Central Puget Sound Watershed), for
22 the purpose of cooperatively developing, funding and implementing
23 watershed-based salmon conservation plans, habitat protection and
24 restoration efforts, and other water resource management projects and
25 programs in these watersheds.

26 3. Watershed-based salmon conservation plans were developed for each
27 of the watersheds and ratified by parties to the interlocal agreements in
28 each of the respective King County watersheds in 2005 and 2006. These
29 plans were approved by the National Oceanic and Atmospheric
30 Administration Fisheries as chapters in the overall Puget Sound Salmon
31 Recovery Plan in 2007.

32 4. King County and affected jurisdictions and partners have been working
33 together since 2001 to implement watershed-based salmon conservation
34 efforts, and, once adopted, the watershed-based salmon conservation plans
35 through extensions to the original interlocal agreements. Those interlocal
36 agreements as extended will expire on December 31, 2015.

37 5. Much work has been accomplished through the cooperative efforts of
38 partners through the existing interlocal agreements including:

39 a. over four thousand three hundred fifty acres have been protected from
40 development through acquisition or easements;

41 b. over four hundred ninety five acres of riparian acres have been
42 planted with native vegetation;

43 c. over three miles of levees have been removed where they were no
44 longer needed or have been setback to provide improved habitat function
45 and reduce flood risk;

46 d. over one hundred eighty acres of floodplain have been reconnected to
47 provide improved habitat and reduce flood risk;

48 e. over three thousand linear feet of marine shoreline and eight thousand
49 linear feet of lakeshore have been restored;

50 f. high priority programs and outreach projects have been implemented
51 such as the Snoqualmie Water Quality Synthesis Report, the Salmon
52 SEEson program to promote fish viewing opportunities and the beach
53 naturalist program; and

54 g. monitoring has been performed that is necessary for tracking
55 implementation and adaptive management measures under the salmon
56 conservation plans, such as monitoring salmon populations trends, habitat
57 trends and project effectiveness.

58 6. Under each of the interlocal agreements, the participating jurisdictions
59 appointed a representative to take part in a watershed forum for that
60 watershed. These include the Snoqualmie Watershed Forum, the WRIA 8
61 Salmon Recovery Council, and the WRIA 9 Watershed Ecosystem Forum,
62 and each acts as the governing body for the activities undertaken under
63 each agreement. In each interlocal agreement, King County was
64 designated as the service provider to complete the annual scopes of work
65 agreed upon by the watershed forums.

66 7. Recognizing that salmon habitat conservation is a long-term endeavor
67 and that significant priority project and program work remains, the
68 Snoqualmie Watershed Forum, the WRIA 8 Salmon Recovery Council,
69 and the WRIA 9 Watershed Ecosystem Forum have prepared, and are
70 presenting for approval to the appropriate partner legislative bodies,
71 including the King County council, new interlocal agreements to
72 cooperatively conduct and oversee watershed-based salmon conservation
73 plan implementation for the years 2016 through 2025.

74 8. The extraordinary level of interjurisdictional cooperation and
75 productivity achieved through the Snoqualmie Watershed, WRIA 8, and
76 WRIA 9 salmon conservation planning and implementation efforts is
77 expected to continue to be a model for interjurisdictional cooperation
78 under these new interlocal agreements.

79 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

80 The King County executive is hereby authorized to enter into interlocal
81 agreements for salmon conservation efforts for the watershed basins within the King
82 County portion of Water Resource Inventory Area 7 (Snoqualmie and South Fork
83 Skykomish Watershed), the watershed basins within Water Resource Inventory Area 8
84 (Lake Washington/Cedar/Sammamish Watershed), and the watershed basins within

85 Water resource Inventory Area 9 (Green/Duwamish and Central Puget Sound Watershed)
86 substantially in the form of Attachments A, B and C to this ordinance.
87

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Interlocal Agreement for the Snoqualmie and South Fork Skykomish Watersheds within Water Resource Inventory Area 7, B. Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8, C. Interlocal Agreement for the Green River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9

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INTERLOCAL AGREEMENT

For the Snoqualmie and South Fork Skykomish Watersheds within
Water Resource Inventory Area 7

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington ("RCW") by a portion or all of the eligible governments signing this Agreement that are located in King County, lying wholly or partially within the Snoqualmie and South Fork Skykomish Watersheds and within the management area of Water Resource Inventory Area 7 ("WRIA 7"), political subdivisions of the State of Washington, or federally recognized Indian tribes (collectively, "Parties");

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation for the majority of the Snoqualmie and South Fork Skykomish Watersheds for the purposes of implementing the Snohomish River Basin Salmon Conservation Plan ("WRIA 7 Plan") and improving watershed health in the King County portion of the basin; and

WHEREAS, Puget Sound Chinook salmon and bull trout, including the Snoqualmie and South Fork Skykomish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and the steelhead trout were listed as threatened under ESA in 2007; and

WHEREAS, the Parties recognize their participation in the efforts to implement the WRIA 7 Plan demonstrates a commitment to work proactively to address the ESA listings; and

WHEREAS, the Parties recognize achieving WRIA 7 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon and watershed conservation actions; and

WHEREAS, some of the Parties under the terms of an interlocal agreement for the years 2001-2005 contributed to the development of the Snohomish River Basin Salmon Conservation Plan and want to continue providing efficient participation in the implementation of such plan; and

WHEREAS, the Parties took formal action in 2005 to ratify the WRIA 7 Plan; and

WHEREAS, the Parties have executed the 2006-2010 Interlocal Agreement and a 2011-2015 extension and amendment to the Interlocal Agreement to implement the WRIA 7 Plan and improve watershed health; and

WHEREAS, the Parties continue to seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have completed the first 10 years of WRIA 7 Plan implementation by prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

WHEREAS, the Parties wish to continue this effort for identifying, coordinating and implementing habitat, water quality, flood hazard reduction, and water quantity projects at the watershed level under the terms of an interlocal agreement; and

WHEREAS, the Parties continue to have interest in achieving multiple benefits by integrating salmon recovery and watershed health projects and programs with other important resource considerations such as agriculture, forestry, biodiversity, wildlife, open space and recreation; and

WHEREAS, the Parties' goals include the preservation of the Snoqualmie Valley's rural character while strengthening vibrant cities; and

WHEREAS, the Parties recognize and respect the present-day and historical importance of the watershed and its resources to tribal culture, economy and customs; and

WHEREAS, the Parties recognize and value the present-day and historical connection of its cities and unincorporated communities to the river and the natural resources of the Snoqualmie watershed; and

WHEREAS, the Parties have an interest in participating in the Snohomish Basin Salmon Recovery Forum and other salmon recovery groups; and

WHEREAS, the Parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of the Puget Sound as it relates to salmon recovery and watershed health; and

WHEREAS, the Parties recognize that addressing watershed issues and implementing salmon conservation and recovery actions may be carried out more efficiently if done on a cooperative basis.

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **ELIGIBLE GOVERNMENTS:** The governmental entities eligible for participation in this Agreement are King County; federally recognized Indian tribes located within WRIA 7; the Cities of Carnation, Duvall, North Bend, Snoqualmie, and Sammamish; and the Town of Skykomish.
 - 1.2 **SNOQUALMIE WATERSHED FORUM:** The "*Snoqualmie Watershed Forum*" created herein, the governing body responsible for implementing this Agreement,

is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.

- 1.3 **SNOHOMISH BASIN SALMON RECOVERY FORUM:** The “*Snohomish Basin Salmon Recovery Forum*” (hereinafter referred to as “the Recovery Forum”) is the cooperative body comprised of local governments, the Tulalip Tribes, special districts, and stakeholder representatives from throughout WRIA 7.
- 1.4 **Snohomish River Basin Salmon Conservation Plan:** The “Snohomish River Basin Salmon Conservation Plan” (hereinafter referred to as “the Salmon Conservation Plan”) is the document and any subsequent updates adopted by the Recovery Forum, developed by the Snohomish Basin Salmon Recovery Forum outlining actions for salmon recovery in response to listings of chinook and bull trout under the ESA.
- 1.5 **SERVICE PROVIDER(S): Service Provider(s)** , as used herein, means that entity which supplies staffing or other resources to and for the *Snoqualmie Watershed Forum*, in exchange for payment. The **Service Provider(s)** may be a party to this agreement.
- 1.6 **STAKEHOLDERS.** “**Stakeholders**” refers to those public and private entities within the WRIA 7 who reflect the diverse interests integral for planning for recovery of the listed species under the ESA, which may include but is not limited to agriculture, environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 To provide a mechanism and governance structure for the protection and restoration of the health of the Snoqualmie and South Fork Skykomish watersheds.
- 2.2 To provide a mechanism for sharing information, facilitating multiple benefit projects and programs, and coordinating local efforts to address issues with watershed-wide implications, including but not limited to habitat restoration and protection, flood hazard reduction, surface and groundwater quality, and water quantity.
- 2.3 To provide a mechanism and governance structure for the joint implementation of the Salmon Conservation Plan particularly related to the King County portions of WRIA 7 including important work along waterways that support salmon populations, including those areas above anadromous barriers such as above Snoqualmie Falls. This work is intended to inform local decision-makers about actions needed to respond to issues arising out of listings under the ESA.

- 2.4 To develop and articulate Snoqualmie Watershed-based positions on key issues during the implementation and adaptive management of the Salmon Conservation Plan. The Parties retain the right to submit comments on behalf of their individual governments.
- 2.5 To provide a mechanism for cooperative review and implementation of policies, programs and regulations to support salmon recovery, and to inform land use planning, incentive programs and outreach efforts.
- 2.6 To provide for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and ESA efforts.
- 2.7 To provide a mechanism for securing technical assistance and funding from federal, state and other agency sources.
- 2.8 To provide a mechanism for the implementation of other multiple benefit projects such as habitat, surface and groundwater quality, water quantity, flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***Snoqualmie Watershed Forum***. Such projects may also include actions to benefit agricultural lands or other important resource lands, provided that such actions stem from integrated multi-objective planning efforts in the watershed.
- 2.9 To annually recommend projects for grant funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
- 2.10 To provide a framework for cooperation and coordination among the Parties on issues relating to the WRIA 7 or sub-WRIA 7 basin planning or to meet the requirement of a commitment by any Party to participate in WRIA 7 based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such Party.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or natural resource policy body.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016, provided it has been executed by King County and at least two (2) of the eligible member cities, towns, or tribes within the King County portion of WRIA 7, as authorized

by each government's governing body. Once effective, this Agreement shall remain in effect for a term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing, with such extension being effective upon its execution by King County and at least two (2) of the eligible member cities, towns, or tribes within the King County portion of WRIA 7. Such extension shall bind only those Parties executing the extension. Provisions for termination of membership under this agreement are in Section 8.

It is not the purpose or intent of this Agreement to prevent the Parties from entering into a WRIA 7-wide agreement at some future date prior to the end of the initial term of this Agreement.

4. **ORGANIZATION AND MEMBERSHIP OF THE SNOQUALMIE WATERSHED FORUM.**

The parties to this Agreement hereby establish a ***Snoqualmie Watershed Forum*** to serve as the formal governance structure for carrying out the purposes of this Agreement.

4.1 Each Party to this Agreement shall appoint one (1) elected official to serve as its primary representative, and one alternate representative to serve on the ***Snoqualmie Watershed Forum***. If the Parties appoint a non-elected official as an alternate, that Party must designate in writing on the jurisdiction's letterhead whether the non-elected official can vote on behalf of that Party.

4.2 In addition to the representatives of each of the Parties, the ***Snoqualmie Watershed Forum*** shall also include five (5) ex-officio members to increase the representation of citizens and partner organizations within the ***Snoqualmie Watershed Forum***. The five ex-officio representatives shall be appointed as follows: 1) one citizen appointed by the Snoqualmie Valley Government's Association; 2) two citizen residents of Council District 3 appointed by the King County Executive; 3) one representative of the King Conservation District (KCD) appointed by the KCD Board of Supervisors; and 4) one representative from a nonprofit organization appointed by the Snoqualmie Watershed Forum. Ex-officio members participate in consensus decision making but do not participate in voting in the event consensus cannot be reached. The Forum may elect to add additional ex-officio members without amending the ILA, provided that any such addition has been discussed during at least one regular meeting of the Forum prior to the meeting where the final decision is made, with opportunity provided for public comment. The decision to add an ex-officio member is subject to the provisions of Section 5.

- 4.3 Snoqualmie Watershed Forum members shall serve a term of four years, or the remainder of their elected term (if appropriate), whichever is shorter. **Snoqualmie Watershed Forum** ex-officio members shall have appointed representatives whose terms shall be as follows: the three ex-officio member representatives appointed by the Snoqualmie Valley Governments Association and by the King County Executive shall each serve a term of four years; the ex-officio member representative appointed by the King Conversation District shall serve a term of four years; and the ex-officio member representative appointed by the Snoqualmie Watershed Forum shall serve a term of two years.
- 4.4 The services cost-shared under this agreement shall be provided to the **Snoqualmie Watershed Forum** by the **Service Provider**, currently King County Department of Natural Resources and Parks. The **Snoqualmie Watershed Forum** shall enter into a Memorandum of Understanding with the **Service Provider**, which shall set out the understanding of expectations for services to be provided and a method of regular consultation between the **Service Provider** and the **Snoqualmie Watershed Forum** concerning the performance of services hereunder.
- 4.5 The Service Provider will meet with staff from each of the Parties at least once annually prior to October 1 to coordinate the development of a draft work program and budget for consideration by the **Snoqualmie Watershed Forum** for the following calendar year.
- 4.6 The **Snoqualmie Watershed Forum** shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. For non-tribal Parties, such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and geographic area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A. The Exhibit A data shall be updated every third year, as more current data becomes available, by the Service Provider and approved by the Snoqualmie Watershed Forum. Exhibit A shall be automatically amended, without further action of the Parties, to reflect this updated data upon distribution of such data to the Parties in writing. When a federally recognized Indian tribe becomes party to this Agreement, the tribe's initial cost share shall be determined jointly by the Parties and will be included in Exhibit A. Tribal cost share(s) shall also be re-evaluated at the same three-year intervals. The weight accorded to the tribe's vote for weighted voting pursuant to Section 5 for any given year shall

correspond to the tribe's cost share for that year relative to the cost shares contributed by the other Parties for that year.

- 4.7 The ***Snoqualmie Watershed Forum*** shall oversee the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
 - 4.8 The ***Snoqualmie Watershed Forum*** shall review and evaluate annually the performance of the Service Provider to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this agreement.
 - 4.9 The ***Snoqualmie Watershed Forum*** may contract with similar watershed forum bodies, including the ***Recovery Forum*** or any other entities for any lawful purpose related hereto. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.
 - 4.10 Those Parties that are members of the ***Recovery Forum*** shall participate in regular meetings of the ***Recovery Forum*** to the extent possible in light of constraints on the availability of staff and elected officials. The ***Snoqualmie Watershed Forum*** may elect to designate a representative of the Parties to participate in the Recovery Forum on a regular basis.
 - 4.11 The ***Snoqualmie Watershed Forum*** shall adopt rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The ***Snoqualmie Watershed Forum*** shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible that includes all Forum members. Each member agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the members. If unanimous agreement of members cannot be reached then the Parties may reach a decision by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.
 - 5.2 During the course of decision-making, a ***Snoqualmie Watershed Forum*** member may call for a non-binding "roll call" vote.

- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Snoqualmie Watershed Forum**, the **Snoqualmie Watershed Forum** shall take action on a dual-majority basis, as follows:
- 5.3.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **Snoqualmie Watershed Forum** action.
- 5.3.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.6 in the year in which the vote is taken.
- 5.3.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the Parties and by a majority of the weighted votes of the Parties. No action shall be valid and binding on the Parties until it shall receive majority votes of both the total number of Parties and of the Parties representing a majority of the annual budget contribution for the year in which the vote is taken.

6. OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.

- 6.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Snoqualmie Watershed Forum** under this Agreement, including all such obligations related to the **Snoqualmie Watershed Forum** funding, technical support, and participation in related planning, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 6.2 During the term of this Agreement, the primary individual obligations of the Parties will be to participate in the **Snoqualmie Watershed Forum** and provide funding in support of the **Snoqualmie Watershed Forum**. Staff from each of the Parties shall meet periodically to, develop a proposed annual work program, coordinate implementation of the Salmon Conservation Plan and other watershed actions, and develop proposals for consideration by the **Snoqualmie Watershed Forum**.
- 6.3 No later than October 1 of each year of this Agreement, the **Snoqualmie Watershed Forum** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual Parties for the following calendar year and shall propose the levels of funding

and resources to be allocated to specific prioritized planning activities within the Snoqualmie Watershed and WRIA 7. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than the end of the fiscal year. Parties to this Agreement may elect to secure grant funding to meet their individual obligations.

6.4 Funds collected from the Parties or other sources on behalf of the ***Snoqualmie Watershed Forum*** shall be maintained in a special fund by King County as fiscal agent and as *ex officio* treasurer on behalf of the ***Snoqualmie Watershed Forum*** pursuant to rules and procedures established and agreed to by the ***Snoqualmie Watershed Forum*** and King County.. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

6.5 Any Party may inspect and review all records maintained in connection with such fund at any reasonable time.

7. **LATECOMERS**. Governments located in King County lying wholly or partially within the management area of WRIA 7 which have not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the voting members of the Snoqualmie Watershed Forum. The provisions of Section 5 otherwise governing decisions of the ***Snoqualmie Watershed Forum*** shall not apply to this section. The voting members of the ***Snoqualmie Watershed Forum*** and any governments seeking to become a Party shall jointly determine the terms and conditions under which the government may become a Party, which terms and conditions shall include payment by such government to the ***Snoqualmie Watershed Forum***, of the amount determined jointly by the voting members of the ***Snoqualmie Watershed Forum*** and the government to represent such government's fair and proportionate share of all costs associated with activities undertaken by the ***Snoqualmie Watershed Forum*** as of the date the government becomes a Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties to this Agreement.

8. **TERMINATION**.

8.1 The obligations of any Party under this Agreement may be terminated by that Party, through action of its governing body, only upon notice to the other Parties by not later than December 1st for termination effective January 1 of the following

year. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the *Snoqualmie Watershed Forum* as reflected in the annual budget.

8.2 This Agreement may be terminated in its entirety at any time by the written agreement of all Parties.

9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 8.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the ESA, or any other act, statute, regulation, or ordinance of any local municipality or government, the State of Washington, or the United States.

11. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Conservation Plan*** developed pursuant to this Agreement.
12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party to this Agreement which is not a party to such decision or agreement.
13. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the Recovery Forum, National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or, the State of Washington, or to form the basis for any liability on the part of the ***Snoqualmie Watershed Forum*** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been authorized and approved for execution by each Party's governing body.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

KING COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CARNATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF DUVALL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NORTH BEND

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SNOQUALMIE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

SNOQUALMIE TRIBE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF SKYKOMISH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TULALIP TRIBES

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Preliminary 2016 WRIA-Based Cost-Share

2016 ILA Budget Estimate =>

\$ 510,512



WRIA	Jurisdiction	2013 Est. Population		\$ If Based On Pop Only	2014 Land Appraisal	2014 Improvements Appraisal	2014 Total Appraised Value		\$ If Based On AV Only	2014 Land Area (Square Miles)		\$ If Based On Area Only	Avg of Pop+AV+Area	2016 Cost Shares Based On Avg of All Three	2016 Cost Shares with 10% City Contributions
7	Carnation	1,785	2.82%	\$ 14,097	\$ 67,807,400	\$ 158,169,700	\$ 225,977,100	2.20%	\$ 11,009	1.16	0.18%	\$ 876	1.73%	\$ 8,661	\$ 866
7	Duvall	7,120	11.24%	\$ 56,229	\$ 246,996,986	\$ 552,893,000	\$ 799,889,986	7.79%	\$ 38,970	2.44	0.37%	\$ 1,838	6.46%	\$ 32,346	\$ 3,235
7	King County	36,540	57.67%	\$ 288,568	\$ 3,321,841,671	\$ 3,368,084,229	\$ 6,689,925,900	65.14%	\$ 325,928	647.98	97.62%	\$ 488,478	73.48%	\$ 367,658	\$ 367,658
7	North Bend	6,020	9.50%	\$ 47,542	\$ 382,375,986	\$ 474,386,110	\$ 856,762,096	8.34%	\$ 41,741	4.40	0.66%	\$ 3,320	6.17%	\$ 30,868	\$ 3,087
7	Snoqualmie	11,700	18.47%	\$ 92,399	\$ 729,827,898	\$ 943,828,856	\$ 1,673,656,754	16.30%	\$ 81,539	7.44	1.12%	\$ 5,612	11.96%	\$ 59,850	\$ 5,985
7	Skykomish	195	0.31%	\$ 1,540	\$ 6,238,900	\$ 18,129,900	\$ 24,368,800	0.24%	\$ 1,187	0.33	0.05%	\$ 251	0.20%	\$ 993	\$ 99
7	Snoqualmie Tribe			\$ 5,069					\$ 5,069			\$ 5,069		\$ 5,069	\$ 5,069
7	Tulalip Tribes			\$ 5,069					\$ 5,069			\$ 5,069		\$ 5,069	\$ 5,069
	WRIA 7 Total	63,360	100.00%	\$ 510,512	4,755,088,841	5,515,491,795	10,270,580,636	100.00%	\$ 510,512	664	100%	\$ 510,512	100.00%	\$ 510,512	\$ 391,067

NOTES

1. Annual grants and cost-savings (as available) make up the balance of the Forum budget.
2. Information on population, assessed value, and land area is based on most recent data available.
3. King County land area excludes the SF Tolt River basin, the Alpine Lakes Wilderness, and those portions of the City of Sammamish that are within WRIA 7.

INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation.

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery actions, and

WHEREAS, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore salmon habitat; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in the Lake Washington/Cedar/Sammamish Watershed, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with floodplain management, water quality and agriculture; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; the cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville; the towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other interested public agencies and tribes.
 - 1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The **WRIA 8 Salmon Recovery Council** created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the **WRIA 8 Salmon Recovery Council** includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the **WRIA 8 Plan**. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.
 - 1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** **WRIA 8 Plan** as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
 - 1.4. **MANAGEMENT COMMITTEE:** **Management Committee** as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the **WRIA 8 Salmon Recovery Council**, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the **WRIA 8 Salmon Recovery Council's** behalf.
 - 1.5. **SERVICE PROVIDER(S):** **Service Provider(s)**, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service Provider(s)** may be a party to this Agreement.

- 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, and may include but are not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
 - 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the **WRIA 8 Plan**
 - 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
 - 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
 - 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
 - 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.
 - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

- 2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.
- 2.9 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.
- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by each jurisdiction's legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and .200. If such requirements are not met by January 1, 2016, then the effective date of this Agreement shall be the date on which such requirements are met. This Agreement provides the mechanism and governance structure for implementation of the **WRIA 8 Plan** from January 1, 2016 through December 31, 2025. Once effective, this Agreement shall remain in effect through December 31, 2025; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.
- 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "**WRIA 8 Salmon Recovery Council**") the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the **WRIA 8 Salmon Recovery Council**, to serve as the formal governance structure for carrying out the purposes of this Agreement in partnership with non-party members. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery Council** is a voluntary association of the county and city governments, and other interested public agencies and tribes, located wholly or partially within the management area of WRIA 8 and the Lake Washington/Cedar/Sammamish watershed basins and associated Puget Sound drainages who

choose to be parties to this Agreement. Representatives from stakeholder entities who are selected under the voting provisions of Section 5.2 of this agreement are also part of this association.

4.1 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon Recovery Council** shall meet and choose from among its members, according to the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the party members of the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the Management Committee. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, for administration of the budget, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

4.1.1 Services to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be provided by King County Department of Natural Resources which shall be the primary **Service Provider** unless the party members pursuant to the voting provisions of Section 5 choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of King County and an authorized representative of WRIA 8, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than .5 FTE, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.1.2 The **Management Committee** shall make recommendations to the party members of the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the party members of the **WRIA 8 Salmon Recovery Council**.

- 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority and mandate to establish and adopt the following:
- 4.2.1 By September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**, as more current data become available, and in accordance with Section 2.2. Individual party cost shares may change more frequently than every three years for parties involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by, the **WRIA 8 Salmon Recovery Council**.
- 4.2.2 Review and evaluate annually the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider(s)** to this Agreement, and provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any **Service Provider(s)**, at least every three (3) years, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided. Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9 of the Agreement
- 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.
- 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or

general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

- 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
 - 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active party members. A quorum exists if a majority of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties shall not be included in calculating the quorum. In addition, positions will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum until that time in which the party member is present. The voting procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a quorum of the active party members present for any action or decision to be effective and binding.
 - 5.1.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.
 - 5.1.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
 - 5.1.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.
 - 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.
 - 5.1.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active party members to this Agreement and by a majority of the weighted votes of the active party members to this Agreement. No action shall be valid

and binding on the parties to this Agreement until it shall receive majority of votes of both the total number of active party members to the Agreement and of the active members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a “no” vote.

- 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.
 - 5.2.1 Nomination of such non-party members may be made by any member of the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.
 - 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow non-party members to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.
 - 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-party members, shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Sections 5.1 and a majority of the non-party members.

6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**

The **WRIA 8 Plan** shall be implemented with an adaptive management approach. Such an approach anticipates updates and amendments to the **WRIA 8 Plan**. Such amendments to be effective and binding must comply with the following provisions:

- 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5.
- 6.2 In the event that any amendments are not so approved, they shall be returned to the committees **of the WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.

- 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8 Plan** to any state or federal agency as may be required for further action.
- 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.
- 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.2, and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1, or as annexations result in changes to the area, population, and assessed value calculation for those parties involved in the annexation to the extent that the cost shares established by the formula set forth in Exhibit A would be changed for such parties by the annexation
- 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g. staffing) of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS**. A county or city government, or other interested public agency or tribe in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county, city, or other public agency or tribe seeking to become a party shall jointly determine the terms and conditions under which the county, city, or other public agency or tribe may become a party. These terms and conditions shall include payment by such county, city, or other public agency or tribe to the **Fiscal Agent** of the amount determined jointly by the parties and the county, city, or other public agency or tribe to represent such county, city, or other public agency or tribe's fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the parties on its behalf as of the date the county, city, or other public agency or tribe becomes a party. Any county, city, or other public agency or tribe that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement. After the inclusion of such entity as a party to this Agreement, the formula for party contribution shall be adjusted for the following year to reflect the addition of this new party.9.

TERMINATION. This Agreement may be terminated by any party, as to that party only, upon sixty (60) calendar days' written notice to all other parties. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. It is possible that the makeup of the parties to this Agreement may change from time to time. Regardless of any such changes, the parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget.

10. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY**. In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **VOLUNTARY AGREEMENT**. This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS**. Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 8 Salmon Recovery Council* or any of the parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS**. This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS**. This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must approve this Agreement before any representative of such party may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BELLEVUE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BOTHELL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CLYDE HILL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF EDMONDS:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF HUNTS POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF ISSAQUAH:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENMORE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KIRKLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF LAKE FOREST PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MEDINA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MERCER ISLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MILL CREEK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MUKILTEO:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NEWCASTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF REDMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF RENTON:

By: _____

By: _____

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Approved as to form:

CITY OF SAMMAMISH:

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CITY OF SEATTLE:

By: _____

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Date: _____

Date: _____

Approved as to form:

CITY OF SHORELINE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

SNOHOMISH COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF WOODINVILLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF WOODWAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF YARROW POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Regional Watershed Funding

WRIA Based Cost-share: WRIA 8

For 2016

Total : \$553,713

Note: Total reflects WRIA 8 Salmon Recovery Council decision (March 19, 2015) to provide for an annual increase in the ILA cost share not to exceed the Consumer Price Index for Wages, which is estimated to be 2.18% in 2016. Jurisdictional area, population, and assessed value is to be recalculated every three years per the WRIA 8 interlocal agreement for 2016-2025.

WRIA 8 Salmon Recovery Council approved 3-19-15

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		Cost-Share Amount (Average of Pop, AV, Area)		WRIA 8 Jurisdiction
Beaux Arts	290	0.0%	\$104,734,000	0.0%	0.08	0.0%	0.0%	\$143	Beaux Arts
Bellevue	132,100	9.3%	\$33,167,992,493	12.5%	33.53	7.2%	9.7%	\$53,631	Bellevue
Bothell	40,540	2.9%	\$5,955,222,655	2.2%	13.66	2.9%	2.7%	\$14,849	Bothell
Clyde Hill	2,980	0.2%	\$1,714,510,000	0.6%	1.06	0.2%	0.4%	\$2,004	Clyde Hill
Edmonds	39,950	2.8%	\$7,512,735,402	2.8%	8.99	1.9%	2.5%	\$14,007	Edmonds
Hunts Point	395	0.0%	\$784,473,000	0.3%	0.28	0.1%	0.1%	\$709	Hunts Point
Issaquah	32,130	2.3%	\$6,132,631,583	2.3%	11.4	2.4%	2.3%	\$12,981	Issaquah
Kenmore	21,170	1.5%	\$2,835,378,679	1.1%	6.14	1.3%	1.3%	\$7,169	Kenmore
Kent	0	0.0%	\$1,714,000	0.0%	0.45	0.1%	0.0%	\$180	Kent
King County (Uninc.)	129,665	9.2%	\$16,265,512,387	6.1%	166.03	35.7%	17.0%	\$94,041	King County (Uninc.)
Kirkland	81,730	5.8%	\$14,356,215,877	5.4%	17.81	3.8%	5.0%	\$27,719	Kirkland
Lake Forest Park	12,680	0.9%	\$1,844,674,400	0.7%	3.51	0.8%	0.8%	\$4,330	Lake Forest Park
Maple Valley	2,454	0.2%	\$357,899,600	0.1%	1.3	0.3%	0.2%	\$1,085	Maple Valley
Medina	3,000	0.2%	\$2,822,326,500	1.1%	1.41	0.3%	0.5%	\$2,918	Medina
Mercer Island	22,720	1.6%	\$9,132,580,404	3.5%	6.21	1.3%	2.1%	\$11,790	Mercer Island
Mill Creek	18,600	1.3%	\$3,048,481,121	1.2%	4.68	1.0%	1.2%	\$6,404	Mill Creek
Mountlake Terrace	20,160	1.4%	\$2,269,630,481	0.9%	4.17	0.9%	1.1%	\$5,862	Mountlake Terrace
Mukilteo	20,440	1.4%	\$3,843,580,393	1.5%	6.00	1.3%	1.4%	\$7,722	Mukilteo
Newcastle	10,640	0.8%	\$1,888,944,600	0.7%	4.46	1.0%	0.8%	\$4,471	Newcastle
Redmond	55,840	3.9%	\$11,941,569,998	4.5%	16.45	3.5%	4.0%	\$22,123	Redmond
Renton	59,193	4.2%	\$6,961,057,377	2.6%	13.81	3.0%	3.3%	\$18,040	Renton
Sammamish	48,060	3.4%	\$8,110,684,304	3.1%	17.05	3.7%	3.4%	\$18,675	Sammamish
Seattle	435,487	30.7%	\$92,061,834,922	34.8%	53.01	11.4%	25.6%	\$141,950	Seattle
Shoreline	53,670	3.8%	\$7,322,409,100	2.8%	11.59	2.5%	3.0%	\$16,693	Shoreline
Sno. Co. (Uninc.)	159,369	11.3%	\$20,454,964,615	7.7%	55.51	11.9%	10.3%	\$57,030	Snoh. Co. (Uninc.)
Woodinville	10,990	0.8%	\$2,507,893,071	0.9%	5.66	1.2%	1.0%	\$5,424	Woodinville
Woodway	1,300	0.1%	\$441,766,909	0.2%	1.08	0.2%	0.2%	\$905	Woodway
Yarrow Point	1,015	0.1%	\$838,037,500	0.3%	0.36	0.1%	0.2%	\$859	Yarrow Point
Totals	1,416,568	100.0%	\$264,679,455,371	100.0%	465.69	100.0%	100.0%	\$553,713	Totals
								\$553,713	

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

- Parcels with 2013 Assessment data
- 2010 Census Tracts
- 2013 Population
- King County Cities
- Snohomish County Cities

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INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds
within the geographic planning area of Water Resource Inventory Area 9 (which
includes portions of Water Resource Inventory Areas 8, 10, and 15)

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

WHEREAS, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and since amended ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005 and 2006 to ratify the **Salmon Habitat Plan**, and

WHEREAS, the Parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 in implementing the **Salmon Habitat Plan**; and

WHEREAS, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

WHEREAS, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

WHEREAS, the Parties wish to monitor and evaluate implementation of the **Salmon Habitat Plan** through adaptive management; and

WHEREAS, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the **Salmon Habitat Plan**; and

WHEREAS, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound to health and sustain that health by 2020; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the **Salmon Habitat Plan**; and

WHEREAS, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

WHEREAS, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

WHEREAS, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.
 - 1.2 **WRIA 9 ILA PARTIES:** The **Parties to the WRIA 9 Interlocal Agreement** are the Parties who sign this Agreement and are the Parties responsible for implementing this

Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the **WRIA 9 Watershed Ecosystem Forum**.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The **WRIA 9 Watershed Ecosystem Forum** referred to herein is the cooperative body comprised of the designated representatives of the **WRIA 9 ILA Parties** and a balance of **Stakeholder** representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the **Salmon Habitat Plan**. The **WRIA 9 Watershed Ecosystem Forum** shall be an advisory body responsible for making recommendations for implementing the **Salmon Habitat Plan** including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The **Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)** is the plan developed by the **WRIA 9 Watershed Ecosystem Forum** and ratified by all of the parties to an interlocal agreement for its development and implementation. The **Salmon Habitat Plan** recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The **Salmon Habitat Plan** may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the **Salmon Habitat Plan**. Efforts under the **Salmon Habitat Plan** are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The **Salmon Habitat Plan** constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The **Management Committee** as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the **Management Committee** are chosen by the **WRIA 9 ILA Parties**, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the **WRIA 9 ILA Parties'** behalf.
- 1.6 **SERVICE PROVIDER:** The **Service Provider**, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the **WRIA 9 ILA Parties**, in exchange for payment. The **Service Provider** may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government which performs all accounting services for the **WRIA 9 ILA Parties** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the ***Salmon Habitat Plan***, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.
 - 2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.
 - 2.3 To provide information for ***WRIA 9 ILA Parties*** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
 - 2.4 To provide a mechanism and governance and funding structures for jointly implementing the ***Salmon Habitat Plan***.
 - 2.5 To develop and take actions on key issues during the implementation of the ***Salmon Habitat Plan***.
 - 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
 - 2.7 To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with ***the Salmon Habitat Plan***.
 - 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the ***Salmon Habitat Plan***.
 - 2.9 To provide a mechanism for implementing other multiple benefit habitat, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 9 ILA Parties*** and ***Watershed Ecosystem Forum***.
 - 2.10 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.11 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.

- 2.12 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.
- 2.13 To provide a mechanism to approve and support, through resources and funding from grant sources or other means, implementation of restoration and protection projects and programs.
- 2.14 To provide a mechanism for on-going monitoring and adaptive management of the **Salmon Habitat Plan** as defined in the Plan and agreed to by the **WRIA 9 ILA Parties** and **Watershed Ecosystem Forum**.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.
- 4. **ORGANIZATION AND MEMBERSHIP.** The Parties to this Agreement serve as the formal governance structure for carrying out the purposes of this Agreement.
 - 4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position.
 - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the **WRIA 9 ILA Parties** shall meet and choose from among its members, according to the

provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **WRIA 9 ILA Parties**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **WRIA 9 ILA Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA 9 ILA Parties** for action, consistent with other subsections of this section. The appointed representatives of the **WRIA 9 ILA Parties** shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.

4.3 The services cost-shared under this agreement shall be provided to the **WRIA 9 ILA Parties and the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA 9 ILA Parties**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.

4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the Parties to this Agreement.

4.4 The **WRIA 9 ILA Parties** by September 1 of each year shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the

WRIA 9 Management Committee. Individual Party cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such Party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the Parties that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those Parties purchasing the additional services.

4.5 The **WRIA 9 ILA Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **WRIA 9 ILA Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.

4.6 The **WRIA 9 ILA Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.

4.7 The Parties to the **WRIA 9 Interlocal Agreement** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The **WRIA 9 ILA Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **WRIA 9 ILA Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous

agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.

5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the Parties to the **WRIA 9 Interlocal Agreement**, the **WRIA 9 ILA Parties** shall take action on a dual-majority basis, as follows:

5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9** action.

5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

6.1 The **WRIA 9 Watershed Ecosystem Forum** shall provide information to the **WRIA 9 ILA Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **WRIA 9 Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **WRIA 9 ILA Parties** may authorize additional advisory bodies to the **WRIA 9 Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **WRIA 9 ILA Parties**.

6.2 The **WRIA 9 ILA Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **WRIA 9 Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **WRIA 9 Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **WRIA 9 ILA Parties** for decision.

6.3 The **WRIA 9 ILA Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or

ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **WRIA 9 ILA Parties** shall undertake a review for consideration of the remanded changes to the plan. The **WRIA 9 ILA Parties** may include further referral to the **WRIA 9 Watershed Ecosystem Forum** for recommendation or amendments thereto.

6.5 The Parties agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any Party to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **WRIA 9 ILA Parties** under this Agreement, including all such obligations related to the **WRIA 9 ILA Parties** and **WRIA 9 Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.

7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.

7.3 No later than September 1 of each year of this Agreement, the **WRIA 9 ILA Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.

7.4 Funds collected from the Parties or other sources on behalf of the **WRIA 9 ILA Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 ILA Parties** pursuant to rules and procedures established and agreed to by the **WRIA 9 ILA Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

- 7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **WRIA 9 ILA Parties** shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **WRIA 9 ILA Parties** and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 9 ILA Parties** as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the **WRIA 9 ILA Parties** as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other

Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 9 ILA Parties* or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
- 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
- 19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF AUBURN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BLACK DIAMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BURIEN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF COVINGTON:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF DES MOINES:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF ENUMCLAW:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF FEDERAL WAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NORMANDY PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF RENTON:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SEATAC:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SEATTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF TACOMA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF TUKWILA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
WRIA Based Cost Share: WRIA 9
Regional Watershed Funding
For 2016

Total: \$424,320

Note: Beginning with the 2017 cost shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2016-2025.

Watershed Ecosystem Forum Approved May 14, 2015

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost-Share Amount (Average of Pop, AV, Area)*	WRIA 9 Jurisdiction	
1 Algona*	0.23%	1,543	0.19%	\$197,378,600	0.16%	363.06	0.19%	\$784	1 Algona
2 Auburn*	6.06%	40,956	5.06%	\$5,318,451,800	5.67%	12,550.28	5.59%	\$22,686	2 Auburn
3 Black Diamond	0.61%	4,120	0.57%	\$595,345,385	1.95%	4,308.20	1.04%	\$4,219	3 Black Diamond
4 Burien	6.51%	44,006	5.10%	\$5,356,038,587	2.86%	6,340.17	4.82%	\$19,554	4 Burien
5 Covington	2.54%	17,190	1.86%	\$1,954,508,239	1.70%	3,773.03	2.04%	\$8,252	5 Covington
6 Des Moines	4.30%	29,090	2.66%	\$2,792,105,100	1.78%	3,951.55	2.91%	\$11,817	6 Des Moines
7 Enumclaw*	0.65%	4,366	0.55%	\$573,979,500	0.62%	1,380.31	0.61%	\$2,453	7 Enumclaw
8 Federal Way*	9.01%	60,918	5.06%	\$5,316,134,126	3.63%	8,048.27	5.90%	\$23,925	8 Federal Way
9 Kent*	16.35%	110,605	12.06%	\$12,671,122,513	9.84%	21,781.73	12.75%	\$51,698	9 Kent
10 King County*	15.04%	101,701	10.66%	\$11,206,469,402	53.44%	118,333.97	26.38%	\$106,972	10 King County
11 Maple Valley*	1.67%	11,299	1.77%	\$1,863,263,500	1.37%	3,034.15	1.60%	\$6,507	11 Maple Valley
12 Normandy Park	0.95%	6,435	1.23%	\$1,289,320,500	0.72%	1,593.21	0.97%	\$3,917	12 Normandy Park
13 Renton*	4.47%	30,221	4.09%	\$4,299,847,610	2.75%	6,096.59	3.77%	\$15,291	13 Renton
14 SeaTac	3.78%	25,530	2.78%	\$2,918,228,100	1.85%	4,092.51	2.80%	\$11,354	14 SeaTac
15 Seattle*	25.18%	170,297	42.49%	\$44,654,964,773	9.00%	19,919.60	25.55%	\$103,624	15 Seattle
16 Tukwila	2.66%	18,000	3.90%	\$4,096,959,014	2.65%	5,867.21	3.07%	\$12,448	16 Tukwila
	100.0%	676,277	100.0%	\$105,104,116,749	100.0%	221,433.83	100.0%	\$405,500	SUBTOTAL
							+Tacoma	\$18,820	
								\$424,320 TOTAL	

NOTES: Cost shares reflect 2009 annexations of North Highline to Burien and Kent NE to Kent. No annexations or incorporations have occurred since these two major annexations.

DATA SOURCES:

- 2007 Puget Sound Regional Council population estimates by census tract.
- 2009 King County Assessor's data. Assessed value of parcels owned by Port of Seattle Aviation Division is excluded from the analysis.
- Adjusted Acres excludes the Upper Green River subwatershed from King County's area and excludes Port of Seattle Aviation Division properties (airport and residential buyouts) from Burien, Des Moines, and SeaTac shares.

* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9 (% population + % assessed value + % area divided by 3 = Cost Share)

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August 31, 2015

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

Dear Councilmember Phillips:

This letter transmits an ordinance that will enable King County to renew interlocal agreements (ILAs) to continue salmon conservation efforts with partners in the following watersheds: the Snoqualmie and South Fork Skykomish Watershed within Water Resource Inventory Area (WRIA) 7, the Lake Washington/Cedar/Sammamish Watershed also known as WRIA 8, and the Green/Duwamish and Central Puget Sound Watershed also known as WRIA 9.

In response to the listing of Puget Sound Chinook salmon under the federal Endangered Species Act, King County and other partners have been working together since 2001 to implement watershed-based salmon conservation plans in the Snoqualmie portion of WRIA 7, and in the WRIA 8 and WRIA 9 watersheds. The current ILAs expire on December 31, 2015.

Despite efforts to date, in King County and throughout Puget Sound, Chinook salmon populations have experienced a general downward trend over the last ten years. One exception to the downward trend in Chinook populations is in the Cedar River which has experienced positive trends in both adult Chinook abundance and juvenile Chinook productivity in recent years. Overall, the rate of recovery plan implementation has been slower than anticipated and many of the larger habitat restoration projects have only recently been completed as we worked to secure multiple sources of funding. Salmon conservation is a long-term effort and significant priority project and program work remains to be done.

Working together to address salmon recovery issues is more effective and protective than each of the partners addressing issues individually. Continuing collaborative watershed-based salmon conservation efforts in the Snoqualmie portion of WRIA 7 and in the WRIA 8 and 9 Watersheds will have the following benefits for King County and ILA partners:

- Provide a governance structure for implementation and adaptive management of salmon conservation plans in King County's major watersheds;
- Share the cost of coordinating and tracking implementation of salmon plans;
- Provide a means for securing state and federal funding for salmon conservation;
- Provide a structure for recommending projects and programs for funding by the King County Flood Control District's Cooperative Watershed Management grant program;
- Increase coordination among the many diverse partners to address issues with watershed-wide implications; and
- Demonstrate our collective commitment to recovering listed species under the Endangered Species Act.

This legislation meets the Strategic Plan goal of Environmental Sustainability by protecting and restoring biodiversity. It also furthers the goals of King County's Equity and Social Justice Initiative. Chinook salmon are vitally important to western Washington treaty tribes both culturally and economically. Western Washington tribes strongly assert that their treaty rights are at risk due to the continued decline of salmon. Renewing the WRIA ILAs is an important way for King County to show its continued commitment to restoring harvestable levels of salmon and tribal treaty rights.

Continuing to restore salmon habitat also supports King County's Strategic Climate Action Plan. High priority salmon recovery actions such as reconnecting floodplains, protecting forest cover and restoring riparian areas will make watersheds more resilient and help to offset climate change impacts.

Thank you for consideration of this ordinance. This important legislation will help to ensure that the extraordinary level of interjurisdictional cooperation and productivity achieved

The Honorable Larry Phillips

August 31, 2015

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through the through the King County portion of WRIA 7, WRIA 8 and 9 salmon recovery efforts continues and that salmon continue to be a part of King County's environmental and cultural heritage. If you have any questions, please contact Mark Isaacson, Division Director of the Water and Land Resources Division in the Department of Natural Resources and Parks, at 206-477-4601.

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

Christie True, Director, Department of Natural Resources and Parks (DNRP)

Mark Isaacson, Director, Water and Land Resources Division, DNRP

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2015/2016 FISCAL NOTE

Ordinance/Motion: 2015-XXXX

Title: Interlocal Agreements with WRIA 7, 8 and 9 for 2016-2025 to continue salmon conservation efforts.

Affected Agency and/or Agencies: Water and Land Resources Division, Department of Natural Resources and Parks

Note Prepared By: JoDee Relph

Date Prepared: July 16, 2015

Note Reviewed By: Steve Oien

Date Reviewed: July 17, 2015

Description of request:

This updates the Water Resource Inventory Area (WRIA) interlocal agreements between King County and participating jurisdictions through 2025 to continue salmon conservation efforts.

Revenue to:

Agency	Fund Code	Revenue Source	2015/2016	2017/2018	2019/2020
DNRP/WLR/WRIA 7	1210	ILA Fees	23,409	48,946	51,927
DNRP/WLR/WRIA 7	1210	SWM Share *	367,658	768,736	815,552
DNRP/WLR/WRIA 8	1210	ILA Fees	459,672	961,128	1,019,661
DNRP/WLR/WRIA 8	1210	SWM Share *	94,041	196,630	208,605
DNRP/WLR/WRIA 9	1210	ILA Fees	317,348	663,543	703,953
DNRP/WLR/WRIA 9	1210	SWM Share *	106,972	223,668	237,289
TOTAL			1,369,100	2,862,651	3,036,987

Expenditures from:

Agency	Fund Code	Department	2015/2016	2017/2018	2019/2020
DNRP/WLR/WRIA 7	1210	DNRP/WRLD	391,067	817,682	867,479
DNRP/WLR/WRIA 8	1210	DNRP/WRLD	553,713	1,157,759	1,228,266
DNRP/WLR/WRIA 9	1210	DNRP/WRLD	424,320	887,211	941,242
TOTAL			1,369,100	2,862,651	3,036,987

Expenditures by Categories

	2015/2016	2017/2018	2019/2020
Salaries and benefits - DNRP/WLR/WRIA 7	355,773	743,886	789,188
Salaries and benefits - DNRP/WLR/WRIA 8	476,943	997,240	1,057,972
Salaries and benefits - DNRP/WLR/WRIA 9	398,191	832,578	883,282
Supplies/Services - DNRP/WLR/WRIA 7	35,294	73,796	78,290
Supplies/Services - DNRP/WLR/WRIA 8	76,770	160,518	170,294
Supplies/Services - DNRP/WLR/WRIA 9	26,129	54,633	57,960
TOTAL	1,369,100	2,862,651	3,036,987

Does this legislation require a budget supplemental? No

Notes and Assumptions: Each WRIA has its own Interlocal Agreement (ILA) with all participating jurisdictions. In accordance with each ILA, both King County and participating jurisdictions pay an allocation as described in the ILA's. The assumption is that the overall expenditures will increase approximately 3% each year over the next 10 years with revenue increasing to cover expenditures as described in the ILA's. There are no fiscal impacts included for 2015, the 2015/2016 column includes only fiscal impacts included in the proposed ILA renewal, effective 1/1/16.

*Revenue for KC Shares are from Surface Water Management (SWM) fees which are transferred from the SWM Fund to the Shared Services Fund annually to cover King County's portion per each WRIA ILA Agreement.

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Carnation

Duvall

King County

North Bend

Snoqualmie

Snoqualmie Tribe

SNOQUALMIE WATERSHED FORUM

ATTACHMENT 4



Status of Snoqualmie Watershed Forum ILA Renewal (10-15-2015)

Jurisdiction (cost-share)	Approval date or status	Comments
<i>Current members:</i>		
Duvall (\$3,235)	July 7, 2015	
Snoqualmie (\$5,985)	July 27, 2015	
North Bend (\$3087)	August 26, 2015	
Carnation (\$866)	July 22, 2015	
Snoqualmie Tribe (\$5069)	July 31, 2015	
King County (\$367,658)	Pending	October Council Action
<i>New members (beginning 2016):</i>		
Tulalip Tribes (\$5069)	August 10, 2015	
Town of Skykomish (\$99)	September 15, 2015	



Schedule of WRIA 8 ILA Renewal Approvals

#	Jurisdiction	Review/Consideration	Approved	Signed	
1	Beaux Arts		Yes	9/8/2015	✘
2	Bellevue	10/19/2015			
3	Bothell	10/6/2015	Yes		
4	Clyde Hill		Yes	8/13/2015	✘
5	Edmonds	Oct. ?			
6	Hunts Point	9/14/2015	Yes	9/14/2015	✘
7	Issaquah		Yes	7/24/2015	✘
8	Kenmore	Jason W. following up w/Richard Sawyer			
9	Kent		Yes	8/26/2015	✘
10	King County	10/20/15(?) TrEE Cmte. briefing; 11/17 approval			
11	Kirkland	10/6/2015	Yes		
12	Lake Forest Park		Yes	7/23/2015	✘
13	Maple Valley	10/12/2015	Yes		
14	Medina	12/14/2015			
15	Mercer Island	follow-up w/Jason Kintner			
16	Mill Creek	10/13/15 Council meeting	Yes		
17	Mountlake Terrace	9/21/2015	Yes	9/21/2015	✘
18	Mukilteo	9/21/2015	Yes	9/29/2015	✘
19	Newcastle	Next Council meeting 10/6/2015 or?			
20	Redmond	10/20/2015			
21	Renton	9/14/2015 Council meeting	Yes	9/21/2015	✘
22	Sammamish	10/6/2015 Council meeting	Yes	10/7/2015	✘
23	Seattle		Yes	7/23/2015	✘
24	Shoreline	10/26 Council meeting consent agenda item			
25	Snohomish County	Routing for Sig/Contracts Dept. + PAO + Council, 12/2015			
26	Woodinville	10/6/2015	Yes		
27	Woodway	9/21/2015	Yes	9/22/2015	✘
28	Yarrow Point	10/20/2015			
Total Signed ILAs Returned					12
Additional Needed to be Effective*					0

*ILA becomes "effective on January 1, 2016 provided it has been signed by that date by at least nine (9) of the eligible local governments within WRIA 8 representing at least seventy percent (70%) of the affected population".

Schedule of WRIA 9 ILA Renewal Approvals

#	Jurisdiction	Review/Consideration	Approved	Signed	
1	Algona	City legal review			
2	Auburn	City Council (CC) Study Session 7/27; CC 8/3	Yes	8/4/2015	✘
3	Black Diamond	Introduced to CC 8/11; For CC approval 8/20	Yes	8/21/2015	✘
4	Burien	CC consent agenda 6/30	Yes	6/19/2015	✘
5	Covington	CC 8/11	Yes	8/19/2015	✘
6	Des Moines	CC 7/23	Yes	7/29/2015	✘
7	Enumclaw	CC 8/10	Yes	8/11/2015	✘
8	Federal Way	CC 7/21	Yes	8/10/2015	✘
9	Kent	PW Cmte. 7/6; Forwarded to CC	Yes	8/10/2015	✘
10	King County	In the hopper			
11	Maple Valley	Full CC 10/12	Yes		
12	Normandy Park	Full CC 8/11	Yes	8/14/2015	✘
13	Renton	Full CC, Concur Agenda 9/14	Yes	9/21/2015	✘
14	SeaTac	CC Study Session; Full CC 8/11	Yes	8/14/2015	✘
15	Seattle	Director SPU	Yes	7/1/2015	✘
16	Tacoma	Board Study Session 7/22; Board for approval 8/12; Presentation to Infrastructure, Planning & Sustainability Cmte. 9/10; full CC 9/15	Yes	9/21/2015	✘
17	Tukwila		Yes	7/29/2015	✘
				Total Signed ILAs Returned	14
				Additional Needed to be Effective*	0

*ILA becomes "effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9".

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King County

**Metropolitan King County Council
Transportation, Economy and Environment Committee**

MEMORANDUM

Date: October 20, 2015

TO: Transportation, Economy and Environment Committee Members

FM: Mary Bourguignon, Council Staff

RE: Grant Alerts

The Transportation, Economy and Environment Committee has received notice that the Water, Land and Resources Division of the Department of Natural Resources and Parks has submitted the following grant request to outside funders:

- *15-037 WRIA9 Cooperative Riparian Habit Improvement Project*
- *15-038 Duwamish Floating Wetlands*

ATTACHMENTS:

1. Grant Alert Form

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King County

Office of Performance, Strategy and Budget
 Chinook Building
 401 Fifth Avenue, Suite 810
 Seattle, WA 98104

RECEIVED

2015 SEP 29 PM 3: 26

CLERK
KING COUNTY COUNCIL

September 24, 2015

MEMORANDUM

TO: Larry Phillips, Chair, King County Council

FM: Jonathan Swift, Deputy Director, Office of Performance, Strategy and Budget

RE: WRIA9 Cooperative Riparian Habit Improvement Project

Enclosed is a King County Grant Alert, advising Council of the department's intent to apply for the above-entitled Grant. This grant application is due to grantor on 9/18/15 with a potential award of \$100,000. If you have any questions, please contact Steven J. Burke, at 206-477-4639.

cc: King County Councilmembers
 John Resha, Council Committee Staff
 Patrick Hamacher, Senior Principal Legislative Analyst, BFM Staff
 Anne Noris, Clerk of the Council
 Jillian Andrews, Budget Analyst, Office of Performance, Strategy and Budget (PSB)
 Lynn McKiernan Ngarl, Grant Financial Officer, FBOD
 Ayesha Kelly, Administrator, PSB
 Jo Anne Fox, Budget Analyst, PSB

King County Grant Alert

REVIEW/APPROVAL
 Date Rec'd _____ Date Appr'd _____ Initials _____
 Dept _____
 Budget 9115
 OFM Control No. 15-031

WRIA9 Cooperative Riparian Habitat Improvement Project
 Preliminary Project Title
 SEP 21 2015

Department Parks and Natural Resources
 Division Water and Land Resources
 Program Noxious Weed Control
 Contact Steven J Burke
 Phone _____

BASIC GRANT INFORMATION

Grantor King County Flood Control District CWM Grant Program--WRIA9 "Green the Green"
 Application Due Date September 18, 2015
 Date Award to be Announced October 15, 2015

Grantor's Statement of Intent in Letting Grant Proposal

The WRIA 9 Watershed Ecosystem Forum, via the King County Flood Control District through the Cooperative Watershed Management (CWM) Grant program will fund projects that help improve conditions for salmon through tree planting in the Green/Duwamish and Central Puget Sound watersheds. Eligible funding items include: Staffing time, including planning, landowner outreach and volunteer and/or crew coordination; Materials and supplies, including plants, tools and weed control; Plant maintenance including watering, invasive management and plant replacement; Environmental education activities and/or training that are associated with a planting event or ongoing stewardship; Outreach materials and advertising costs for volunteer or landowner events; Plant monitoring, progress tracking and grant reporting.

Potential King County Budget Impact

	2015	2016	2017	2018	2019
Potential Award Amount:	\$ -	\$ 25,500	\$ 25,500	\$ 25,500	\$ -
Required CX Cash Match:	\$ -	\$ -	\$ -	\$ -	\$ -
Required Other Match:	\$ -	\$ 11,129	\$ 11,129	\$ 11,129	\$ -
Total Potential Value:	\$ -	\$ 36,629	\$ 36,629	\$ 36,629	\$ -
% of Fund Appropriation:	0.0%	0.6%	0.6%	0.6%	#DIV/0!
Possible FTE Additions:					

Award Maximums: \$ 100,000
 Range of Years Covered: 2016-2018

Does this grant replace currently appropriated funds?
 YES NO
 If yes, amount displaced: _____
 Source of displace funds: _____

PRELIMINARY DESCRIPTION OF KING COUNTY PROPOSAL

The King County Noxious Weed Control Program and Forterra propose to build on previous, successful efforts to reduce the impact of noxious weeds in riparian ecosystems in WRIA 9 on the Green River, Big Soos Creek and Jenkins Creek by controlling knotweed and other riparian weeds to improve riparian health, thereby supporting and improving water quality and salmonid habitat in the watershed on public and private lands. Additionally, this project will provide riparian planting of native shrubs and trees, replacing the noxious weeds and providing benefits to ecosystem health and function.

Future Funding Liabilities (including sun-setting costs, if applicable - see instructions): Minimal, once complete project partners plan to perform maintenance & monitoring

EXISTING POLICY/PLAN ENABLING THIS GRANT

This project supports policies and the workplan of the WRIA 9, Green/Duwamish and Central Puget Sound Watershed Salmon Habitat Plan. Noxious weed control supports the plan by maintaining vegetation at habitat restoration and protection projects. Maintenance of such noxious weeds protects habitat value within the project area. Noxious weeds displace native vegetation and trees that provide shade to stream channels and lower water temperature. Noxious weeds, such as invasive knotweed does not provide woody debris and adds channel complexity to the riverine environment, it can also have a destabilizing influence on bank stability and channel migration. By removing these damaging plants and implementing a comprehensive restoration planting program, this project will restore areas that had noxious weed infestations as well as supplement native plant and tree species in areas that are lacking vegetative cover. This increased cover will provide shade for the Green/Duwamish River and tributaries, benefiting temperature as well as overall water quality and habitat value. This project compliments similar work upstream, started in 2004.

REQUIRED KING COUNTY COUNCIL ACTION, IF APPLICABLE

- Implementation of this grant will require execution of an Interlocal Agreement. A transmittal of proposed legislation is forthcoming.
- Either the application or implementation would benefit from King County Council pre-authorization. A transmittal of proposed legislation is forthcoming.

KING COUNTY FLOOD CONTROL_ZONE DISTRICT NOTIFICATION

- A copy of this grant alert has been provided to the King County Flood Control Zone District's Executive Committee and Executive Director.



King County

Office of Performance, Strategy and Budget
 Chinook Building
 401 Fifth Avenue, Suite 810
 Seattle, WA 98104

RECEIVED

2015 SEP 29 PM 3:26

CLERK
 KING COUNTY COUNCIL

September 24, 2015

MEMORANDUM

TO: Larry Phillips, Chair, King County Council

FM: Jonathan Swift, Deputy Director, Office of Performance, Strategy and Budget

RE: Duwamish Floating Wetlands

Enclosed is a King County Grant Alert, advising Council of the department's intent to apply for the above-entitled Grant. This grant application is due to grantor on 9/16/15 with a potential award of \$300,000. If you have any questions, please contact Mason Bowles, at 206-477-4651.

cc: King County Councilmembers
 John Resha, Council Committee Staff
 Patrick Hamacher, Senior Principal Legislative Analyst, BFM Staff
 Anne Noris, Clerk of the Council
 Jillian Andrews, Budget Analyst, Office of Performance, Strategy and Budget (PSB)
 Lynn McKiernan Ngarl, Grant Financial Officer, FBOD
 Ayesha Kelly, Administrator, PSB
 Jo Anne Fox, Budget Analyst, PSB

KING COUNTY Grant Alert

REVIEW/APPROVAL

Department DNRP
 Division WLRD
 Program RRSS
 Contact Mason Bowles
 Phone 206-477-4651

Duwamish Floating Wetlands
 Preliminary Project Title
 SEP 21 2015

Date Rec'd 9/17/15 Date Approved 9/17/15 Initials [Signature]
 Dept WLRD
 Budget RRSS
 OFM Control No. 15-038

BASIC GRANT INFORMATION

Grantor King County Wastewater Treatment Division

Application Due Date September 16, 2015
 Date Award to be Announced January 1, 2016

Grantor's Statement of Intent in Letting Grant Proposal

King County Wastewater Treatment Division's mission is to protect public health and enhance the environment by collecting and treating wastewater while recycling valuable resources for the Puget Sound region. The purpose of the WaterWorks Grant Program is to support sound investments in clean water and the community. WaterWorks seeks to do this by providing funding for organizations to conduct projects that:

- Create a benefit to or improvement of water quality within WTD's service area and benefit its ratepayers; and
- Demonstrate that water quality benefits are related to WTD's regional water quality responsibilities.

Potential King County Budget Impact

	2015	2016	2017	2018	2019
Potential Award Amount:	\$ -	\$ 114,000	\$ 145,682	\$ 37,500	
Required CX Cash Match:	\$ -				
Required Other Match:					
Total Potential Value:	\$ -	\$ 114,000	\$ 145,682	\$ 37,500	\$ -
% of Fund Appropriation:	0.0%	0.0%	0.0%	0.0%	0.0%
Possible FTE Additions:					

Award Maximums: \$ 300,000
 Range of Years Covered: 3

Does this grant replace currently appropriated funds?
 YES NO

If yes, amount displaced:
 Source of displace funds:

PRELIMINARY DESCRIPTION OF KING COUNTY PROPOSAL

The purpose of the Duwamish Floating Wetland project is to demonstrate an innovative approach to improving water quality and enhancing habitat for salmonids. Floating wetlands mimic natural wetlands using floating mats of native wetland plants to improve water quality and provide habitat for aquatic organisms. The benefits of floating wetlands include carbon sequestration; reduction of phosphorous, ammonia, nitrogen, heavy metals, and other aquatic pollutants; reduction of biological oxygen demand and food chain reconections; climate adaptation and water temperature mitigation; habitat renewal; and shoreline protection and beautification. Floating wetland offer an integrated approach to enhancing water quality and habitat restoration that can improve ecosystem services within the WTD service area. The project goal is to learn what types of floating wetlands are most effective at enhancing shorelines, improving water quality and providing salmon habitat. Floating wetland designs and materials will be adapted to support the local flora and fauna of the Puget Sound ecoregion and then monitored to evaluate their effectiveness.

Future Funding Liabilities (including sun-setting costs, if applicable - see instructions):

EXISTING POLICY/PLAN ENABLING THIS GRANT

REQUIRED KING COUNTY COUNCIL ACTION, IF APPLICABLE

Implementation of this grant will require execution of an Interlocal Agreement. A transmittal of proposed legislation is forthcoming.
 Either the application or implementation would benefit from King County Council pre-authorization. A transmittal of proposed legislation is forthcoming.

KING COUNTY FLOOD CONTROL ZONE DISTRICT NOTIFICATION

A copy of this grant alert has been provided to the King County Flood Control Zone District's Executive Committee and Executive Director.