King County

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

Committee of the Whole

Claudia Balducci, Chair;
Teresa Mosqueda, Vice Chair;
Jorge Barón, Rod Dembowski, Reagan Dunn, Sarah Perry,
De'Sean Quinn, Pete von Reichbauer, Girmay Zahilay

Lead Staff: Andy Micklow (206-263-3226)
Committee Clerk: Blake Wells (206-263-1617)

9:30 AM | **Monday, October 6, 2025** | **Hybrid Meeting**

REVISED AGENDA

Hybrid Meetings: Attend the King County Council committee meetings in person in Council Chambers (Room 1001), 516 3rd Avenue in Seattle, or through remote access. Details on how to attend and/or to provide comment remotely are listed below.

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.

HOW TO PROVIDE PUBLIC COMMENT: The Committee of the Whole values community input and looks forward to hearing from you on agenda items.

There are three ways to provide public comment:
1. In person: You may attend the meeting and provide comment in the Council Chambers.
2. By email: You may comment in writing on current agenda items by submitting your email comments to kcccomitt@kingcounty.gov. If your email is received before 8:00 a.m. on the day of the meeting, your email comments will be distributed to the committee members and appropriate staff prior to the meeting.
3. Remote attendance at the meeting by phone or computer: You may provide oral comment on current agenda items during the meeting's public comment period by connecting to the meeting via phone or computer using the ZOOM application at https://zoom.us/signin, and entering the webinar ID number below.



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You are not required to sign up in advance. Comments are limited to current agenda items.

You have the right to language access services at no cost to you. To request these services, please contact Language Access Coordinator, Tera Chea, at 206 477 9259 or email Tera.chea2@kingcounty.gov by 8:00 a.m. three business days prior to the meeting.

CONNECTING TO THE WEBINAR:
Webinar Meeting ID: 872 3341 5187

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HOW TO WATCH/LISTEN TO THE MEETING REMOTELY: There are several ways to watch or listen in to the meeting:
1) Stream online via this link: www.kingcounty.gov/kctv, or input the link web address into your web browser.
2) Watch King County TV Comcast Channel 22 and 322(HD), Astound Broadband Channels 22 and 711(HD).
3) Listen to the meeting by telephone – See "Connecting to the Webinar" above.

To help us manage the meeting, if you do not wish to be called upon for public comment please use the Livestream or King County TV options listed above, if possible, to watch or listen to the meeting.

1. **Call to Order**

2. **Roll Call**

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

3. **Approval of Minutes** p. 6

   September 23, 2025 meeting minutes

4. **Public Comment**



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Consent

5. Proposed Motion No. 2025-0262 **p. 10**

A MOTION confirming the executive's appointment of Aliye Aliye, who resides in council district seven, to the King County immigrant and refugee commission.

Sponsors: von Reichbauer

Melissa Bailey, Council staff

Briefing

6. Briefing No. 2025-B0148 **p. 17**

Transit Safety Report

Mary Bourguignon, Council staff
Sacha Taylor, Transit Safety Task Force facilitator
Ashley Street, Transit Safety Task Force facilitator
Michelle Allison, General Manager, Metro Transit Department
Greg Woodfill, President, Amalgamated Transit Union (ATU) Local 587

Discussion and Possible Action

7. Proposed Ordinance No. 2025-0141 **p. 97**

AN ORDINANCE authorizing the executive to execute an amendment extending the term of fiber optic installation and maintenance agreements; authorizing the executive to enter into future project agreements under approved general terms and conditions; and authorizing the executive to execute two project agreements for fiber optic installation and maintenance with the city of Seattle and the Washington state Department of Transportation.

Sponsors: von Reichbauer

Brandi Paribello, Council staff



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8. Proposed Ordinance No. 2025-0214 **p. 186**

AN ORDINANCE relating to the sale of environmental attributes held by the county; authorizing the executive office of climate to enter into an agreement with an environmental services aggregator who would support the tracking and reporting of low-carbon fuels usage in county fleets and production of low-carbon fuels to generate credits in the Washington Clean Fuels Program and manage the sale of credits to producers and suppliers of regulated fuels.

Sponsors: Quinn

Jenny Giambattista, Council staff

9. Proposed Motion No. 2025-0272 **p. 248**

A MOTION approving the 2026 budget and work program for ARCH, A Regional Coalition for Housing.

Sponsors: Balducci

Olivia Brey, Council staff

10. Proposed Motion No. 2025-0273 **p. 276**

A MOTION approving the 2026 work plan and 2026 budget for SKHHP, South King Housing and Homelessness Partners.

Sponsors: Balducci

Olivia Brey, Council staff

11. Proposed Ordinance No. 2025-0284 **p. 293**

AN ORDINANCE regarding membership on the King County board of health; and amending Ordinance 19418, Section 1, as amended, and K.C.C. 2.35.021, Ordinance 19418, Section 3, as amended, and K.C.C. 2.35.022, and Ordinance 19418, Section 5, as amended, and K.C.C. 2.35.026.

Sponsors: Mosqueda

Sam Porter, Council staff

12. Briefing No. 2025-B0151 **p. 305**

Federal Government Update Impacts on Operations and Funding

Dwight Dively, Director, Office of Performance, Strategy, and Budget



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Other Business

Adjournment



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King County

1200 King County Courthouse
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Meeting Minutes

Committee of the Whole

Claudia Balducci, Chair;
Teresa Mosqueda, Vice Chair;
Jorge Barón, Rod Dembowski, Reagan Dunn, Sarah Perry,
De'Sean Quinn, Pete von Reichbauer, Girmay Zahilay

Lead Staff: Andy Micklow (206-263-3226)
Committee Clerk: Blake Wells (206-263-1617)

9:30 AM | **Tuesday, September 23, 2025** | **Hybrid Meeting**

DRAFT MINUTES

1. Call to Order

Chair Balducci called the meeting to order at 9:36 AM.

2. Roll Call

Present: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

3. Approval of Minutes

Councilmember Barón moved approval of the August 26, 2025 meeting minutes. There being no objections, the minutes were approved.

4. Public Comment

There was no one present to provide public comment.

Consent

5. **Proposed Motion No. 2025-0274**

A MOTION approving the extension of the executive's appointment of Stephen Heard as acting director of the King County department of information technology.

A motion was made by Councilmember Quinn that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

Briefing

6. **Briefing No. 2025-B0142**

King County Immigrant and Refugee Commission Update

Sergio Razo, Co-Chair, King County Immigrant and Refugee Commission, and Maha Roy, Co-Chair, King County Immigrant and Refugee Commission, briefed the committee via PowerPoint presentation and answered questions from the members. Brian Chu, OERSJ, Staff Liaison, Immigrant and Refugee Commission, also answered questions from the members.

This matter was Presented

Discussion and Possible Action

7. **Proposed Motion No. 2025-0261**

A MOTION confirming the executive's appointment of Luz Escalante, who resides in council district five, to the King County immigrant and refugee commission.

Melissa Bailey, Council staff, Dae Shogren, KCC, Staff Liaison, Immigrant and Refugee Commission, and Brian Chu, OERSJ, Staff Liaison, Immigrant and Refugee Commission, briefed the committee. Luz Escalante, appointee, answered questions from the members.

A motion was made by Councilmember Quinn that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

8. **Proposed Motion No. 2025-0263**

A MOTION confirming the executive's appointment of Zain Jinnah, who resides in council district two, to the King County immigrant and refugee commission.

Melissa Bailey, Council staff, Dae Shogren, KCC, Staff Liaison, Immigrant and Refugee Commission, and Brian Chu, OERSJ, Staff Liaison, Immigrant and Refugee Commission, briefed the committee. On behalf of Zain Jinnah, appointee, Dae Shogren, KCC, Staff Liaison, Immigrant and Refugee Commission, answered questions from the members.

A motion was made by Councilmember Quinn that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

9. **Proposed Motion No. 2025-0264**

A MOTION confirming the executive's appointment of Julie Kang, who resides in council district four, to the King County immigrant and refugee commission.

Melissa Bailey, Council staff, Dae Shogren, KCC, Staff Liaison, Immigrant and Refugee Commission, and Brian Chu, OERSJ, Staff Liaison, Immigrant and Refugee Commission, briefed the committee. Julie Kang, appointee, answered questions from the members.

A motion was made by Councilmember Quinn that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

10. **Proposed Ordinance No. 2025-0276**

An ORDINANCE approving the grant funding allocation for the council-designated projects funded through the WaterWorks grant program, for the 2025 cycle, in accordance with Ordinance 18031, Section 1 as amended, and the 2025 Annual Budget Ordinance, Ordinance 19861, Section 114, as amended by Ordinance 19956, Section 59.

Andy Micklow, Council staff (on behalf of Jenny Giambattista, Council staff), Elizabeth Loudon, WaterWorks Grant Manager, King County Wastewater Treatment Division, and Sharman Herrin, Government Relations Manager, King County Wastewater Treatment Division, briefed the committee and answered questions from the members.

Councilmember Quinn moved approval of Amendment 1, Amendment 2, and Title Amendment T1. There being no objections, the amendments were adopted.

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

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

Briefing

11. **Briefing No. 2025-B0144**

Briefing on DCHS-Regional Workforce Housing Initiative Implementation Plan-Motion 16690

April Sanders, Council staff, briefed the committee.

This matter was Presented

Other Business

During discussions regarding items 7-9, Aliye Aliye, appointee under 2025-0262, also answered questions from the members.

Adjournment

The meeting was adjourned at 10:45 AM.

Approved this _____ day of _____

Clerk's Signature

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Items:	5	**Name:**	Melissa Bailey
Proposed No.:	2025-0262	**Date:**	October 7, 2025

SUBJECT

Proposed Motion to confirm the Executive's appointment of the following person to the King County Immigrant and Refugee Commission:

- Aliye Aliye, who resides in Council District Seven, for the remainder of a three-year term to expire September 30, 2027 (Proposed Motion 2025-0262[1]).

BACKGROUND

In 2018, the King County Immigrant and Refugee Commission (Commission) was established by Ordinance 18653 (codified as King County Code Chapter 2.78) to connect a broad group of stakeholders to identify, elevate, and develop shared strategies and solutions, streamline and strengthen efforts, and bring more resources to the most pressing issues affecting immigrant and refugee communities. The Commission also focuses on understanding and addressing challenges faced by immigrant and refugee communities living in suburban cities and unincorporated areas of the county. A non-exhaustive list of the Commission's duties is provided in K.C.C. 2.78.020.

The Commission is comprised of thirteen members and with the following requirements[2]:

- A diversity of members reflecting a range of ethnicities, professional backgrounds, socioeconomic status, and places of origin to reflect the diversity of the county's immigrant and refugee communities;
- All members must be residents of King County;
- All members shall demonstrate active and engaged civic participation in one or more immigrant and refugee communities and be well versed on the issues affecting those communities;
- Membership shall reflect gender diversity;
- At least six members shall be from suburban cities or unincorporated areas;
- At least three members shall have had personal experiences as a refugee or asylee from any location worldwide;

[1] Proposed Motion 2025-0262 was briefed on September 23, 2025; however, it was not introduced in time for committee action at that meeting.
[2] K.C.C. 2.78.030

- Membership shall represent a range of age groups, including persons representing youth issues;
- At least five members shall represent and be appointed by an immigrant-led organization serving immigrant communities and of these representatives at least three members shall represent and be appointed by a small grass-roots community-based organization that has an annual budget of less than two-hundred fifty thousand dollars, that supports the needs of distinct immigrant and refugee communities and is composed predominantly of members of those communities;
- At least one member should have familiarity with King County government, systems, and agencies; and
- Persons representing faith-based organizations are encouraged to apply.

Additionally, the Commission may include four nonvoting members who shall be community leaders actively engaged with local government, business, or philanthropic organizations, and add value to the Commission and raise its visibility and capacity through their expertise, relationships, and networks.

Per county code, appointments to the Commission are subject to Council confirmation. Approval of the proposed motions would fulfill this requirement.

APPOINTEE INFORMATION

Appointee Aliye. Proposed Motion 2025-0262 would confirm the appointment of Aliye Aliye, who resides in Council District Seven, for the remainder of a three-year term to expire September 30, 2027. He would serve on the Commission as an individual.

According to his application materials, Appointee Aliye is a former refugee, now U.S. citizen, who understands firsthand the challenges that immigrants and refugees face. He is passionate about ensuring King County remains a welcoming, supportive place where newcomers can thrive, and notes that it is both a privilege and a responsibility to give back to the community that supported him.

Appointee Aliye is a small business owner and founder of a nonprofit focused on helping East African refugees in King County, especially South King County, with integration, access to resources, and navigating public systems. He notes that some of the most pressing issues facing immigrant and refugee communities include growing political polarization that has resulted in a sense of uncertainty and fear; the high cost of living and the ability to find stable, affordable housing; and a gap in access to culturally appropriate services and support systems. Appointee Aliye states that he looks forward to serving on the Commission where he hopes to help center the voices of those most impacted in decision making.

ANALYSIS

Staff has not identified any issues with the proposed appointment. They appear to be consistent with the requirements in the County Code.

ATTACHMENTS

1. Proposed Motion 2025-0262
2. Transmittal Letter

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2025-0262.1 **Sponsors** von Reichbauer

A MOTION confirming the executive's appointment of Aliye Aliye, who resides in council district seven, to the King County immigrant and refugee commission.

BE IT MOVED by the Council of King County:

The county executive's appointment of Aliye Aliye, who resides in council district seven, to the King County immigrant and refugee commission, for the remainder of a

three-year term to expire on September 30, 2027, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

Girmay Zahilay, Chair

ATTEST:

_____

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Shannon Braddock, County Executive

Attachments: None

King County

Shannon Braddock
King County Executive
401 Fifth Avenue, Suite 800
Seattle, WA 98104
206-477-3306 Fax 206-296-0194
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www.kingcounty.gov

August 21, 2025

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

Dear Councilmember Zahilay:

This letter transmits a proposed Motion confirming the appointment of Aliye Aliye, who resides in council district seven, to the King County Immigrant and Refugee Commission, for the remainder of a three-year term expiring September 30, 2027.

Aliye Aliye's application, financial disclosure, board profile, and appointment letter, are enclosed to serve as supporting and background information to assist the Council in considering confirmation.

Thank you for your consideration of the proposed legislation. If you have any questions about this appointment, please have your staff call Tala Mahmoud, External Relations Director, at (206) 477-3306.

Sincerely,

Shannon Braddock
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive

Tala Mahmoud, External Relations Director, Office of the Executive
Brian Chu, Staff Liaison
Aliye Aliye

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	6	**Name:**	Mary Bourguignon
Proposed No.:	2025-B0148	**Date:**	October 6, 2025

SUBJECT

Today's briefing will present the recommendations from the King County Regional Transit Safety Task Force, as requested by the Council in Motion 16783.

SUMMARY

In response to concerns about the safety and security of Metro employees and passengers, the Council earlier this year asked[1] the Executive to work with the Amalgamated Transit Union (ATU), Local 587 to convene a King County Regional Transit Safety Task Force.

The task force was asked to develop a work plan to address improvements to transit safety and security and to brief the Committee of the Whole on its recommendations.

Today's briefing will respond to the Council's request with a presentation on the task force's recommendations.

BACKGROUND

Earlier this year, the Council passed Motion 16783, which asked the Executive to work with ATU Local 587 to establish a King County Regional Transit Safety Task Force that would develop a coordinated response to growing safety concerns about transit in King County.

Motion 16783 asked that the task force include:

- Representatives from ATU Local 587
- Metro front-line operators
- The King County Sheriff
- The King County Executive
- The Metro General Manager
- The director of the Department of Community and Human Services
- Elected representatives from jurisdictions in which Metro operates

[1] Motion 16783

- Law enforcement leaders from jurisdictions in which Metro operates
- The Sound Transit chief executive officer
- Members of organizations representing transit riders
- Any other members deemed necessary

Motion 16783 asked the task force to develop a work plan to address:

- Improvements to operator safety on Metro buses, including a plan for physical barriers;
- Strategies to hold bus passengers and those at transit stops and centers accountable for following the transit code of conduct;
- Public safety policies and staffing and strategies for intergovernmental coordination;
- Safety and security staffing levels and partnerships for both Metro Transit Police deputies and contracted transit security officers; and
- Other issues as needed.

The task force approached its work in phases during Spring and Summer 2025:

- **Phase 1. Kickoff.** The task force began its work with a kickoff meeting in March that was attended by more than 120 stakeholders. At this kickoff meeting, participants identified safety challenges and systemwide gaps and established common priorities.

- **Phase 2. Collaborative solution design.** Following the kickoff, task force members met in cross-sector working groups to identify possible solutions, while testing each possible solution for financial and operational feasibility.

- **Phase 3. Leadership commitment and regional safety plan.** The task force convened a Solutions Summit in July to share and discuss potential solutions and opportunities for collaboration.

- **Phase 4. Regional implementation and Council reporting.** During this final phase, the task force is reporting on its recommendations, while beginning the implementation of the identified solutions.

Motion 16783 asked representatives from the task force to brief this committee on its recommendations. Today's briefing responds to that request.

Other County actions. In addition to convening the task force, King County has taken other actions to increase passenger and employee safety on the transit system, including increases to the Metro Transit Police, contracted Transit Security Officers, bus and transit stop cleaning, and behavioral health initiatives to support people in need at transit stops and centers.

- **Metro Transit Police (MTP).** As part of the 2025 mid-year supplemental budget,[2] the Council approved $2.5 million to add 10 MTP officers,[3] for a total of

[2] Ordinance 19956

89 budget positions. As of June 2025, 69 of the total 89 MTP positions were filled. MTP officers patrol in areas with higher levels of incidents, enforce the Transit Code of Conduct, and respond to assaults and disturbances.

- **Transit security officers (TSOs).** Metro's 2025 budget[4] included a one-time expenditure of $11.8 million to maintain its existing level of 160 contracted TSOs (the number of TSOs had been increased from 70 as part of the 2023-2024 budget[5]). Then, as part of the 2025 supplemental budget[6] in Spring 2025, the Council approved an additional $3.3 million[7] to add 50 additional TSOs, bringing the total number of TSOs to 220. The additional TSOs provide security at Metro bases, along Third Avenue and Jackson Street in Downtown Seattle, and at late-night bus terminal stations. TSOs ride bus routes with the highest rates of security incidents (as of mid-2025, this included Routes 7, 36, A, C, D, E, F, and H) and provide security at transit centers, notably the Aurora Village and Burien Transit Centers. Finally, as of May 31, 2025, TSOs manage fare enforcement on Metro buses, as fare enforcement was resumed this year after being suspended at the onset of the pandemic.

- **Bus and customer facility cleaning.** Metro's 2025 budget added $4.7 million to create four additional cleaning teams to clean the highest priority transit facilities more often and to respond to emergent incidents, such as broken glass;[8] and to hire staff in the Vehicle Maintenance Division to continue enhanced cleaning processes for buses.

- **SaFE Reform Initiative.** Two of the programs piloted through Metro's SaFE Reform Initiative have been to locate behavioral health specialists at the Burien Transit Center to provide de-escalation and support for people in crisis; and to create a group of Transit Ambassadors, made up of bus operators on light duty, to assist passengers in busy areas. Metro's 2025 budget included $4.7 million[9] to expand both programs. The behavioral health specialists alternate their time between the Burien Transit Center and riding the RapidRide C, D, and E Lines. The Metro Ambassadors focus their efforts on Jackson/23rd, Lower Queen Anne/Belltown, Mt. Baker/Columbia City, and Skyway/Renton.

The proposed 2026-2027 biennial budget[10] would add $67.1 million in the operating budget and $22 million in the capital budget for additional safety and security investments, including funding for 275 contracted transit security officers (TSOs); funding for an additional 10 Metro Transit Police (MTP) deputies; enhanced bus and customer facility cleaning; continuation of the Metro Ambassadors and behavioral health support programs to assist people in need; enhanced perimeter security for Metro's bases; and a new rider app to report and receive responses on emergent and non-

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[3] Metro Transit Police is a division of the King County Sheriff's office under contract to Metro.
[4] Ordinance 19861
[5] Ordinance 19546
[6] Ordinance 19956
[7] Of the additional $3.3 million for TSOs in 2025, $1 million is funded by the City of Seattle.
[8] Metro recently released a video about the efforts of its Transit Facilities cleaning teams (link).
[9] Of this total, $856,000 is funded by the City of Seattle.
[10] Proposed Ordinance 2025-0288

emergent issues. The Council will deliberate on the proposed budget this month and next.

INVITED

- Sacha Taylor, Transit Safety Task Force facilitator
- Ashley Street, Transit Safety Task Force facilitator
- Michelle Allison, General Manager, Metro Transit Department
- Greg Woodfill, President, Amalgamated Transit Union (ATU) Local 587

ATTACHMENTS

1. Transit Safety Task Force Briefing Document
2. Transit Safety Task Force Presentation
3. Transit Safety Task Force Implementation Plan
4. Metro Transit Safety Task Force Presentation

KING COUNTY REGIONAL TRANSIT SAFETY TASK FORCE

King County Regional Transit Safety Task Force

Briefing to King County Council – Committee of the Whole

The King County Regional Transit Safety Implementation Plan, developed by the Regional Transit Safety Task Force, delivers directly on the priorities outlined in King County Council Motion 16783, Section C. Kicked off in March 2025 in response to escalating operator assaults, visible drug use, and broader public safety pressures, the Task Force has engaged over 250 diverse stakeholders across the transit system of King County.

Over the course of five months the Task Force hosted a Kickoff Event to identify gaps & challenges, 14 working sessions to generate over 150 unique solutions to those challenges and a Solutions Summit now organized into an Implementation Plan that details initiatives and workstreams. The attached Implementation Plan provides details on the activities within the 6 identified initiatives.

Highlights from the Implementation Plan aligned to the requirements of Motion include:

- **To eliminate delays and confusion during emergencies,** regional interagency coordination is strengthened through establishing a regional response infrastructure with formal MOUs, unified response protocols, standardized incident definitions, and a proposed Unified Regional Operations Center that connects Metro, Sound Transit, law enforcement, dispatchers, and local jurisdictions.
- **To increase rider trust and accountability,** a regionwide Rider Code of Conduct campaign introduces standardized signage and aligned enforcement protocols under K.C.C. 28.96 and local laws.
- **To provide visible presence and quicker interventions at high-incident locations,** on-the-ground safety is enhanced with increased staffing of diverse responders, site-based pilots, expanded real-time data sharing, and outreach and reporting tools that shorten response times and improve perceptions of safety.
- **To reduce daily risks faced by frontline staff,** operator safety is reinforced through installation of physical barriers across the bus fleet, paired with new training, post-incident support, and supervisor backup.
- **To ensure vulnerable riders are met with alternative responses instead of enforcement-first approaches,** task force priorities expand to include behavioral health crisis response, youth-centered safety strategies, and support for unhoused riders.

Task Force Publications

Insights from the Kickoff: A synthesis of the challenges, proposed solutions, and promising practices identified during and after the March 20 event and survey.

Solutions in Review: A summary of the initial actionable priorities that emerged from the solution development process.

Proposed Funding from King County Council

Most workstreams can move forward with investments already included in budgets. However, several major commitments will require new, dedicated funding from Council. The items listed below highlight the activities where Council's investment will directly determine the pace and scale of implementation.

King County Proposed Investments

		Priority	Estimate	Recurring/ One-Time Costs
Regional Coordination & Alignment				
Regional Alignment of Incidence Response				
Interagency Response Infrastructure	Establish regional response infrastructure with MOUs and unified protocols across Metro, Sound Transit, police, fire, EMS, and local jurisdictions, defining roles and escalation standards for all incidents, including low-level events.	**High Priority**	**$$$**	**One-Time**
Centralized Safety Data Platform	Build a centralized platform that integrates incident reports and 911 data across all transit agencies, standardizes entry, provides real-time access, and enables cross-jurisdictional, location-specific safety response.	**High Priority**	**$$$**	**One-Time**
Regionwide Code of Conduct Alignment				
Regional Code of Conduct Campaign	Develop and launch a unified Code of Conduct campaign across all regional transit agencies, including standardized signage and public education.	**High Priority**	**$$$**	**One-Time**
Site-Specific Safety Strategies				
Priority Area Identification	Use existing technologies and heat maps to proactively identify safety priority zones and target resources accordingly. Include all frontline workers (operators, supervisors, maintenance, facilities, operators) in the data reporting process.	**High Priority**	**$$$**	**One-Time**
Site-Based Safety Pilot Expansion	Expand successful safety pilots like those at 3rd & Main and Burien Transit Center to other identified priority zones.	**High Priority**	**$$$$$**	**Recurring**
Location-Specific Incident Reporting	Improve data collection systems to capture incident details at specific stops, stations, and intersections rather than only along routes to enable more precise location-based analysis and response.		**$$$$**	**One-Time**
Alternative Response and Regional Response Infrastructure				
Outreach Team Hours and Coverage	Expand outreach services beyond daytime shifts (e.g Burien Transit Center) to include nights, weekends, and additional high-need locations. Operators and officers noted frequent incidents during overnight hours without available behavioral health support.	**High Priority**	**$$$$**	**Recurring**
Co-Response Models	Increase deployments where behavioral health professionals accompany law enforcement or transit security to certain incidents. This supports de-escalation and better outcomes in high-risk situations.		**$$$$$**	**Recurring**
Pre-Booking Diversions	Expand pre-booking diversions partnership to increase referrals and service connections for frequent offenders with behavioral health or substance issues.		**$$**	**Recurring**
Regional Outreach Data Infrastructure	Create a centralized regional database to track outreach interactions and outcomes, using data to secure resources, identify service gaps, and guide outreach and housing team deployment.		**$$$$**	**Recurring**
Regional Coalition	Establish a formal regional coordination framework through MOUs and regular convenings that align transit agencies, outreach providers, housing agencies, and behavioral health services.		**$$$**	**One-Time**
Alternative Response and Regional Response Infrastructure				
Outreach Transport Vehicle Resources	Acquire and deploy designated vehicles (e.g., retrofitted buses or vans) for outreach and placement activities, providing safe, dedicated transport to shelters, housing sites, and safe spaces for riders in crisis.		**$$$$$**	**One-Time**
Outreach Teams Mobility	Transition behavioral health outreach teams from being stationed only at hubs like Burien Transit Center to being mobile across the system. Equip them with vehicles to reach high priority locations and high-risk lines. expand hours & locations; vehicle		**$$$$**	**Recurring**
Regional Responder & Outreach Staffing				
Transit Security Staffing				
Transit Resource Officer Unit	Expand Transit Resource Officer Unit - Transit Police Outreach Unit and contracted security provider outreach teams to increase coverage, including after-hours and weekend response.		**$$$$**	**Recurring**

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

		Priority	Estimate	Recurring/ One-Time Costs
Non-Enforcement Crisis Staffing				
KC Outreach Groups	Expand County-led and partner outreach teams to provide broader non-enforcement coverage on transit, including after-hours. Focus on connecting unhoused riders to housing, behavioral health, and essential services with faster, more coordinated support.		$$$$	Recurring
Long-Term Case Management	Secure funding and partnerships to expand long-term case management program. This ensures ongoing support after the initial crisis response to reduce repeat incidents on transit.		$$$$$	Recurring
Co-Response Models	Increase deployments where behavioral health professionals accompany law enforcement or transit security to certain incidents.		$$$	Recurring
Field Staffing & Support				
Field Operations and Backend Resources				
First Line Supervisor Staffing Increase	Increase field supervisor staffing to improve incident response capability, reduce response times, and avoid coverage gaps, especially during security incidents requiring multiple supervisors.	High Priority	TBD	Recurring
Field Safety Review Staffing	Assess current staffing dedicated to field safety reviews, design assessments, and security monitoring, and determine whether additional resources are needed to support a more proactive and sustained focus on built environment safety.		$$$-$$$$$	Recurring
Resource Support for Implementation and Technology	Allocate additional resources to support Safety & Security technology and analytics roles and prioritize backend system improvements, where support is most urgently needed to ensure successful implementation and functionality.		$$$	Recurring
Transit Employee & Rider Reporting				
Operator Incident Reporting				
On-Vehicle Operator Reporting Tools	Deploy operator tools for quick, safe in-service incident reporting, including DDU buttons, tablets, and potential future integration of mobile apps		$$	One-Time
Rider Reporting Education				
Rider Reporting Education Campaign	Launch a coordinated campaign using digital ads, social media, signage, operator announcements, and vehicle materials to raise awareness of reporting options and what riders can expect after reporting."		$$$	One-Time
Rider Reporting Access				
Create Unified Reporting App	Design, develop, and launch a unified regional app or digital tool that allows riders to report issues silently and in real time using photos, location data, and QR codes displayed on vehicles and in stations.		$$$$	One-Time
Safe Transit Envrionments				
Community Activation & Stewardship				
Community-Led Transit Space Activation	Offer modest grants and partnerships to community groups to organize clean-up, beautification, and stewardship activities at stations and stops, fostering community ownership and improving perceived and actual safety.		$$$	Recurring
Bus Partitions Installation				
Operator Protection Infrastructure	Retrofit existing buses with operator partitions and complete installation of protective barriers on new buses to reduce operator exposure to assaults and threatening behaviors, based on rising assault trends and peer system best practices.	High Priority	$$$$$	One-Time
Site-Specific Design Improvements for High-Incident Zones				
Recurring Station and Stop Safety Inspections	Implement structured, recurring station and stop safety inspections to proactively identify and resolve maintenance and security issues, ensuring consistent upkeep and rapid response to emerging risks.		$$$-$$$$	Recurring

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$



King County Regional Transit Safety Task Force

Briefing to King County Council Committee of The Whole

October 6, 2025

KING COUNTY REGIONAL TRANSIT SAFETY TASK FORCE | LEONE SOLUTIONS GROUP

Briefing Overview

PRESENTERS

Opening & Task Force Recommendations

Ashley Street & Sacha Taylor, Leone Solutions Group

Metro Safety Priorities

Michelle Allison, King County Metro

Operator and Transit Employees Perspectives

Greg Woodfill, Amalgamated Transit Union (ATU) Local 587

PANELISTS

Sound Transit Safety Priorities

Ed Cobean, Sound Transit

Behavioral Health & Outreach Response

Susan Mclaughlin, Department of Community and Human Services (DCHS)

Incident Response & Enforcement

Major Todd Morrell, Major Marcus Williams, Geoffrey Thomas, King County Sheriff

Local Jurisdictions Perspectives

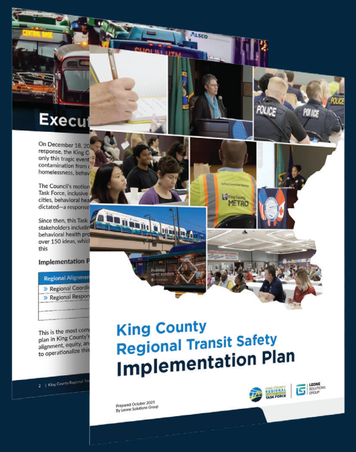
Robert Feldstein, Sound Cities Association

Committee Materials Packet



Briefing

Contains an overview of how the Transit Safety Task Force activities to-date address the requirements of Motion 16783 and and highlights opportunities for Council investments.



Implementation Plan

A living document that summarizes the recommended solutions and activities, action partners, and estimated funding needs.



Today's Presentation

The presentation includes an overview of Task Force activities, transit wide challenges, recommended activities from task force, and proposed next steps.

Task Force Progress

Dec 2024
Operator Shawn Yim lost his life while on duty.

Jan 2025
King County Council introduced Motion 16783 requesting the Executive to convene a task force on transit safety and security.

Mar 2025
Council adopted Motion 16783, and the Task Force held its first convening with broad stakeholder participation to identify challenges and gaps.

Apr–May 2025
Consultants led 14 working group sessions that generated more than 150 proposed solutions.

Jun 2025
Leaders presented recommendations to the Transportation District Board and analyzed findings from the working group sessions.

July 2025
Stakeholders gathered for a public commitment event where diverse voices spoke on the recommendations, followed by a structured feedback process to refine proposed solutions.

Aug 2025
The planning team drafted the Implementation Plan.

Sep 2025
Stakeholders reviewed the draft plan, and fiscal needs for implementation were identified.

Oct 2025
Council briefing scheduled for October 6th.

Dec | Jan | Mar | Apr | Jun | Jul | Aug | Sep | Oct

Task Force Overview

Motion 16783 required the Transit Safety Task Force to convene a broad membership, engage stakeholders, and develop a plan addressing operator safety, accountability, interagency coordination, and response times. Over the past nine months, this motion was fulfilled through regional collaboration and robust engagement. The recommendations presented today were driven by those closest to the issues, ensuring practical and actionable solutions.

2 stakeholder events with 250+ attendees



25 cities provided input



20+ meetings, base visits, and presentations



110+ organizations and agencies participated



14 working sessions





160+ proposed activities to address gaps

Critical Gaps

The Task Force identified critical challenges that must be addressed to restore safety, rebuild trust, and ensure consistent accountability across King County's transit system.

Fragmented Emergency Response Infrastructure

"Emergency response depends on what city you're in."

Inconsistent Enforcement & Lack of Clear Rider Rules

"It feels like there are no rules anymore on buses and trains."

Drug Use & Behavioral Health Crises on Transit

"Transit is where all other broken systems land… we expect people who don't have training to fill in the gaps."

Staffing Shortages Across Safety Roles

"We're stretched thin across the board. Everyone is stretched."

Unsafe and Neglected Transit Environments

"If it looks abandoned, people treat it that way."

Broken Communication & Reporting Systems

"You file a report and never hear about it again."

Fragmented and Inconsistent Safety Data

"Where is the cross collaborative data between jurisdictions and agencies? Transit is everywhere and crosses county and city lines."



Recommendations



Task Force Initiatives

In-depth stakeholder engagement has yielded 6 top priority areas to be addressed in the Regional Transit Safety Implementation Plan.

Regional Alignment Focus

- Regional Coordination & Alignment
- Regional Responder & Outreach Staffing

Transit Agency Focus

- Field Staffing & Operator Support
- Workforce Training & Support
- Safe Transit Environments
- Employee & Rider Reporting Systems

Implementation Plan

In line with Motion 16783, the Task Force developed a focused plan, organized into six initiative areas with supporting workstreams to guide regional safety solutions.

Regional Alignment Focused Initiatives

Regional Coordination & Alignment

Workstreams

- Regional Alignment of Incident Response ★
- Regionwide Code of Conduct Alignment ★
- Site-specific Safety Strategies ★
- Alternative Response and Regional Response Infrastructure ★
- Non-Enforcement Crisis Pathway ★
- Outreach Mobility & Vehicle Support ★
- Interagency Governance and Coordination
- Regional Exclusion Policy Alignment
- Cross-System Legal Accountability for Transit Incidents
- Legislative Alignment on Firearms and Worker Protections
- Youth-Focused Outreach at High-Incident Locations

Regional Responder & Outreach Staffing

Workstreams

- Transit Security Presence ★
- Non-Enforcement Crisis Staffing ★

Transit Safety Focused Initiatives

Transit Employee & Rider Reporting

Workstreams

- Operator Incident Reporting ★
- Operator Access at Bases ★
- Incident Follow-Up Protocols
- Reporting Outcome Visibility
- Rider Reporting Education
- Rider Reporting Access

Safe Transit Environments

Workstreams

- Bus Partitions Installation ★
- Station & Stop Lighting and Visibility
- Station and Stop Issue Reporting
- Community Activation and Stewardship
- Site-Specific Design Improvements for High-Incident Zones

Operator Training and Support

Workstreams

- Operator Briefings & Communication ★
- Ongoing Training & Specialized Education ★
- Training Space Expansion ★
- New Operator Training & Onboarding ★
- Critical Incident Protocol ★
- Peer, Mentorship & Night Shift Support ★
- Job Aids, Guides & Operator-Facing Materials ★
- Control Center Support ★
- Supervisor, Chief, & Superintendents Training & Support
- Wellness & Trauma Recovery Support
- Support for Legal Proceedings
- Security Specific Training
- Operations Policy Updates
- Post-Incident Operator Safeguards

Field Staffing & Support

Workstreams

- Field Operations and Backend Resource ★

Investment Needs to Address Current Gaps

Addressing the gaps identified by the Task Force will require investment not only from King County but also from transit agencies and local jurisdictions. The briefing document outlines specific activities where funding will be critical to achieving implementation goals and ensuring lasting, systemwide improvements to safety and coordination.



Implementation Plan Overview

The Implementation Plan organizes more than 150 solutions into six Core Initiatives, each addressing critical safety gaps identified through Task Force engagement. These initiatives provide the strategic structure for implementation, supported by workstreams that group related solutions into coordinated areas of focus.

Workstream 3

Regionwide Code of Conduct Alignment - Priority

Implementing a Regionwide Code of Conduct standard through visible placards on transit vehicles, a unified public campaign, and consistent staff training across agencies. This solution area focuses on setting clear behavioral expectations for riders, reinforcing them through multilingual messaging, and providing employees with aligned protocols for addressing violations.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Code of Conduct Placards in Vehicles	Post clear Code of Conduct placards on all transit vehicles with consistent language, translated versions, and visible consequences for violations.	Messaging, Design, Product, Policy, Program	High	Near-Term	Metro, Sound Transit	$
Regional Code of Conduct Campaign	Develop and launch a unified Code of Conduct campaign across all regional transit agencies, including standardized signage and public education.	Partnerships, Messaging, Policy	High	Mid-Term	Metro, Sound Transit, Local Jurisdictions	$$

How to Read the Plan

- **Proposed Activity:** The activity stakeholders worked together to create to address identified gaps, drawing on their understanding of the issues and national/international best practices.
- **Priority:** High Priority tags are applied to the most urgent and impactful proposed solutions.
- **Implementation Timeframe:**
  - **Near-Term** – Can begin within 1 year using existing resources. (0–12 months)
  - **Mid-Term** – Requires some planning, funding, or coordination. (1–2 years)
  - **Long-Term** – Involves major policy, infrastructure, or systems change. (2+ years)
- **Type:** Identify what kind of solution this is (Infrastructure, Policy, Staffing, Communications, Outreach, Training, Technology, Program, Partnership, etc.).
- **Action Partners:** Agencies, organizations, or teams most responsible for leading or executing the activity.
- **Estimated Cost Tier:** Rough cost range using tier markers:
  - Tier 1 ($0–49,999) = $
  - Tier 2 ($50K–249K) = $$
  - Tier 3 ($250K–999K) = $$$
  - Tier 4 ($1M–4.9M) = $$$$
  - Tier 5 ($5M+) = $$$$$



Task Force Governance & Next Steps

Governance Body, Oversight, and Accountability

We recommend Council establish an Implementation Review Group (IRG) and consultant support that together provide the governance, accountability, and execution capacity needed to carry out the Implementation Plan.

Implementation Review Group (IRG) Activities

- Review and formally approve the Implementation Plan to advance into execution.
- Monitor delivery and outcomes, ensuring workstreams stay on track.
- Resolve cross-agency bottlenecks that slow or block implementation.
- Advise on resource allocation and budget priorities to align with Council direction.
- Provide sustained governance and accountability through regular convenings.

Consultant Activities

- Drive execution of the Implementation Plan across agencies and workstreams.
- Assist in development and and execution of deliverables.
- Maintain rigorous tracking of milestones, risks, and dependencies.
- Deliver transparent reporting through quarterly updates.
- Engage stakeholders and the public to reinforce momentum and trust.

Hybrid Working Group Model

To balance focus and coordination, we recommend a hybrid approach: agency working groups for accountability within each agency, combined with cross-agency working groups for the largest regional initiatives.

Agency Working Groups

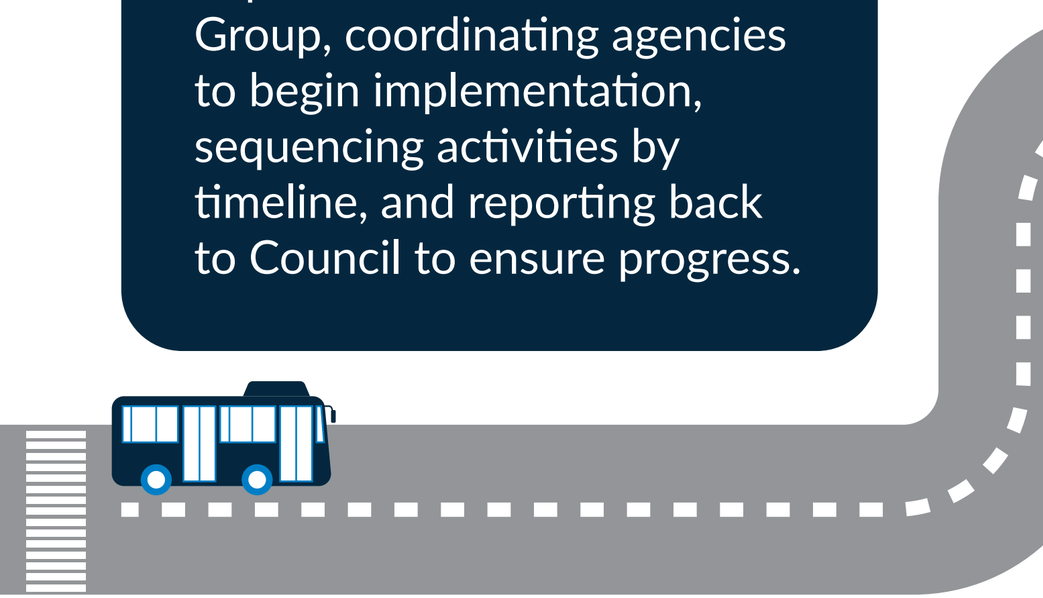
- Create agency working groups within Metro and Sound Transit, and a dedicated group to coordinate local jurisdiction actions.
- Ensure each agency delivers on all relevant workstreams.
- Serve as internal accountability hubs tied directly to the Implementation Plan.

Cross-Agency Initiative Working Groups

- Convened for the most complex, systemwide priorities that require alignment across all operators.
- Focus on initiatives that cannot succeed without shared standards and coordinated delivery.
- Examples of Cross-Agency Working Groups::
  - Regional Alignment on Incident Response
  - Regionwide Code of Conduct Alignment

Next Steps

With Motion 16783 fulfilled and the initial Implementation Plan complete, the next steps focus on launching the Implementation Review Group, coordinating agencies to begin implementation, sequencing activities by timeline, and reporting back to Council to ensure progress.



Develop Detailed Management Plan

Translate funding decisions and available resources into an executable plan with clear milestones, deliverables, and leads.

Report Progress

Provide regular updates to Council and Task Force stakeholders, demonstrating transparency, alignment, and measurable outcomes.

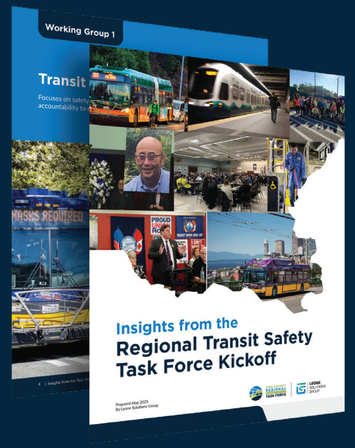
Establish Implementation Review Group with Consultant Partnership

Launch the governance body alongside a consultant team responsible for project management, execution, and creation of key deliverables to ensure accountability and progress.

Coordinate Across Agencies and Jurisdictions

Align roles, responsibilities, and activities through agency-based and cross-agency working groups to drive systemwide implementation.

Task Force Publications



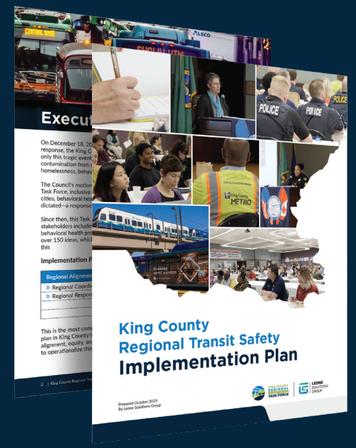
Insights from the Kickoff

Summarizes the gaps, challenges, and ideas raised by 120+ stakeholders at the Task Force launch.



Recommended Solutions in Review

Consolidates more than 150 proposed solutions into categories for evaluation and refinement.



Implementation Plan

Translates vetted solutions into initiatives, workstreams, and actions with timelines and responsibilities.



Stakeholder Input

Key Stakeholders & Commitments

Key region-wide stakeholders are committed to the successful implementation of the solutions.

- ATU Local 587
- Transit operators and dispatchers
- Metro and Sound Transit leadership
- County, city, and law enforcement representatives
- Behavioral health and care-based organizations
- Community and advocacy partners



King County METRO

SOUNDTRANSIT

King County DCHS Department of Community and Human Services

SCA SOUND CITIES ASSOCIATION
38 Cities. A Million People. One Voice.

AMALGAMATED TRANSIT UNION SEATTLE EST 1912 LOCAL 587 110 YEAR ANNIVERSARY

SHERIFF KING COUNTY STATE OF WASHINGTON SHERIFF 1



King County Regional Transit Safety Implementation Plan

Prepared October 2025
By Leone Solutions Group

As of October 2, 2025

KING COUNTY REGIONAL TRANSIT SAFETY TASK FORCE

LEONE SOLUTIONS GROUP

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Executive Summary

On December 18, 2024, Metro operator Shawn Yim lost his life while on duty. In response, the King County Council introduced Motion 16783 on January 21, 2025, citing not only this tragedy but also 33 reported assaults on operators in 2023, contamination from drug use aboard vehicles, and broader safety concerns shaped by homelessness, behavioral health crises, and fragmented jurisdictional responsibilities.

The motion directed the Executive to convene a Regional Transit Safety and Security Task Force inclusive of ATU Local 587, operators, agency leadership, law enforcement, cities, behavioral health providers, care responders, riders, and community organizations. From March through September 2025, the Task Force engaged hundreds of stakeholders through working sessions, surveys, public events, and targeted reviews. Operators shared firsthand experiences of risk, riders described conditions that shaped their sense of safety, and agency and community leaders contributed expertise to translate concerns into practical solutions.

The result is this Implementation Plan: a roadmap designed to guide agencies, transit employees, labor partners, jurisdictions, care providers, riders, and the Council in moving from recommendations to measurable action. It organizes solutions into six Core Initiatives under two focus areas:

Regional Alignment Focus
- » Regional Coordination & Alignment
- » Regional Responder & Outreach Staffing

Transit Agency Focus
- » Field Staffing & Operator Support
- » Workforce Training & Support
- » Safe Transit Environments
- » Employee & Rider Reporting Systems

Together, these initiatives provide the structure for immediate improvements and long-term system change and serve as the foundation for accountability, transparency, and collaboration in the years ahead.

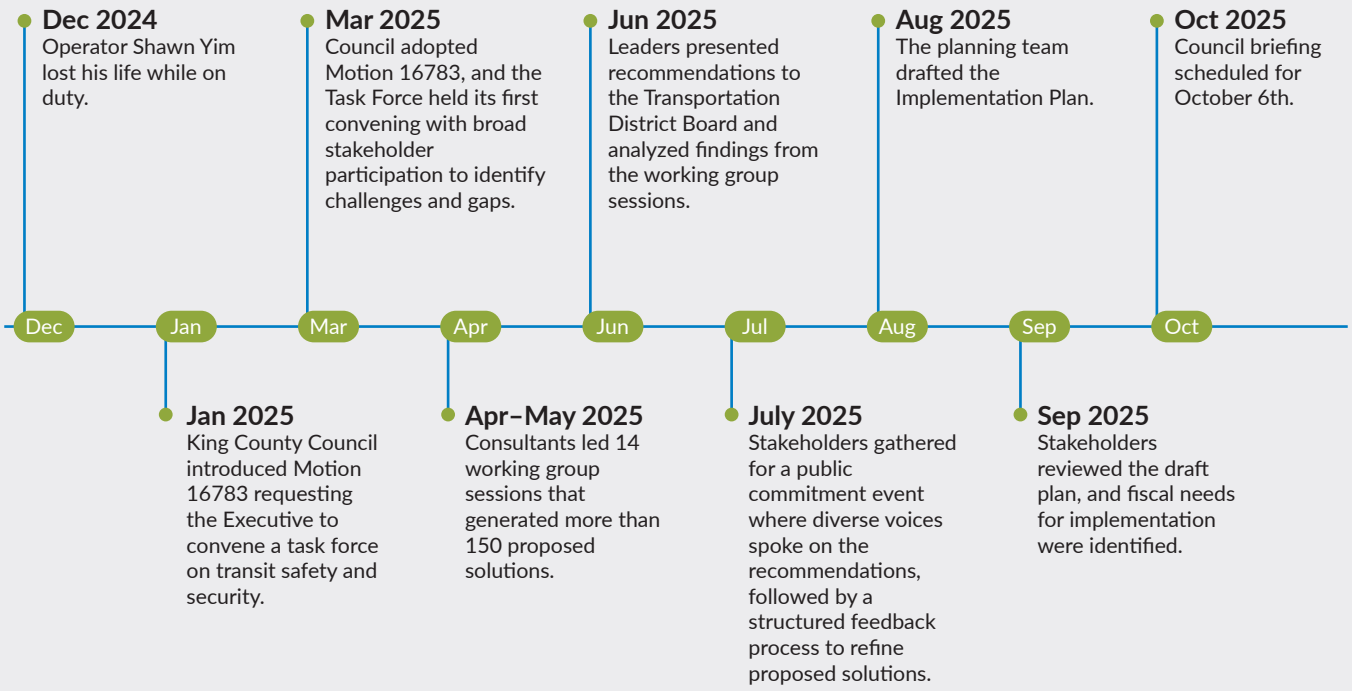
Background & Context

Motion 16783, introduced January 21, 2025 and passed March 4, 2025, was a direct response to escalating safety incidents: the fatal attack on operator Shawn Yim (Dec 18, 2024), increasing operator assaults, drug exposure risks, and broader public safety pressures—from homelessness to behavioral health challenges.

Key stakeholder groups were explicitly included in the motion or subsequent planning:

- ATU Local 587
- Transit operators and dispatchers
- Metro and Sound Transit leadership
- County, city, and law enforcement representatives
- Behavioral health and care-based organizations
- Community and advocacy partners

Milestones & Progress



This timeline demonstrates the speed, depth, and collaborative nature of the Task Force, driven by urgency, rooted in expertise, and guided by a diversity of stakeholders.

Vision

The vision of this Implementation Plan is to create a regional transit system where safety is not conditional or fragmented, but a defining feature of every rider and transit employee's experience. Safety must be built into the design of buses, stations, and facilities; embedded in the daily practices of staffing, training, and supervision; and guaranteed through consistent and coordinated response across all jurisdictions where Metro operates. This vision calls for a system that does more than react to crises, it proactively prevents them by aligning agencies under shared standards, investing in the people who operate and protect the system, and creating environments that are visibly safe and welcoming.

At its core, this vision reflects both the mandate of Motion 16783 and the commitment of the Task Force to center operator voice, equity, and community trust. By uniting physical safeguards, standardized conduct expectations, improved interagency coordination, care-based interventions, and transparent accountability, the region can deliver a transit system that is resilient, equitable, and trusted. This is the path toward a network where every operator has reliable backup, every rider experiences consistent safety regardless of location, and every community sees transit as a safe, dependable, and inclusive public good.

Goals

The goals of this Implementation Plan translate the Council's directives and the Task Force's extensive engagement into clear, actionable outcomes. They reflect both the urgent need for immediate protections and the structural changes required to make safety a permanent, defining feature of the regional transit system.

Improve Interagency Coordination and Emergency Response	Strengthen coordination through shared protocols and formal MOUs so local police, EMS, CARE teams, and behavioral health responders can provide timely support when Metro resources are stretched.
Expand Safety Staffing Across Roles and Functions	Increase sworn officers, contracted security, field supervisors, and outreach teams to close coverage gaps and ensure operators are never left unsupported.
Protect Operators with Physical and Systemic Safeguards	Install operator safety barriers across the Metro fleet and pair these protections with systemic safeguards such as timely backup from supervisors, reliable dispatch, and post-incident recovery support.

Establish and Enforce Clear Standards of Conduct	Adopt a region-wide Rider Code of Conduct with consistent enforcement across agencies, supported by standardized incident definitions and escalation protocols.
Enhance Training and Strengthen Operator Support	Provide immersive onboarding and scenario-based training to prepare operators for real-world risks. Guarantee recovery time, counseling, and peer support after incidents.
Create Safe and Welcoming Transit Environments	Upgrade lighting, visibility, and station design to deter unsafe activity, while activating transit spaces through stewardship, art, and community presence.
Build Accountability Through Reporting and Transparency	Deploy simple, multilingual reporting tools for riders and operators, and close the loop with confirmation, feedback, and regular data dashboards that show progress.
Remain Adaptive to Emerging Safety Needs	Stay flexible to address new safety concerns identified by operators, agencies, or communities, ensuring the system can respond as conditions evolve.

Guiding Principles

The guiding principles anchor implementation in values that extend beyond any single initiative. They ensure that this work remains inclusive, coordinated, and accountable over time, even as conditions change. By adhering to these principles, the region can deliver safety improvements that are not only immediate but also sustainable and trusted by operators, riders, and communities alike.

Equity and Transit Employee Voice
Prioritize the lived experience of operators, ATU leadership, and communities most impacted by safety risks.

Shared Accountability
Align agencies, jurisdictions, and care providers under a single framework, reinforced by the Implementation Review Group.

Balanced Response
Expand behavioral health and outreach responses as credible alternatives to enforcement, while maintaining swift enforcement for serious offenses.

Transparency and Durability
Demonstrate progress through regular Council updates, open data, and long-term investments that move beyond short-term pilots.

Core Initiatives

The Implementation Plan organizes more than 150 solutions into six **Core Initiatives**, each addressing critical safety gaps identified through Task Force engagement. These initiatives provide the strategic structure for implementation, supported by **workstreams** that group related solutions into coordinated areas of focus.

Through the Solutions Summit and subsequent review process, Task Force members, operators, transit agencies, and community stakeholders evaluated and refined solutions based on both impact and feasibility. Participants assessed which measures would most improve operator and rider safety, while also weighing the time, funding, and resources required for successful execution. This collective prioritization ensures that the Implementation Plan reflects not only the urgency of safety needs, but also the practical realities of delivery.

The initiatives described below set the strategic direction. Under each, the Implementation Plan will include detailed tables of the associated workstreams and solutions, providing a clear map from high-level vision to practical implementation.

Regional Coordination and Alignment

Create consistent rules, protocols, and agreements across jurisdictions so responses to safety incidents are seamless and predictable.

Regional Responder and Outreach Staffing

Expand and coordinate enforcement, security, and care-based teams to ensure timely support for transit employees and riders across the region.

Field Staffing & Support

Increase field supervisors and backend resources to provide operators with reliable, real-time assistance and proactive safety reviews.

Employee and Rider Reporting Systems

Implement simple, multilingual tools with clear feedback loops so reports from operators and riders drive timely action and accountability.

Safe Transit Environments

Invest in lighting, visibility, partitions, and community stewardship to make transit spaces safer, more welcoming, and actively cared for.

Workforce Training and Support

Provide continuous, scenario-based training and post-incident care so transit employees are prepared for real-world risks and supported in recovery.

Implementation Plan Key

- **Proposed Activity:** The activity stakeholders worked together to create to address identified gaps, drawing on their understanding of the issues and national/international best practices.

- **Priority:** High Priority tags are applied to the most urgent and impactful proposed solutions.

- **Implementation Timeframe:**
  - **Near-Term** – Can begin within 1 year using existing resources. (0–12 months)
  - **Mid-Term** – Requires some planning, funding, or coordination. (1–2 years)
  - **Long-Term** – Involves major policy, infrastructure, or systems change. (2+ years)

- **Type:** Identify what kind of solution this is (Infrastructure, Policy, Staffing, Communications, Outreach, Training, Technology, Program, Partnership, etc.).

- **Action Partners:** Agencies, organizations, or teams most responsible for leading or executing the activity.

- **Estimated Cost Tier:** Rough cost range using tier markers:
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Regional Coordination and Alignment

Participants consistently described the lack of alignment across jurisdictions as a fundamental barrier to safety. The same type of incident could be classified differently depending on where it occurred, escalation protocols varied, and operators were often uncertain which responder would arrive. This fragmentation undermined confidence in the system and made operators feel exposed when rules and expectations shifted from city to city.

To close these gaps, the region must create shared expectations and predictable response. This includes adopting a single Rider Code of Conduct that applies everywhere, developing common definitions of incidents so staff and responders speak the same language, and putting in place agreements that allow the nearest qualified responder to step in regardless of boundaries. It also means coordinating how calls are dispatched, how agencies share information, and how security contracts are managed, so operators and riders experience the same rules and protections wherever they travel.

Operators face safety incidents without timely backup, citing long response times, unclear reporting lines, and inconsistent support depending on location. Establishing regionwide coordination through shared protocols, joint decision-making structures, and aligned enforcement practices will help agencies respond more quickly, communicate more effectively, and provide consistent support across the transit system. Transit is on the frontlines of overlapping health, housing, and behavioral crises, yet operators are often left without alternatives to enforcement. A 24/7 alternative response infrastructure that includes mobile outreach teams, real-time field deployment, and supportive drop-off destinations shifts the system from reactive enforcement to proactive care.



Workstream 1

Regional Alignment of Incident Response - Priority

Establishing shared safety protocols, formal agreements, and integrated response systems provides a clear structure for how agencies coordinate during transit incidents. This solution area defines roles and responsibilities across jurisdictions, standardizes incident classifications and escalation procedures, connects 911 and transit dispatch systems, and creates a centralized operations function for real-time coordination.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Regional Awareness of Enforcement Roles	Create and distribute materials to clarify the roles and responsibilities of enforcement personnel across agencies (Transit Police, Fare Enforcement, Ambassadors).	Training, Messaging		Near-Term	Metro, Sound Transit, Law Enforcement	$
Coordination at Overlapping Transit Sites	Address cross boundary issues and coordinate Metro and Sound Transit response at overlapping transit sites to reduce gaps in coverage and accountability. (Including:Tukwila Int'l Blvd Station, Bellevue Transit Center, and 3rd and Pioneer Square Station).	Policy, Partnerships, Process, Data	High	Near-Term	Metro, Sound Tarnasit, Rail, Mayors; Law Enforcement	$$
Regional Response Infrastructure	Establish MOUs and clear protocols between Metro, Sound Transit, and law enforcement agencies to ensure consistent response regardless of jurisdiction and create better coordination of existing resources. Develop a unified, region-wide response protocol defining agency roles, responsibilities, and escalation standards for all incident types and classifications (including low-level, non-life-threatening incidents). Must include law enforcement, fire, EMS, and local jurisdictions.	Process, Services, Policy, Partnerships, Staffing, Funding	High	Mid-Term	Metro, Sound Transit, Mayors, Law Enforcement, Alternative Response Partners, Offices of Emergency Managements, Fire Departments, Dispatchers, EMS	$
Countywide 911 Collaboration	Create formal partnerships and response protocols with all 11 emergency dispatch centers to coordinate and share data on transit.	Policy, Partnerships, Process	High	Mid-Term	Metro, Sound Transit, Dispatchers	$$
Aligned Security Contracts and Agreements Across Systems	Align interagency agreements and contracted security scopes to clarify support roles and expectations during incidents.	Policy, Training, Messaging, Partnerships, Oversight, Process	High	Mid-Term	Metro, Sound Transit, Contracted Security	$$
Security Contract with Shared Protocols and Goals	Review and amend security contracts to require participation in coordinated site plans and adherence to shared safety goals and protocols. Ensure that values and goals are communicated, Standards and SOPS and outcomes are defined.	Policy, Data, Staffing, Partnerships, Services, Oversight, Product		Mid-Term	Metro, Sound Transit, Contracted Security	$$
Fire and Medical Response Entry Standards	Define clear regional standards, protocols and training for when fire/EMS may enter a transit scene, coordinated with King County Fire Chiefs and local fire agencies to avoid inconsistent decision-making and ensure timely medical care.	Policy, Training, Technology, Partnerships, Services		Mid-Term	King County Fire, Local Fire Agencies, Metro, Sound Transit	$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Transit Safety Data	Enhance data collection and real-time sharing across transit agencies to improve crime response and deployment of resources.	Data, Technology, Staffing, Partnerships		Long-Term	Metro, Sound Transit, Law Enforcement	$$
Centralized Safety Data Platform	Create a centralized web-based platform that integrates incident reports and 911 dispatch data across all transit agencies, enables standardized data entry and real-time access, and supports location-specific, cross-jurisdictional safety response.	Technology, Data, Partnerships, Staffing, Training	High	Long-Term	Metro, Sound Transit, Dispatchers, King County IT	$$$$
Unified Regional Operations Center	Build a single Unified Operations Center where Metro Transit Control Center, Sound Transit, and public safety dispatchers are co-located to improve coordination and reduce information delays during emergency and incident responses.	Program, Training, Technology, Data, Staffing, Partnerships, Services, Oversight		Long-Term	Metro, Sound Transit, Dispatchers	$$$$

Workstream 2

Interagency Governance and Coordination

Establishing formal coordination forums and regional leadership teams provides a structure for agencies to regularly communicate and share safety-related information. This solution workstream includes the expansion of the Metro Safety Emphasis Coordination Team and the use of the Executive Regional Coordination Team to support joint discussions and agency alignment.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Transit Operations Committee Safety Expansion	Establish a regular coordination meeting through the existing Transit Operations Committee, including Metro, Sound Transit, Community Transit, and Washington State Ferries to expand its focus beyond ridership trends and actively address regional safety and security data.	Partnerships, Policy, Data		Near-Term	Transit Operations Committee, Metro, Sound Transit	$
Regional Emergency Coordination Funding Model	Develop an interlocal agreement (ILA) for jurisdictions and agencies to jointly fund a Regional Emergency Communications Team dedicated to improving coordination and communications for transit-related incidents.	Policy, Messaging, Partnerships		Mid-Term	Metro, Sound Transit, Mayors	$$
Executive Regional Coordination Team Alignment	Executive Regional Coordination Team, launched in September and attended by chief safety officers, as a forum to regularly address transit safety and security, share information and best practices across agencies.	Partnerships, Policy, Data		Near-Term	Executive Regional Cooridnation Team	$
Standardized Regional Safety Data Collection	Standardize data collection across all transit agencies by adopting shared incident categories, definitions, and reporting fields to ensure consistency, comparability, and effective regional analysis.	Partnerships, Data		Near-Term	Metro, Sound Transit, King County 911 Center, Dispatchers	$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Workstream 3

Regionwide Code of Conduct Alignment - Priority

Implementing a Regionwide Code of Conduct standard through visible placards on transit vehicles, a unified public campaign, and consistent staff training across agencies. This solution area focuses on setting clear behavioral expectations for riders, reinforcing them through multilingual messaging, and providing employees with aligned protocols for addressing violations.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Code of Conduct Placards in Vehicles	Post clear Code of Conduct placards on all transit vehicles with consistent language, translated versions, and visible consequences for violations.	Messaging, Design, Product, Policy, Program	High	Near-Term	Metro, Sound Transit	$
Regional Code of Conduct Campaign	Develop and launch a unified Code of Conduct campaign across all regional transit agencies, including standardized signage and public education.	Partnerships, Messaging, Policy	High	Mid-Term	Metro, Sound Transit, Local Jurisdictions	$$
Employee Protocol Training on Code Violations	Develop standardized training for frontline employees to understand Code of Conduct violations and define standardized response protocols.	Training, Policy	High	Mid-Term	Metro, Sound Transit	$-$$

Workstream 4

Site-specific Safety Strategies - Priority

Deploying safety pilots at high-incident transit locations using site-specific strategies and real-time incident data. This solution area includes expanding pilots, identifying additional priority corridors using heat maps and system data, and evaluating approaches for broader application.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Local Jurisdiction Safety Contact	Identify and formalize points of contact at the city level to ensure local coordination on high priority areas at and near transit centers. Ensure local jurisdictions have correct points of contact at transit agencies.	Policy, Program, Staffing, Partnerships		Near-Term	Sound Cities Association, King County Council - Regional Transit Committee	$
Targeted Security Deployment	Refine contracted security deployments to focus Safety Ride Officers on specific high-priority drug use areas. Increase transparency with operators about deployment strategies and rationale to rebuild trust in security presence and effectiveness.	Messaging, Process		Near-Term	Metro, Sound Transit	$
Site-Based Safety Pilot Expansion	Expand successful safety pilots like those at 3rd & Main and Burien Transit Center to other identified priority zones.	Staffing, Funding, Partnerships	High	Mid-Term	Metro, Sound Transit, King County Council	$$$$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Priority Area Identification	Use existing technologies and heat maps to proactively identify safety priority zones and target resources accordingly. Include all frontline workers (operators, supervisors, maintenance, facilities, operators) in the data reporting process.	Program, Staffing, Partnerships	High	Mid-Term	Metro, Sound Transit, King County Council - Regional Transit Committee	$$$
Location-Specific Incident Reporting	Improve data collection systems to capture incident details at specific stops, stations, and intersections rather than only along routes to enable more precise location-based analysis and response.	Technology, Data, Process, Staffing, Training		Mid-Term	Metro	$$
Metro Safety Emphasis Team	Formalize and expand the Safety Emphasis Coordination Team to improve interagency response at priority areas. Continue coordination between Metro divisions and community-based groups.	Policy, Partnerships, Messaging		Mid-Term	Metro	$

Workstream 5

Regional Exclusion Policy Alignment

Developing coordinated mechanisms for exclusion policy and data sharing across transit systems supports more consistent and transparent enforcement practices. This solution area includes identifying approaches for sharing exclusion-related information with frontline staff, while incorporating equity safeguards and legal review.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Metro Chronic Offender Removal Mechanism	Expand administrative exclusion mechanism for chronic offenders, with safeguards against misidentification and profiling.	Policy, Process		Mid-Term	Metro, Sound Transit	$$
Regional Exclusion Information Sharing Mechanism	Develop cross-system exclusion policies and share exclusion data with frontline employees (with equity safeguards).	Policy, Technology, Partnerships, Data		Long-Term	Metro, Sound Transit, Local Jurisdictions	$

Workstream 6

Cross-System Legal Accountability for Transit Incidents

Establishing formal coordination between transit agencies and prosecutorial offices creates clear structures for how transit-related offenses are handled within the legal system. This solution area includes agreements with prosecutors and city attorneys to address transit safety cases, along with post-arrest tracking systems that document outcomes such as prosecution, diversion, and resolution.

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Post-Arrest Tracking and Data Transparency System	Create a data system to track post-arrest outcomes, including prosecution, diversion, and resolution rates, and report results	Data, Technology, Messaging		Mid-Term	Metro, Sound Transit, Local Jurisdictions, Law Enforcement	$$
Coordination with Prosecutors and Courts	Establish agreements to prioritize transit-related offenses and create coordination mechanisms with prosecutors and city attorneys.	Policy, Partnerships		Long-Term	Metro, Sound Transit, Local Jurisdictions	$

Workstream 7

Legislative Alignment on Firearms and Worker Protections

Aligning firearm restrictions at transit facilities with those governing other public spaces such as schools and libraries requires action at the state level. This solution area focuses on pursuing legal changes that standardize where firearms are prohibited on transit property and support consistent enforcement across jurisdictions.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Transit Worker Assault Definition	Advance legislative efforts to expand the legal definition of transit worker assault to include all contracted and frontline transit workers.	Policy		Mid-Term	State Legislators, ATU 587, Metro, Sound Transit	$
Firearm Laws at Transit Facilities	Advocate for laws aligning firearm restrictions at transit facilities with other public spaces like schools and libraries.	Policy, Partnerships		Mid-Term	State Legislators, ATU 587, Metro, Sound Transit	$

Workstream 8

Alternative Response and Regional Response Infrastructure - Priority

Expanding and coordinating behavioral health and outreach services across the region supports more timely, care-based responses to safety incidents. This solution area includes overnight and weekend outreach deployment, cross-agency partnerships with LEAD and community organizations, regional drug response protocols, and unified data infrastructure for outreach activities and behavioral health incidents.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Outreach Team Hours and Coverage	Expand outreach services beyond daytime shifts (e.g Burien Transit Center) to include nights, weekends, and additional high-need locations. Operators and officers noted frequent incidents during overnight hours without available behavioral health support.	Staffing, Partnerships	High	Mid-Term	DCHS, Metro	$$$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Pre-Booking Diversions	Expand LEAD partnership to increase referrals and service connections for frequent offenders with behavioral health or substance issues.	Partnerships		Mid-Term	Purpose Dignity Action, Law Enforcement	$$
Regional Community Based Organization Partnerships	Create formal regional partnerships with behavioral health providers and CBOs to integrate into repeat offender response plans.	Policy, Program, Partnerships, Services		Mid-Term	Community Based Organizations, Metro, Sound Transit, Local Jurisdictions, DCHS	$$
Seattle CARE for Crisis Response	Establish a partnership between Metro and Seattle CARE to enable Seattle-based crisis responders to assist with behavioral health incidents on Metro buses. This model would mirror existing partnerships, such as the University of Washington Police coordination with Seattle CARE.	Partnerships		Mid-Term	Metro, Seattle Care, DCHS	$
Unified Drug Response Protocol	Develop a formal, region-wide drug use response protocol that outlines agency roles and step-by-step response procedures for transit operators, dispatchers, security, EMS, CARE teams, and police to ensure clear, consistent coordination during incidents.	Policy, Program, Partnerships		Mid-Term	Metro, Contracted Security	$$$
Regional Coalition	Establish a formal regional coordination framework through MOUs and regular convenings that align transit agencies, outreach providers, housing agencies, and behavioral health services.	Policy, Program, Partnerships		Mid-Term	Metro, Sound Transit, Emergency Management, DCHS, King County Regional Homelessness Authority	$$$
Co-Response Models	Increase deployments where behavioral health professionals accompany law enforcement or transit security to certain incidents. This supports de-escalation and better outcomes in high-risk situations.	Staffing, Partnerships		Mid-Term	DCHS, Metro, Law Enforcement	$$$$
Regional Outreach Data Infrastructure	Increase deployments where behavioral health professionals accompany law enforcement or transit security to certain incidents. This supports de-escalation and better outcomes in high-risk situations.	Data, Partnerships, Staffing, Technology		Mid-Term	Metro, Sound Transit, DCHS, Emergency Management	$$$
Cross-Agency Data Sharing	Develop a system to share behavioral health-related incident data across jurisdictions, including all police departments and transit agencies. This will help identify patterns and provide continuity of care.	Technology, Data		Mid-Term	King County IT, Local Jurisdictions, Local Law Enforcement, DCHS	$$$

Workstream 9

Outreach Mobility & Vehicle Support - Priority

Deploying mobile outreach teams and dedicated transport vehicles increases the ability to respond to behavioral health, substance use, and housing-related crises across the transit system. This solution area includes equipping outreach teams with vehicles to reach high-priority corridors and providing safe, designated transportation to shelters, housing sites, and other care-based destinations.

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Outreach Transport Vehicle Resources	Acquire and deploy designated vehicles (e.g., retrofitted buses or vans) for outreach and placement activities, providing safe, dedicated transport to shelters, housing sites, and safe spaces for riders in crisis.	Staffing, Partnerships, Funding, Product, Process		Long-Term	DCHS, Metro	$$$$$
Outreach Teams Mobility	Transition behavioral health outreach teams from being stationed only at hubs like Burien Transit Center to being mobile across the system. Equip them with vehicles to reach high priority locations and high-risk lines. expand hours & locations; vehicle	Staffing, Partnerships, Services		Long-Term	Metro, DCHS	$$$$

Workstream 10

Non-Enforcement Crisis Pathways - Priority

Building regionwide systems that divert riders in crisis away from emergency rooms, jails, and prolonged transit use into care and housing pathways. This solution area expands mobile crisis and detox teams, creates new drop-off options like crisis care centers, and strengthens legal diversion models like community court.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Community Court Solution	Develop a community court model for transit-related offenses, focused on accountability, diversion, and resource connection.	Partnerships, Program		Long-Term	Local Jurisdictions, Metro, Sound Transit	TBD
Dedicated Housing Solutions	Develop partnerships to create dedicated housing solutions on or near transit properties, such as tiny house villages or temporary shelters. Prioritize rapid access and after-hours placement to divert riders in crisis from remaining on transit.	Partnerships, Services		Long-Term	Metro, Sound Transit	$$$$
Connections for Riders to Crisis Care Centers	Facilitate direct access and referral pathways from transit incidents to King County's new crisis care centers. Operators and responders should be trained to understand these new options as alternatives to jail or emergency rooms.	Partnerships, Program, Process, Oversight		Long-Term	Crisis Centers, Metro, Sound Transit, Law Enforcement, Alternative Responders	TBD

Workstream 11

Youth-Focused Outreach at High-Incident Locations

Partnering with schools and community organizations to deploy trained outreach teams, expand free fare programs, and develop youthled stewardship, career pathways, and trauma-informed practices can reduce conflict, build trust, and help transform transit into a safer and more supportive systemImplementing community-rooted violence prevention strategies and trauma-informed youth engagement strengthens safety across the transit system. This solution area includes community-based outreach and expanding targeted programming to reach youth at higher risk of experiencing or contributing to violence in transit environments.

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Scalable Youth Violence Prevention Programming	Increase investment in scalable violence prevention programming that ensures consistent, on-the-ground presence tailored to the specific needs of each location.	Partnerships		Mid-Term	Community Passageways; Urban Family; YMCA of Greater Seattle; Progress Pushers; Freedom Project; Pro Se Potential; King County Council; Regional Office of Gun Violence Prevention	TBD
Community Based Youth Outreach	Deploy community engagement teams to conduct direct, in-person outreach with youth in and around transit spaces.	Messaging, Staffing		Mid-Term	Community Based Organizations	TBD
Direct Engagement with At-Risk Youth	Identify and actively reach young people most affected by or involved in safety issues in transit environments.	Process, Partnerships		Mid-Term	Community Passageways; Urban Family; YMCA of Greater Seattle; Progress Pushers; Freedom Project; Pro Se Potential; Regional Office of Gun Violence Prevention	TBD
Student Fare Access Partnership	Support schools in distributing student ID cards that are integrated with ORCA cards to ensure students have free access. This helps prevent fare-related confrontations and reduces negative interactions with youth. [In Progress]	Technology, Design, Partnership, Product, Process		Long-Term	Metro, School Districts, Orca Partners	$$
Youth Participation on Task Force	Invite youth representatives to participate directly in the Regional Transit Safety Task Force and contribute to solution-building.	Oversight		Mid-Term	Metro	TBD
Youth-Led Public Awareness Campaign	Co-create a youth-led public awareness campaign with operator involvement to build mutual respect and visibility.	Messaging		Mid-Term	Metro Youth Mobility Program; Regional Office of Gun Violence; Creative Justice; Arts Collectives	$$
Digital Engagement for Youth	Develop digital campaigns and content, such as TikTok or YouTube videos featuring operators, to connect with and educate youth in familiar platforms.	Program		Near-Term	Metro, Regional Office of Gun Violence Prevention; Community Based Organizations	$-$$
Mobility Education Through Driver's Programs	Expand driver's education programs to introduce broader mobility education and safe public transit usage for youth.	Program, Partnerships		Long-Term	Transportation Choices Coalition	TBD
Operator Engagement in Youth Spaces	Facilitate operator participation in youth-centered physical programming and leverage existing Metro youth education resources.	Program, Staffing, Partnerships		Near-Term	School Districts(19), Metro	$$
Youth Career Pipeline in Transit	Expand current youth internship and employment readiness programs that provide transit career exposure, such as Metro's 3-week summer internship for 15 youth.	Program		Mid-Term	Metro YMCA of Greater Seattle; Community Passageways, SDOT	$$-$$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

2

Regional Responder and Outreach Staffing

Stakeholders highlighted persistent shortages of visible safety staff. Operators described long waits for assistance, while outreach and alternative response teams, though highly effective, were far too limited to meet the scale of need. These gaps left both operators and riders uncertain whether help would arrive, particularly during evenings and weekends when resources were stretched thin.

The initiative strengthens the region's safety presence by expanding both enforcement and care-based responses. It builds capacity across the spectrum by adding officers, contracted security, and supervisors while also scaling behavioral health teams and housing outreach workers. Just as importantly, it ensures these resources are coordinated across agencies and available at all hours, so support is timely, visible, and appropriate to the situation at hand.

Operators and frontline staff face urgent safety issues without timely backup. Expanding crisis outreach teams and transit-specific safety staff will close these response gaps, improve coverage during nonbusiness hours, and ensure frontline workers are no longer left to manage serious incidents alone.



Workstream 12

Transit Security Presence - Priority

Expanding field staffing across the transit system strengthens response capabilities, reduces incident wait times, and supports safer environments for operators and riders. This solution area includes mapping security and police coverage to fill critical gaps, expanding the Transit Resource Officer Unit, and transitioning Metro Transit Police to a full-service model with greater staffing and investigative capacity.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Metro Transit Police Transition to Full Service Model	Transition Metro Transit Police from an enhanced model to a full service police agency with increased staffing and investigative capabilities to reduce reliance on local jurisdictions for stabilization and response.	Staffing, Policy		TBD	Metro, King County Sheriff Office	TBD
Map Coverage Gaps and Prioritize Deployment	Conduct a mapping of current transit security and police response coverage to identify gaps in high-delay corridors. Prioritize additional staffing or mobile units (police or security) for those corridors to reduce long wait times.	Data, Program, Process, Staffing		Mid-Term	Metro	$$
Transit Resource Officer Unit	Expand Transit Resource Officer Unit - Metro Transit Police Outreach Unit and contracted service provider outreach teams to increase coverage, including after-hours and weekend response.	Staffing, Policy		TBD	TBD	TBD

Workstream 13

Non-Enforcement Crisis Staffing - Priority

Expanding outreach staffing improves non-enforcement response capacity and ensures more consistent support for riders in crisis. This solution area includes increasing coverage hours for CARE and LEAD teams, deploying co-response models with law enforcement, formalizing partnerships with community-based organizations, and building long-term case management to reduce repeat incidents.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Regional Community-Based Organization Partnerships	Create formal regional partnerships with behavioral health providers and CBOs to integrate into repeat offender response plans.	Partnerships, Staffing, Services, Program	High	Mid-Term	Metro; Law enforcement; Community Based Organizations	$$$
CARE Team Expansion	Expand coverage and hours of mobile CARE and detox teams with a long-term goal of 24/7 availability, ensuring rapid access to non-police crisis intervention during transit drug incidents across the entire service area.	Policy, Staffing		Long-Term	Seattle PD, Seattle CARE Team, Mental Health Teams	$$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
KC Outreach Groups	Expand County-led and partner outreach teams to provide broader non-enforcement coverage on transit, including after-hours. Focus on connecting unhoused riders to housing, behavioral health, and essential services with faster, more coordinated support.	Policy, Partnerships		Long-Term	King County DCHS, Regional Homelessness Authority	$$$$
Transit Resource Officer Unit	Expand Transit Resource Officer Unit - Metro Transit Police Outreach Unit and contracted service provider outreach teams to increase coverage, including after-hours and weekend response.	Staffing	High	Long-Term	Metro, King County Sherriff's Office	TBD
Long-Term Case Management	Secure funding and partnerships to expand long-term case management programs like LEAD. This ensures ongoing support after the initial crisis response to reduce repeat incidents on transit.	Program		Long-Term	Purpose Dignity Action, King County, Local Jurisdictions; CARE	$$$$$
Co-Response Models	Increase deployments where behavioral health professionals accompany law enforcement or transit security to certain incidents. This supports de-escalation and better outcomes in high-risk situations.	Program		Mid-Term	DCHS, Metro, King County Sherriff's Office	$$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

3

Field Staffing & Support

Limited supervisor coverage and stretched backend support left many feeling isolated in the moments when they most needed assistance. These gaps slowed response, created uncertainty for operators, and weakened the system's ability to stabilize incidents and conduct proactive safety monitoring.

This initiative strengthens the transit agency's internal capacity to support operators directly. Field supervisor staffing will be expanded to provide faster on-the-ground response, while backend resources and systems will be reinforced to ensure consistent real-time support. Dedicated staffing for field safety reviews will also be added, allowing for more proactive monitoring of the built environment and earlier identification of risks. Together, these measures close critical response gaps within Metro operations, reduce delays, and guarantee that frontline staff are no longer left to manage crises without organizational support.

Operators and frontline staff face urgent safety issues without timely backup. Expanding fieldbased supervisors, crisis outreach teams, and transit-specific safety staff will close these response gaps, improve coverage during nonbusiness hours, and ensure frontline workers are no longer left to manage serious incidents alone.



Workstream 14

Field Operations and Backend Resource - Priority

Expanding transit operations staffing ensures faster incident response and stronger support for frontline teams. This solution area increases field supervisor staffing and adds backend system capacity to stabilize incidents and reduce delays.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Field Safety Review Staffing	Assess current staffing dedicated to field safety reviews, design assessments, and security monitoring, and determine whether additional resources are needed to support a more proactive and sustained focus on built environment safety.	Staffing, Program, Process		Near-Term	Metro	$$$
First Line Supervisor Staffing Increase	Increase Metro field supervisor staffing to improve incident response capability, reduce response times, and avoid coverage gaps, especially during security incidents requiring multiple supervisors.	Staffing, Training	High	Mid-Term	Metro	TBD
Resource Support for Implementation and Technology	Allocate additional resources to support Safety & Security technology and analytics roles and prioritize backend system improvements, where support is most urgently needed to ensure successful implementation and functionality.	Technology, Staffing, Data		Mid-Term	Metro	$$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

4

Transit Employee & Rider Reporting

Operators and riders reported that current reporting systems were fragmented, confusing, and often unresponsive. Many operators said they did not know what should be reported, riders had limited ways to raise concerns, and both groups rarely received feedback once a report was submitted. This discouraged reporting and left agencies without the data needed to identify patterns and close gaps.

This initiative transforms reporting into a trusted and transparent process. Simple, multilingual tools will make it easy for operators and riders to file reports in real time, every report will be acknowledged, and outcomes will be communicated back to those who raised the concern. Standardized categories will make data reliable across agencies, and regional dashboards will allow trends to be tracked and shared. Reporting becomes not just a formality, but a meaningful tool for accountability and continuous improvement.



Inconsistent reporting protocols and lack of follow-up have diminished trust and undercut safety improvements. Standardized, user-friendly tools paired with transparent feedback loops, create a reliable system where operators and riders can raise concerns with confidence and expect action.

Workstream 15

Operator Incident Reporting - Priority

Improving reporting tools and communication channels empowers frontline staff to share real-time feedback, escalate safety concerns, and contribute to system improvements. This solution area includes in-transit tools like the Driver Display Unit (DDU), simplified reporting for limited English proficiency (LEP) operators, alternative reporting methods for non-digital users, and mechanisms to involve supervisors and security chiefs in ongoing safety planning.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Frontline Staff Engagement in Safety Reporting	Include feedback from base supervisors, chiefs, and security staff to ensure safety plans reflect operator and frontline staff experiences. Include supervisors, vehicle maintenance, facilities, and operators and provide better tools for reporting.	Policy, Partnerships, Oversight, Training, Messaging, Data	High	Near-Term	Metro, Sound Transit	$
Resource Support for Implementation and Technology	Allocate additional resources to support data and tech infrastructure roles and prioritize backend system improvements, where support is most urgently needed to ensure successful implementation and functionality.	Technology, Staffing, Data		Near-Term	Metro	$$$
Barriers to Origami Access	Simplify access to the Origami reporting system, which currently requires email login and a key fob, creating barriers for operators to submit reports.	Technology, Process, Messaging	High	Mid-Term	Metro, King County IT	$$
Consistent Real-Time Updates for Operators	Improve TCC internal processes and coordination with local dispatch to provide consistent real-time updates back to Supervisors and Operators after incidents are reported, including notification when calls are deferred or reassigned to local police agencies.	Technology, Training, Partnerships	High	Mid-Term	Metro	$
On-Vehicle Operator Reporting Tools	Identify and deploy tools that enable operators to quickly and safely report incidents such as visible drug use while in service. Options include adding a pre-programmed button or new input on the Driver Display Unit (DDU), repurposing the DDU for broader reporting functionality, or piloting tablets on coaches to expand in-transit reporting capacity. In the future, mobile platforms such as the Origami app could be integrated for use on phones or tablets if approved.	Technology, Process, Policy, Training, Program		Mid-Term	Metro	$
Simplified Origami Language for LEP Operators	Simplify the language in Origami reports so operators with limited English proficiency, who make up 60 to 70 percent of the workforce, can understand and complete them more easily.	Training, Design, Messaging	High	Mid-Term	Metro	$
Real-Time Incident Input via DDU	Add a feature to the Driver Display Unit (DDU) that allows operators to immediately report major incidents while in service.	Policy, Training, Technology, Design, Staffing, Process, Product		Long-Term	Metro	$
Alternate Reporting Options for Non-Digital Users	Provide alternative reporting options for operators who are unable to complete detailed written reports; ex a paper form that could be entered into the system later.	Process, Design		Mid-Term	Metro	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Workstream 16

Rider Reporting Access

Expanding and integrating rider reporting tools increases public access to safety channels and improves real-time response coordination. This solution area deploys a unified reporting method, systemwide signage, and public education campaigns while addressing connectivity gaps and simplifying operator-facing tools.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Non-Emergency Reporting Options	Enhance and streamline non-emergency reporting channels, including online forms, email, and phone options, to make them more visible and user-friendly. Develop clear public messaging to help riders understand when and how to use non-emergency channels vs. 911, and integrate these channels into existing customer service workflows for faster response.	Messaging, Process, Program, Policy, Design, Technology		Near-Term	Metro	$$
Signage on Transit Vehicles	Create and install consistent, easy-to-understand signage on all transit vehicles that outlines reporting methods, including QR codes linking to reporting tools and reminders about 911/text-to-911 for emergencies. Coordinate with design, vehicle operations, and customer communications teams to ensure placement is visible and informative.	Program, Design, Messaging		Mid-Term	Metro	$$
Signage at Stops/ Facilities	Deploy signage at key transit stops and facilities that promotes reporting options for emergencies and non-emergencies. Work with facilities, marketing, and communications teams to ensure signage is standardized, accessible, and maintained over time for ongoing rider visibility.	Program, Design, Messaging		Mid-Term	Metro	$$
WIFI Connectivity at Bases	Conduct a comprehensive assessment of cellular and Wi-Fi coverage across the transit system to identify gaps that may impact the ability of riders to use reporting tools. Develop and implement a plan to close coverage gaps in collaboration with IT, facilities, and external providers to ensure equitable access to real-time communication and reporting.	Technology, Services		Mid-Term	Metro	$$$
Unified Reporting App	Design, develop, and launch a unified regional app or digital tool that allows riders to report issues silently and in real time using photos, location data, and QR codes displayed on vehicles and in stations.	Technology, Product		Long-Term	Metro	$$$

Workstream 17

Reporting Access at Bases - Priority

Improving infrastructure for operator reporting increases reliability and access across all shifts. This solution area adds reporting computers at depots and ensures stable Wi-Fi connectivity systemwide, particularly during night shifts, so frontline staff can consistently submit incident reports.

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Additional Reporting Computers and Wi-Fi Access	Increase the number of reporting computers available to operators and ensure Wi-Fi access is functional in all depot areas, including bases, during night shifts.	Technology		Near-Term	Metro, King County IT	$$

Workstream 18

Incident Follow-Up Protocols

Improving transparency and communication after reports are submitted strengthens trust and encourages continued engagement in safety processes. This solution area enhances follow-up systems for both riders and operators, including confirmation messages, and case status updates.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Consistent Post-Incident Contact	Ensure all operators involved in incidents receive timely personal follow-up. Clarify who is responsible for calls, especially during nights/weekends.	Messaging, Staffing, Process		Near-Term	Metro	TBD
Post-Incident Feedback	Develop a consistent operator feedback mechanism to share how drug-related incident reports inform resource deployment and protocol updates. Provide cumulative and route-specific trends to reinforce the value of reporting.	Program		Mid-Term	Metro	TBD
Incident Reporting Follow-up Process	Develop an automated system that provides confirmation to riders who submit non-emergency reports, including case numbers and status updates. Build optional feedback mechanisms so riders can share their experience post-resolution, and integrate these features into existing customer service and incident management processes.	Technology, Process		Mid-Term	Metro	TBD
Acknowledg-ment and Tracking of Submitted Reports	System sends an acknowledgment when a report or safety suggestion is submitted. Employee dashboard allows operators to view recent reports, and someone from Safety provides follow-up emails explaining how safety suggestions were addressed. [In Progress]	Technology		Mid-Term	Metro, ATU 587	TBD
Clear Feedback Loop on Report Outcomes	Create better process to inform someone who reports an incident what the outcome of that report is	Training, Technology, Messaging		Mid-Term	Metro	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Workstream 19

Reporting Outcome Visibility

Publishing safety data and making reporting outcomes visible strengthens trust among riders and frontline staff. This solution area includes recurring public updates on safety trends, monitor displays that share reporting impacts at bases, and tools that demonstrate how operator- submitted data informs leadership decisions and system improvements.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Safety Data Transparency	Create and maintain a recurring reporting process that publicly shares key safety metrics, trends, and rider feedback outcomes in a transparent and easy-to-read format. Coordinate across safety, data, and communications teams to develop a "we heard you" report published monthly or quarterly to build public trust and accountability.	Process, Policy, Messaging, Data, Oversight		Near-Term	Metro	$
Visible Purpose and Impact of Reporting	Increase visibility and communication around the purpose of reporting by showing transit employees why it matters, how the information is used, and how it leads to changes that benefit them directly. Use tools like digital monitors at bases, internal dashboards, and briefings to share updates on trends, actions taken, and improvements made from operator reports. Add visual posters to remind operators to report at base. Security incident report blotter.	Messaging, Process, Policy		Near-Term	Metro	TBD
Displays for Reporting Outcomes	Proceed with current efforts underway to add reporting insights/ outcomes to digital monitors at bases	Training, Technology, Messaging		Near-Term	Metro	$$
Leadership Use of Operator Data	Leverage existing data already used by leadership to show operators how their reports inform decisions, highlighting specific examples of actions taken or improvements made based on operator-submitted data.	Messaging, Process, Training, Technology, Design		Near-Term	Metro	TBD

Workstream 20

Rider Reporting Education - Priority

Improving public safety reporting requires clear education, accessible tools, and visible signage. This solution area develops regional campaigns to raise awareness of how and when to report safety issues, expands signage across vehicles and stations, and promotes emergency options like 911 and text-to-911. It also ensures reporting tools are usable by all riders, including youth and non-English speakers.

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Real-Time Youth Reporting Tools	Provide riders, including youth, with real-time reporting options via text or app to share incidents or safety concerns. [Included in Real Time Rider Reporting Tools]	Technology	High	Mid-Term	Metro	$$$
Community-Focused Rider Messaging	Develop and implement a public awareness campaign to educate riders on how to report drug use safely and appropriately while riding transit. Materials should address health and safety concerns and be culturally responsive to avoid stigmatization.	Program, Training, Messaging, Design		Mid-Term	Metro, DCHS	$$
Messaging Campaign to promote 911 + Text Option	Develop and deliver a clear, consistent messaging campaign across all transit modes to reinforce that 911 and text-to-911 are the primary channels for emergencies and life-threatening incidents.	Messaging, Design		Mid-Term	Metro, Sound Transit	TBD
Rider Issue Reporting Education	Develop rider education materials and signage to encourage reporting of lighting, maintenance, and cleanliness issues through existing Metro reporting tools, improving response to rider concerns and maintaining safer station environments.	Messaging, Design		Mid-Term	Metro	TBD
Rider Reporting Education Campaign	Implement a coordinated education and marketing campaign to raise awareness of all rider reporting options. Use a mix of digital ads, social media, in-station signage, operator announcements, and on-vehicle materials to ensure riders know how to report emergencies and non-emergencies and what to expect after they do.	Messaging, Design, Partnerships		Mid-Term	Metro, Sound Transit	TBD
Signage on Transit Vehicles	Create and install consistent, easy-to-understand signage on all transit vehicles that outlines reporting methods, including QR codes linking to reporting tools and reminders about 911/text-to-911 for emergencies. Coordinate with design, vehicle operations, and customer communications teams to ensure placement is visible and informative.	Design, Product		Mid-Term	Metro, Sound Transit	TBD
Signage at Stops/ Facilities	Deploy signage at key transit stops and facilities that promotes reporting options for emergencies and non-emergencies. Work with facilities, marketing, and communications teams to ensure signage is standardized, accessible, and maintained over time for ongoing rider visibility.	Design, Product		Mid-Term	Metro, Sound Transit	TBD
Rider Education on Crisis Resources	Develop and distribute public-facing materials about behavioral health crisis lines and what riders can do when witnessing someone in need. Include information on 988 and non-police support options.	Partnerships, Messaging, Design		Mid-Term	DCHS, CARE, Metro	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

5

Safe Transit Environments

Riders and operators described many stops and stations as unsafe or neglected, with poor lighting, obstructed sightlines, and limited visible presence. Boarding in dark or isolated areas heightened operator vulnerability, while riders noted that neglected environments eroded confidence and invited unsafe activity. These conditions weakened trust in transit as a safe public space.

The plan invests in making transit environments part of the safety solution. Lighting will be upgraded, blind spots removed, and high-risk stops redesigned to improve visibility. Protective partitions across the fleet will be accelerated, while stations will be activated through stewardship, art, and community programming that signal oversight and care. These changes make safety visible in the environment itself, reassuring operators and riders while deterring unsafe behavior.

Poor lighting, broken infrastructure, and unsafe layouts contribute directly to perceptions of risk and real vulnerability. Strategic infrastructure upgrades on and around transit improve visibility and community pride, transforming high-risk locations into safe, functional public spaces.



Workstream 21

Station & Stop Lighting and Visibility

Improving the physical environment of transit stations strengthens real and perceived safety for riders and staff. This solution area focuses on identifying and addressing infrastructure issues like poor lighting, overgrown vegetation, and visibility barriers, while creating clear channels for riders to report maintenance concerns.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Comprehensive CPTED Assessments and Station Checks	Conduct ongoing Crime Prevention Through Environmental Design (CPTED) and station safety assessments to identify safety risks (lighting, vegetation, visibility, etc.), and ensure issues are prioritized and addressed quickly through maintenance and design improvements.	Program, Data, Staffing, Partnerships, Design		Mid- Term	Metro, Sound Transit, Local Jurisdictions	$$
Rider Issue Reporting Education	Develop rider education materials and signage to encourage reporting of lighting, maintenance, and cleanliness issues through existing reporting tools, improving response to rider concerns and maintaining safer station environments.	Messaging, Design		Mid-Term	Metro, Sound Transit	TBD
Lighting Upgrade Prioritization Plan	Review previous lighting audits to identify and rank priority locations for upgrades, and implement a phased improvement plan targeting areas with the greatest safety risks to ensure well-lit and secure transit spaces.	Process		Mid-Term	Metro	TBD

Workstream 22

Station and Stop Issue Reporting - Priority

Integrating direct operator feedback into station and stop-level decision-making strengthens the link between frontline experience and infrastructure improvements. This solution area establishes recurring in-person base visits to gather actionable input from operators about lighting, visibility, access, and safety conditions at stops, ensuring their insights help shape design and maintenance priorities.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
In-person feedback from Operators	Establish a recurring process for visiting bases and gathering in-person feedback from operators on infrastructure and stop-level safety issues, ensuring frontline concerns are integrated into design and maintenance priorities.	Process		Mid-Term	Metro	$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Workstream 23

Community Activation and Stewardship

Fostering community-led stewardship and creative activation of transit spaces increases public engagement, reduces vandalism, and enhances feelings of safety. This solution area supports small grants for community clean-up and beautification efforts, along with partnerships to expand local art programs at shelters and stops.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Community-Led Transit Space Activation	Offer modest grants and partnerships to community groups to organize clean-up, beautification, and stewardship activities at stations and stops, fostering community ownership and improving perceived and actual safety.	Partnerships, Program		Mid-Term	Metro	TBD
Bus Shelter Art Program	Expand the existing bus shelter art program to increase visibility, deter vandalism, and make transit stops feel more welcoming and cared for through local artist partnerships and community-centered design.	Program		Mid-Term	Metro, Community Arts Organizations	TBD
Pop-Up Vendor Activation	Partner with local vendors and small businesses to activate major transit hubs with pop-up retail and service opportunities, creating vibrant public spaces that increase natural surveillance and improve overall safety	Partnerships, Program		Mid-Term	Local Business Partners, City Permit Offices, Metro	TBD

Workstream 24

Bus Partitions Installation - Priority

Enhancing operator protection through physical infrastructure reduces the risk of assaults and improves frontline safety. This solution area involves retrofitting buses with secure operator partitions and ensuring protective barriers are standard on all new vehicles, aligning with best practices across transit systems.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Operator Protection Infrastructure	Retrofit existing buses with operator partitions and complete installation of protective barriers on new buses to reduce operator exposure to assaults and threatening behaviors, based on rising assault trends and peer system best practices.	Partnerships, Product	High	Near-Term	Metro	$$$$$
Bus of the Future / Closed Driver Compartment	Develop and implement new design standards for future bus procurements that fully enclose operator compartments, ensuring maximum physical separation from passengers and improving operator safety over the long term.	Design, Technology, Partnerships	High	Long-Term	Metro	$$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Workstream 25

Site-Specific Design Improvements for High-Incident Zones

Conducting proactive safety inspections and integrating environmental design strategies strengthens the physical security of transit stations and stops. This solution area includes structured CPTED reviews, recurring inspections, and a field safety staffing evaluation to address safety risks such as poor lighting, overgrown vegetation, and maintenance delays.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Recurring Station and Stop Safety Inspections	Implement structured, recurring station and stop safety inspections to proactively identify and resolve maintenance and security issues, ensuring consistent upkeep and rapid response to emerging risks.	Process, Staffing		Mid-Term	Metro	TBD
Field Safety Review Staffing	Assess current staffing dedicated to field safety reviews, design assessments, and security monitoring, and determine whether additional resources are needed to support a more proactive and sustained focus on built environment safety.	Process, Staffing		Mid-Term	Metro	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

6

Operator Training and Support

Many operators noted that while onboarding prepared them to drive, it left them underprepared for the safety challenges they face daily. Harassment, behavioral health crises, and substance use were all areas where operators felt they lacked practical tools. Refresher training was inconsistent, and emerging risks like youth violence were not systematically addressed.

This initiative redefines training as an ongoing investment in safety. Operators will receive immersive, scenario-based preparation for real-world risks, regular refreshers on de-escalation and trauma-informed care, and access to peer mentorship that extends learning into daily practice. Training will also be inclusive and multilingual, reflecting the diversity of the workforce, and paired with post-incident recovery support. With stronger preparation and continuous reinforcement, operators will be better equipped and more confident in handling safety challenges.

Transit Employees are navigating increasingly complex safety situations and have emphasized the need for training that reflects real conditions, access to real-time tools, and dependable support when incidents occur. Strengthening the systems around frontline teams, from preparation to daily support, enhances their ability to respond confidently and maintain a safe transit environment.

Workstream 26

New Operator Training & Onboarding - Priority

Embedding safety, de-escalation, and trauma-informed care into new operator training equips frontline staff with tools to navigate real-world incidents and workplace demands. This solution area enhances Metro's 8-week onboarding program through expanded training content, guest-led sessions, and realistic job previews. Topics include trauma-informed de-escalation, understanding behavioral health, and preparing for scheduling realities, with peer-to-peer strategies offered by experienced operators.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Preparing Operators for Schedule Realities	Give new operators realistic expectations about scheduling, including frequent night shifts, longer weekly hours (40+), reduced flexibility for RDOs, and limited vacation options. Incorporate senior operators into onboarding sessions to share personal experiences and strategies for adjusting to early career demands.	Training	High	Mid- Term	Metro	$
De-escalation Integration in Operator Training	Incorporate de-escalation training into the 8-week new operator program for Bus. A third session may be added to reinforce skill retention and support real-world application. [In Progress]	Training	High	Near-Term	Metro	$$
Guest-Led Training Sessions	Incorporate "special guest" trainers into new hire curriculum to diversify perspectives and connect training content to lived experience.	Training		Near-Term	Metro	$
Trauma-Informed Training for New Hires	Increase the trauma-informed care training in new hire training	Training		Mid-Term	Metro	$

Workstream 27

Ongoing Training & Specialized Education - Priority

Providing continuous, scenario-based, and specialized training equips transit operators and frontline teams to respond effectively to evolving challenges. This solution area includes recurring de-escalation and behavioral health training, trauma-informed care, youth-focused strategies, and protocol refreshers. It leverages diverse formats, from videos, digital tools, and in-person engagement to ensure accessibility across a multilingual workforce. Training design also integrates operator feedback, legal updates, and field-based insights to maintain relevance and effectiveness.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Employee Protocol Training on Code Violations	Develop standardized training for frontline employees to understand Code of Conduct violations and define standardized response protocols.	Policy, Program, Training, Messaging	High	Near-Term	Metro	$
Youth-Focused Trauma-Informed Training	Develop and implement trauma-informed de-escalation training for frontline transit staff that is specifically focused on interacting with youth. (including ambassadors)	Training	High	Near-Term	Office of Gun Violence Prevention Director; Metro	$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Clear Legal Guidance for Enforcement Actions	Develop clear legal guidance and training for transit security staff on enforcement limitations, protections, and acceptable use of force.	Policy, Training, Messaging		Near-Term	Metro	$$$
Quality of De-escalation Instruction	Enhance the delivery of de-escalation training by ensuring trainers connect authentically with operator experiences. Use trainers with direct field experience to improve relatability.	Training		Near-Term	Metro	TBD
Biannual De-escalation Training Access	Offer mandatory de-escalation training biannual per year through in-person and online options. Expand capacity beyond current limitations in physical classrooms.	Training		Near-Term	Metro	TBD
De-escalation Video Refreshers	Use video monitors inside bases to regularly display de-escalation tips and brief refreshers to reinforce training in real time.	Messaging, Data		Near-Term	Metro	TBD
Origami Training	Add additional training for operators on how to use Origami, as the system is not currently user-friendly. Visual instructions (laminated display cards) displayed at stations on how to use Origami. [in progress: short videos and one pagers are being created to simplify Origami instructions, forms in Origami are being updated]	Training		Near-Term	Metro	TBD
Digital Training and Reference Tools	Produce protocol training videos and quick-reference guides for internal platforms. Install monitors/screens at bases that loop protocol refreshers and real-time updates to ensure protocols are always top of mind.	Training		Mid-Term	Metro	
Timing Review of De-escalation Training	Assess the current timing of Rail operator de-escalation training. Ensure critical skills are reinforced at the end of the 10–11 week training cycle when operators are preparing to go into the field.	Training		Mid-Term	Metro	TBD
Training Feedback Collection Process	Establish a standard process to collect participant feedback after every training session. Use responses to evaluate and refine future trainings.	Process		Mid-Term	Metro	TBD
Senior Operator Input on Training Content	Create a formal mechanism for senior operators to review and provide feedback on training materials before content is finalized and deployed.	Process		Mid-Term	Metro	TBD
Multi-Channel Training Access	Identify and utilize diverse training access points, such as QR codes, social media, printed materials, and the intranet, to ensure operators can easily receive and revisit training information.	Technology		Mid-Term	Metro	TBD
Operator Training Journey Map	Develop and clearly communicate a roadmap of the training journey for operators throughout their careers to improve understanding and motivation.	Process		Near-Term	Metro	TBD
Cross-Agency Incident Training	Implement recurring, scenario-based training for all relevant staff—including operators, dispatchers, security contractors, and CARE teams—on handling drug-related incidents, escalation pathways, and safety considerations, ensuring consistent cross-agency response.	Training, Partnerships		Mid-Term	Metro	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Operator and Staff Materials	Develop training and distribute printed and digital materials for operators and frontline staff to help them compassionately engage unhoused riders, explain available services, and connect riders to outreach teams.	Messaging, Design, Product		Near-Term	Metro	TBD
Behavioral Health Crises Training	Provide all transit operators—new and current—with training to identify and respond to behavioral health crises, using scenario-based examples and real-world de-escalation techniques. Operators requested practical tools and emphasized the importance of outside experts, not just in-house trainers.	Training		Mid-Term	Metro	TBD
Frontline Training on Rider Reporting Options	Train frontline staff and operators to redirect riders to these channels appropriately.	Training		Mid-Term	Metro	TBD

Workstream 28

Training Space Expansion - Priority

Expanding dedicated training spaces at transit bases supports consistent, accessible learning for all frontline staff. This solution area includes securing new classroom space at bus and rail bases to accommodate growing training needs across safety, de-escalation, and behavioral health topics. Onsite access allows more operators to participate in timely, relevant instruction and improves overall program delivery.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Training Space Expansion at Bases	Increase classroom space at bus and rail bases to meet growing training needs. Space is currently being leased to support in-progress expansion.	Infrastructure, Space	High	Mid-Term	King County Council	TBD

Workstream 29

Security Specific Training

Training contracted security teams to identify behavioral health needs and activate appropriate care-based responses strengthens non-escalation pathways across the system. This solution area develops curriculum to help security personnel recognize when outreach is more appropriate than enforcement and outlines clear protocols for direct communication with outreach teams.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Security Training on Outreach Team Protocols	Train contracted security personnel to recognize behavioral health needs and contact transit outreach teams directly when there is no immediate safety threat.	Training		Mid-Term	TBD	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Workstream 30

Control Center Support - Priority

Strengthening systems and protocols within the Transit Control Center (TCC) improves coordination, response reliability, and operator support during and after incidents. This solution area includes standardized dispatcher scripts, streamlined reporting forms, clear triage guidelines for non-enforcement calls, and accountability protocols to ensure timely follow-up with operators.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Standardized Control Center Scripts	Develop and implement standard dispatcher and coordinator scripts for emergency and disruptive incident calls to ensure operators receive consistent and clear questions, instructions, and reassurances.	Process, Messaging	High	Near-Term	Metro	$
Protocol Compliance and Accountability	Reinforce adherence to critical incident response protocol so that operators consistently receive timely follow-up and check-ins. Build accountability for staff responsible for executing post-incident steps. Clarify accountability when TCC or base chiefs do not complete required follow-ups.	Messaging, Staffing, Training	High	Near-Term	Metro	$
Control Center and Base Follow-Up Coordination	Strengthen TCC's role in checking on operators after incidents. Address breakdowns in communication between TCC and base staff following an incident. Improve protocols so alerts are acknowledged and operators are contacted after events.(e.g. in base chief not following up or alert failing)	Process, Policy	High	Near-Term	Metro	$
Consistent Real-Time Updates for Operators	Improve TCC internal processes and coordination with local dispatch to provide consistent real-time updates back to Supervisors and Operators after incidents are reported, including notification when calls are deferred or reassigned to local police agencies.	Process, Technology	High	Near-Term	Metro	$
Protocol Compliance and Accountability	Reinforce adherence to critical incident response protocol so that operators consistently receive timely follow-up and check-ins. Build accountability for staff responsible for executing post-incident steps. Clarify accountability when TCC or base chiefs do not complete required follow-ups.	Policy, Messaging, Process	High	Mid-Term	Metro	$$
Streamlined TCC Forms for Quick Completion	Improve TCC reporting forms to make them easier for coordinators to complete quickly and accurately. [in progress]	Program, Training, Technology, Messaging, Data, Process	High	Mid-Term	Metro	$$
Unified Drug Response Protocol	Develop a formal, region-wide drug use response protocol that outlines agency roles and step-by-step response procedures for transit operators, dispatchers, security, EMS, CARE teams, and police to ensure clear, consistent coordination during incidents.	Program, Training, Messaging, Process		Mid-Term	Metro, Contracted Secruity	$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Dispatcher Protocol Guidelines	Implement simple, clear dispatcher protocols for triaging non-enforcement calls involving unhoused riders. Train dispatch staff to use these guidelines to ensure appropriate outreach or care team response rather than defaulting to law enforcement.	Process, Training		Mid-Term	Metro	$$

Workstream 31

Operator Briefings and Communication - Priority

Strengthening internal communications ensures frontline transit staff receive timely, accessible updates on safety protocols and system changes. This solution area includes redesigning the operations bulletin, piloting regular pre-shift safety briefings, expanding email and device-based communications, and implementing mobile-friendly platforms to increase access for operators and field-based staff.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Operations Bulletin Improvements	Redesign the weekly operations bulletin into a more visual and accessible format focused on protocol and safety updates. Increase visibility by distributing via posters at bases, emails, and short printed digests operators can take with them.	Design, Messaging		Mid-Term	Metro	TBD
Operator Device Integration & Email Usage	Implement a system to push protocol updates directly to operators via County email and future onboard tablets. Ensure real-time updates are accessible and integrated into daily operations workflows.	Process, Technology		Long-Term	Metro	TBD
Mobile-Friendly Communication Tools	Current communication tools like SharePoint are not easily accessible for all employees. Explore and implement digital tools that are mobile-friendly for field-based staff.	Process, Technology		Mid-Term	Metro	TBD
In-Person Protocol Education and Campaigning	Launch a recurring in-person outreach program at bases, led by Base Ops, Safety Team, and union/peer leaders, to walk operators through protocol updates, gather feedback, and reinforce expectations face-to-face.	Program, Training, Messaging, Process	High	Mid-Term	Metro	$$
Pre-Shift Briefings	Pilot a structured pre-shift safety and security briefing model that includes conversational check-ins. Ensure briefings are held weekly in rolling formats and supported by Base Ops and union/peer leaders to improve awareness and trust.	Process, Messaging		Mid-Term	Metro	TBD

Workstream 32

Critical Incident Protocol - Priority

Strengthening the rollout and enforcement of critical incident protocols ensures that operators receive timely, consistent, and trauma-informed support after serious events. This solution area clarifies post-incident steps, defines responsibilities across teams, and reinforces accountability measures to ensure follow-ups are completed.

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Critical Incident Protocol Rollout	Improve communication and implementation of the critical incident protocol with a trauma-informed lens. Clarify what happens after an incident and ensure consistent application across bases.	Process, Messaging		Mid-Term	TBD	TBD
Protocol Compliance and Accountability	Reinforce adherence to critical incident response protocol so that operators consistently receive timely follow-up and check-ins. Build accountability for staff responsible for executing post-incident steps. Clarify accountability when TCC or base chiefs do not complete required follow-ups.	Program, Training, Messaging, Process	High	Mid-Term	Metro	TBD

Workstream 33

Operations Policy Updates

Modernizing internal transit agency policies improves system responsiveness and frontline safety. This solution area focuses on aligning operational and health-related policies with current needs, such as ensuring damaged supervisor vehicles are replaced without delay and reviewing protocols to safely expand access to life-saving tools like Narcan.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Supervisor Vehicle Replacement Process	Update the supervisor vehicle replacement policy to ensure damaged or destroyed vehicles are replaced immediately rather than waiting for the next fleet replacement cycle.	Process		Mid-Term	TBD	TBD
Narcan Access Review	Review current policies and legal frameworks to assess feasibility of placing Narcan on transit vehicles for overdose emergencies. Establish clear guidelines to ensure Narcan is available without requiring operators to administer it themselves.		High	Mid-Term	Metro	TBD

Workstream 34

Post-Incident Operator Safeguards - Critical Priority

Establishing clear rights, protections, and accountability mechanisms ensures that operators feel safe, supported, and fairly treated when responding to transit incidents. This solution area includes developing an Operator Bill of Rights, enforcing policies against video misuse, and creating an after-action review board to assess serious incidents involving operator safety.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Operator Bill of Rights	Create an Operators Bill of Rights similar to New York City best practice	Policy		Long-Term	Metro, ATU 587, King County Council	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
After-Action Review Board for Operator Assaults	After-action review board for operator assaults	Program, Training, Data, Messaging, Partnerships, Process	High	Near-Term	Metro, Rail	$
Policy Enforcement Against Video Misuse	Reduction in video fishing triggered by incident reports, there is a policy in place but may not be consistently adhered to	Policy, Program, Training, Technology		Mid-Term	Metro, ATU 587	$$

Workstream 35

Job Aids, Guides & Operator-Facing Materials

Providing clear, accessible guidance empowers operators to respond to incidents confidently and consistently. This solution ensures frontline staff are equipped with up-to-date escalation materials, printed and digital job aids, visual decision trees, and updated internal policy tools. These materials clarify expectations, support protocol adherence, and reduce confusion during high-stress moments.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Operator Policy Book	Update internal Metro policies & align with TCC [Communications Protocols]	Messaging, Process,Policy		Near-Term	Metro	$
Origami Training	Add additional training for operators on how to use Origami, as the system is not currently user-friendly. Visual instructions (laminated display cards) displayed at stations on how to use Origami. [in progress: short videos and one pagers are being created to simplify Origami instructions, forms in Origami are being updated]	Training, Technology, Data		Near-Term	Metro	$$
Operator Reporting Training and Resources	Create standardized protocols and simple operator tools (e.g., quick reference placard or checklist at operator seat) to ensure operators know what information to report to TCC during emergencies and critical incidents. Provide targeted training for all operators, especially new hires, to improve incident reporting quality.	Messaging, Design, Product, Training	High	Mid-Term	Metro, Dispatchers	TBD
Printed and Visual Protocol Guides	Develop and distribute easy-to-reference protocol materials, including printed escalation cards, laminated flow charts, stickers on vehicles and operator areas, and QR codes linking to mobile-friendly versions. Ensure they are visual, standardized, and prominently posted in buses and at bases.	Messaging, Design, Product		Mid-Term	Metro	TBD
Digital Training and Reference Tools	Produce protocol training videos and quick-reference guides for internal platforms. Install monitors/screens at bases that loop protocol refreshers and real-time updates to ensure protocols are always top of mind.	Messaging, Design, Product		Mid-Term	Metro	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Operator Escalation Cards	Develop and distribute visual, easy-to-use operator escalation cards to guide responses to drug use and possible overdoses. Cards should include decision trees based on user behavior, risks to other riders, and available support resources, and align with regional drug response protocols.	Messaging, Training, Design, Product		Mid-Term	Metro	TBD
Operator and Staff Materials	Develop training and distribute printed and digital materials for operators and frontline staff to help them compassionately engage unhoused riders, explain available services, and connect riders to outreach teams.	Messaging, Training, Design, Product		Mid-Term	Metro	TBD

Workstream 36

Supervisor, Chief, & Superintendents Training & Support - Priority

Improving supervisor capacity and accountability strengthens internal trust and builds a more supportive workplace culture for operators and frontline staff. This solution area includes ensuring all supervisors receive trauma-informed training and establishing clear expectations for unbiased, fair investigations before any disciplinary action.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Trauma-Informed Supervisor Training	Have supervisors all trained in the trauma-informed training [in progress] - socialize that this is available to anyone who manages at least one person	Training		Mid-Term	Metro	$$
Bias-Free Investigations by Chiefs and Supervisors	Provide training on bias-free investigations for chiefs and superintendents, and ensure a full investigation is completed before any disciplinary decisions are made.	Training, Program, Data, Partnerships		Mid-Term	Metro	$

Workstream 37

Peer, Mentorship & Night Shift Support - Priority

Expanding operator mentorship programs builds critical peer-to-peer support, especially for new operators navigating early challenges like night shifts, isolation, and cultural or language barriers. This solution area formalizes the Mentors Moving Metro program, strengthens base-level peer connections, and re-establishes quarterly focus groups specifically for night shift staff.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Mentors Moving Metro Expansion	Expand and formalize the "Mentors Moving Metro" peer mentor program, which currently supports ~80 operators. Designed to bridge cultural and language barriers, this program serves both Bus and Rail. [in progress]	Training, Partnerships, Staffing, Messaging, Design, Program, Services	High	Near-Term	Metro	$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Base-Level Peer Mentorship	Expand peer mentorship opportunities directly at transit bases.	Program, Messaging, Staffing, Partnerships, Services	High	Near-Term	Metro	$$
Quarterly Night Shift Focus Groups	Reestablish quarterly "Night Focus" support groups tailored to the needs of new operators regularly assigned to night shifts.	Program, Training, Messaging, Data, Partnerships	High	Near-Term	Metro, ATU 587	$

Workstream 38

Support for Legal Proceedings

Providing legal process support for transit employees ensures frontline workers can participate in investigations or court proceedings without fear of job-related repercussions. This solution area creates systems to offer paid time off, legal education, and emotional care for operators and staff who are subpoenaed, serve as witnesses, or experience trauma related to on-the-job incidents.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Transit Employee Support for Legal Proceedings	Develop support systems (paid time off, education, care) to help transit workers participate in legal cases related to transit crimes.	Process		Mid-Term		TBD

Workstream 39

Wellness & Trauma Recovery Support - Priority

Expanding access to wellness services strengthens trauma recovery and mental health support for all transit staff, not just operators. This solution area improves communication about EAP services, increases visibility of CuraLinc benefits, ensures early outreach after incidents, and guarantees paid time access to wellness resources. It also includes expanding trauma-informed return-to-work policies, addressing stigma, and equitably extending services to supervisors and departments beyond Bus Ops.

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
Promotion of EAP Services	Communicate across all shifts and bases that the Employee Assistance Program (EAP) has trained mental health professionals available during business hours. Address the mistrust, stigma, and confusion about how to access EAP and whether employees will be paid when using these services.	Training, Messaging, Services	High	Mid-Term	Metro	$
Early Contact from Metro Wellness	Ensure Metro Wellness is contacted at the outset of a critical incident to activate available support services. Employees emphasized the need for early outreach rather than delayed contact days later.	Program, Training, Data, Process		Mid-Term	Metro	$$

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Solution Title	Proposed Action	Solution Type	High Priority	Timeframe	Action Partners	Estimated Funding Needs*
CuraLinc Engagement	Utilization of CuraLinc mental health services remains low. Increase outreach and education about what CuraLinc offers and how to access it.	Program, Messaging, Training, Data		Mid-Term	Metro	$
Ongoing Resource Access Training	Employees need regular opportunities, not just during onboarding, to learn how to access wellness resources. Training time should be allocated throughout the year.	Program, Training, Messaging, Staffing, Process		Mid-Term	Metro	$$
Return to Work After Physical Assault	Create a clear, supported return-to-work pathway for operators who experience physical assault.	Policy		Mid-Term	Metro	TBD
Return-to-Work for Trauma or PTSD	Expand return-to-work procedures to include non-physical trauma (e.g., PTSD).	Policy		Mid-Term	Metro	TBD
Wellness Support for Supervisors and All Staff	Wraparound wellness services should be clearly extended to chiefs, first-line supervisors, and departments like Facilities and Vehicle Maintenance. Current support focuses on operators but is technically available to all; implementation should reflect that. (ex: facilities, Vehicle maintenance)	Process, Messaging		Mid-Term	Metro	TBD
Paid Access to Support Services	Employees need to be able to access mental health and wellness support during paid work hours. Uncertainty about compensation is a barrier to utilization.	Policy		Mid-Term	Metro	TBD
EAP Communication	Misinformation and stigma exist around EAP. There needs to be clear communication across shifts and bases about EAP services, including how to access them, what hours they are available, and whether use is paid.	Messaging		Mid-Term	Metro	TBD
Recruit Staff	Recruit staff for Organizational Health and Development.	Staffing		Mid-Term	Metro	TBD

* Tier 1 ($0–49K): $, Tier 2 ($50K–249K): $$, Tier 3 ($250K–999K): $$$, Tier 4 ($1M–4.9M): $$$$, or Tier 5 ($5M+): $$$$$

Monitoring, Deliverables, and Reporting

Accountability in this Implementation Plan is anchored in delivery. Each initiative and workstream is tied to a set of concrete deliverables, ensuring that commitments translate into visible progress for operators, riders, and the Council. The monitoring process focuses on tracking these deliverables, providing clarity on what has been completed, what is underway, and what requires additional attention.

Deliverable Tracking

Every workstream includes required deliverables such as the adoption of a regional Rider Code of Conduct, execution of interagency agreements, deployment of additional supervisors, installation of protective partitions, or rollout of enhanced reporting tools. These deliverables form the basis for monitoring, allowing progress to be measured against clear, tangible outputs rather than abstract measures.

Workstream Oversight

Workstreams under each initiative will be tracked against milestones and deadlines. Progress will be reported in terms of deliverables achieved, with any delays or barriers identified early. Where additional resources, coordination, or policy support are required, these issues will be elevated to the Implementation Review Group for resolution.

Reporting Cadence

The Implementation Review Group will review progress monthly, with bi-annual reports provided to the Council. Reports will highlight:

- Deliverables completed and visible improvements achieved.
- Workstreams that are on track or require corrective action.
- Resource adjustments or policy decisions needed to maintain momentum.

Transparency for Stakeholders

A progress dashboard will make the status of deliverables accessible to operators, labor partners, and agency staff. By showing what has been achieved and what is underway, the dashboard reinforces transparency and strengthens trust across the system.

Adaptive Management

Monitoring will be flexible to reflect real-world challenges. If certain deliverables face barriers due to legal, funding, or operational constraints, the Implementation Review Group will recommend adjustments while preserving the intent of the original solution. This approach ensures the plan remains both accountable and achievable over time.

Governance and Oversight Structure

The success of this Implementation Plan depends on strong governance and clear accountability. To achieve this, the Task Force recommends establishing an Implementation Review Group (IRG), a cross-sector body that will monitor progress, resolve delivery challenges, and ensure fidelity to the Council's motion.

The IRG will be composed of 12–15 members representing transit agencies, labor, local jurisdictions, law enforcement, behavioral health providers, and community organizations. Membership will also include ATU leadership and operator representatives, ensuring that those most affected by safety decisions remain central to oversight. The group will meet monthly, with a mix of virtual and in-person sessions, and will be supported by Task Force consultants who will facilitate meetings, track progress, and prepare status updates.

The IRG's responsibilities will include:

- **Reviewing and approving implementation milestones** to confirm that each workstream is completed as intended.
- **Tracking performance metrics** across staffing, training, incident response, reporting, and environmental improvements.
- **Identifying and resolving cross-agency bottlenecks** that impede timely delivery.
- **Advising on resource allocation and budget priorities**, ensuring alignment with Council directives.
- **Providing monthly status reports** to the Council and other stakeholders, reinforcing transparency and accountability.



By formalizing this governance structure, King County will ensure that the Implementation Plan moves beyond recommendations to measurable, sustained results. The IRG creates a shared space for accountability and collaboration, while maintaining direct oversight from the Council through regular briefings. This balance of cross-agency coordination and public accountability reflects the intent of Motion 16783 and the Task Force's commitment to durable impact.

Next Steps

The adoption of this Implementation Plan marks the beginning of a coordinated effort to transform transit safety across King County. Moving forward, the focus shifts from design to disciplined execution.

Immediate Priorities

In the near term, agencies and partners will begin implementing the highest-impact deliverables that can be advanced within existing resources. This includes establishing standardized incident definitions, expanding field supervision to provide operators with visible backup, and accelerating environmental improvements such as lighting upgrades at high-risk locations. These early actions will demonstrate visible progress and set the foundation for broader systemic change.

Implementation Review Group

The Implementation Review Group (IRG) will be convened immediately following adoption. This body will oversee delivery of workstreams and solutions, track progress against milestones, resolve barriers, and ensure consistent reporting to the Council and the public. Monthly reviews and quarterly reporting will provide transparency and allow for adaptive adjustments as challenges emerge.

Medium- and Long-Term Actions

Beyond immediate measures, agencies will phase in solutions that require additional funding, interagency agreements, or new capacity. This includes scaling behavioral health and outreach staffing, building regional coordination infrastructure, and implementing technology-driven reporting and data dashboards. These longer-term actions will institutionalize safety as a core feature of the region's transit system.

Shared Responsibility

Sustained success will require the ongoing partnership of operators, ATU leadership, agency executives, local jurisdictions, law enforcement, care providers, and the Council. Each has a role to play in ensuring that commitments are honored, resources are aligned, and progress is visible to the public.

Commitment to Transparency

Finally, moving forward means not just delivering solutions, but demonstrating that delivery to operators, riders, and communities. Public-facing dashboards, regular Council updates, and clear feedback loops for operators and riders will build trust and reinforce accountability at every level.

hello@kingcountytransitsafetytaskforce.com

Regional Transit Safety Task Force Metro's Commitments

Committee of the Whole

October 6, 2025



Improving Regional Transit Safety



Supporting Employees – Before Incidents

- Aligning and strengthening regional Code of Conduct standards and communications
- Strategically coordinating regional deployments of security, law enforcement, and behavioral health services
- Investing in infrastructure, expanded trainings, and additional safety communications

Supporting Employees – During Incidents

- Strategically coordinating regional deployments of security, law enforcement, and behavioral health services
- Reducing incident response times and deploying the appropriate resource
- Improving employee care during incidents by strengthening response protocols

Supporting Employees – After Incidents

- Improving employee care by expanding programs and resources to help staff's ongoing wellness needs, especially following incidents
- Increasing ease of and access to incident reporting

Supporting Riders

- Creating new ways for riders to report what's happening on our system
- Improving how we provide closure to riders after they report issues

Closing and Questions

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	7	**Name:**	Brandi Paribello
Proposed No.:	2025-0141	**Date:**	October 6, 2025

SUBJECT

Proposed Ordinance 205-0141 would authorize the Executive to execute an amendment extending the term of existing shared fiber optic installation and maintenance agreements, enter into future shared fiber agreements, and execute two specific project agreements with the City of Seattle and the Washington State Department of Transportation.

SUMMARY

In 1995, the King County Council approved a motion which authorized the County to enter into an interagency agreement with the City of Seattle for construction of a fiber optic network in downtown Seattle, which included General Terms and Conditions which would apply to future agreements. In 1997, the Council approved an ordinance allowing for a similar project in Council District 10. Since that time, the parties have executed several addenda and an updated version of the General Terms and Conditions.

The proposed ordinance, as transmitted, would authorize the Executive to execute additional agreements related to fiber optic installation and maintenance projects, both now and in the future, and two specific project agreements with the City of Seattle and the Washington State Department of Transportation.

BACKGROUND

Public Agency Fiber Optic Projects and Interagency Agreements. In the 1990s, a group of local public agencies in the school district in the region formed a consortium, referred to as the "Fiber One Consortium," to construct a series of shared fiber infrastructure projects. In 1995, the Council approved Motion 9736, which authorized an interagency agreement between King County and the City of Seattle for the construction of a fiber optic network in downtown Seattle. Attached to this legislation are the General Terms and Conditions to be associated with any such future agreements. It appears from the available records that this may have been intended to provide Executive authority to execute additional project agreements; however, the agreement available with the motion covers only a specific project in the downtown core from the Seattle Exchange Building, which acts as a network interconnection hub, to the King County

Courthouse. Council staff would also note that typically motions are not used for Council approval of legal agreements.

In 1997, the Council approved Ordinance 12871, which authorized the Executive to execute a twenty-year interagency agreement among several parties[1] to install and maintain a shared fiber optic network located in Council District No. 10. Despite the ordinance title being geographically limited to Council District No. 10 and based on the language in the body of the ordinance, it appears that this legislation was intended to authorize the Executive to execute an umbrella interagency agreement setting forth the General Terms and Conditions under which project-specific agreements could be executed. Under this legislation, King County is obligated to pay its proportionate share of installation costs, as well as annual maintenance costs based on the number and length of the fiber strands it owns.

Since 1997, the County has executed other project services agreements, more recently referred to as an "addendum," using the general terms and conditions. In 2018, many of the participating agencies to the interagency agreement executed an additional addendum, which by its terms extended all specific project agreements or addenda involving federal agency participation for an additional 10 years or until 2028. For specific projects to which the federal government was not a participant, the term of a specific project agreement or addendum remained 20 years from the execution date of the specific project agreement or addendum.

According to Executive staff, they believe the underlying agreement to which the County was a party expired after its 20-year duration, and they note that an extension agreement was drafted in 2018 that would extend all agreements for another 10 years. This extension was executed by other parties in the consortium, but Executive staff indicate that the County did not execute it for reasons that are unclear.

Code Provisions on Expending Money Beyond the Biennium. King County Code[2] prohibits an agency from expending or contracting to expend any money in excess of amounts appropriated, except under the following circumstances outlined in code:

- The contract commits the County to expend funds beyond the biennium and the contract includes a cancellation clause for lack of appropriation, as further provided in code; or
- The contract commits the County to expend funds beyond the biennium and the Council, at the request of the Executive, adopts an ordinance permitting the County to enter into the contract; or
- One of the other circumstances provided by code, such as the contract is an emergency contract.

According to Executive staff, for many years following the expiration of the original interagency agreement, the City of Seattle was willing to include a non-appropriation clause in the new project agreements entered into between the County and other

[1] King County, the City of Seattle, the University of Washington, Seattle Community College District VI, the United States General Services Administration, Seattle Community Colleges, King County Library, and the Seattle School District

[2] K.C.C. 4A.100.070.D.1

consortium parties. This allowed KCIT to execute new project addendum agreements without Council approval. However, at some point a few years ago, the City of Seattle reported that they were no longer willing to include that provision.

Executive staff note that, despite not having an executed agreement or the inclusion of a non-appropriation clause, new shared fiber projects were initiated by the King County Department of Information Technology (KCIT), where the work was completed and annual maintenance costs have been paid each year.

Recent Legislation History. In 2022, the Executive transmitted Proposed Ordinance 2022-0141, which would have added language in code to authorize the Executive to execute any agreement to pay for the County's share of costs for fiber optic projects under the General Terms and Conditions authorized by Ordinance 12871 without Council approval. At the time, Executive staff were not able to provide the interagency agreement nor the General Terms and Conditions that were associated with this ordinance, so it was not clear what the Council would be authorizing by adopting the proposed legislation. Additionally, based on other records provided by Executive staff, it appeared that over time new versions of General Terms and Conditions (GTAC) were being used by the consortium partners and therefore the original 1997 GTAC were no longer current. Council staff raised other concerns with this legislation and the then-sponsor of the legislation communicated the conditions under which they would hear the item in committee. These conditions were not met and ultimately the legislation lapsed.

In 2024, the Executive transmitted Proposed Ordinance 2024-0256, which took a different approach than the 2022 legislation described above (and which is described in the Analysis section of the staff report). It was transmitted shortly before the budget standdown and was not reintroduced before the deadline for 2025 so lapsed. Executive staff retransmitted the same legislation in 2025 as Proposed Ordinance 2025-0141

ANALYSIS

Proposed Ordinance 2025-0141 would authorize the Executive to execute:

- An amendment extending the term of fiber optic installation and maintenance agreements as provided by the 2018 extension described earlier in the staff report (and provided as Attachment A to the proposed ordinance). Executive staff indicate that existing project agreements would therefore be in effect until 2028;
- Future project agreements under approved General Terms and Conditions; and
- Two project-specific agreements:
    - (1) Addendum #34 covers the fiber cable installation supporting the Washington State Department of Transportation (WSDOT) and the King County Metro Transit Department for the 2016 WSDOT tunnel project with the City of Seattle and the Washington State Department of Transportation. This addendum also extends the date of Addendum #27, which according to the statement of facts in the legislation, is to enable WSDOT to complete payment to the City of Seattle for the completed work;

- (2) Addendum #36 is also related to the WSDOT tunnel project, specifically installing fiber cabling between Pier 48 and the Coleman Dock, temporarily rerouting existing fiber optic cabling related to Seattle's waterfront project, and the permanent reroute of King County fiber path between King Street Center and Coleman Dock by December 15, 2018. Executive staff indicated that the work related to these projects is already complete.

The statement of facts for the proposed legislation indicates that total annual maintenance cost for all shared fiber projects is on average $10,000 per year. However, Executive staff have previously cited $50,000 per year, so the exact figure is unclear.

Executive staff indicate that future fiber project requests have been placed on hold pending the resolution of the lack of an executed agreement on the part of the County. According to Executive staff, once this is resolved, KCIT will enter into project agreements and work with the City of Seattle to prioritize and schedule the outstanding fiber projects.

Issues with Transmitted Legislation. Council staff have identified the following issues with this legislation:

1) *Transmitted legislation does not include any version of the General Terms and Conditions (GTAC):* While the transmittal includes the 2018 extension agreement that was executed by other parties in the consortium and that extension references "the existing General Terms and Conditions", no version of the GTAC is included in the transmittal. Based on available records, it appears changes have been made since the version adopted as of Ordinance 12871. Therefore, it is not clear what terms the Council is approving under the proposed ordinance.

2) *It is not clear why the Council would need to specifically approve the project-specific agreements retroactively (Addenda #34 and #36, describe above) :* Executive staff indicate that approval of this ordinance is intended to grant retroactive approval for the project agreements that the County entered into between the expiration of the original umbrella interagency agreement and the potential adoption of this ordinance. Initially, according to Executive staff, WSDOT was not going to pay its financial obligations under the project until Addendum #36 was fully executed by all parties including King County. However, in June of this year, Executive staff reported that WSDOT has fulfilled its outstanding financial obligations. Additionally, Executive staff have indicated that they previously were under the assumption that the City of Seattle would remove County access to the fiber for the Coleman Dock and the King County Water Taxi but later reported that was not going to occur.

AMENDMENTS

There is a striking amendment and a title amendment to the proposed ordinance.

Striking Amendment S1 would do the following based on legal analysis by Council's counsel:

1. Update the statement of facts to more accurately reflect the legislative history of the Fiber One project agreements and addenda.
2. Add a finding that the executive was authorized under Ordinance 12871 to enter into specific project agreements or addenda using the 1997 terms and conditions without further Council approval.
3. Update the findings to include that it is in the best interests of the County to authorize the Executive to execute existing and future fiber optic network installation and maintenance project agreements or addenda using the most recent terms and conditions agreement without Council approval.
4. Limit any commitment by the County to expend funds beyond the current appropriation period to maintenance purposes only.
5. Replace
    a. Attachment B. Project Services Addendum #34 to Fiber One Agreement
    b. Attachment C. Project Services Addendum #36 to Fiber One Agreement

   With the following:
    c. Attachment B. Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010

INVITED

- Stephen Heard, Interim Chief Information Officer and Director, King County Information Technology

ATTACHMENTS

1. Proposed Ordinance 2025-0141 (and its attachments)
2. Striking Amendment S1
    a. Attachment B. Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010
3. Title Amendment T1
4. Transmittal Letter
5. Fiscal Note

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2025-0141.1 **Sponsors** von Reichbauer

AN ORDINANCE authorizing the executive to execute an amendment extending the term of fiber optic installation and maintenance agreements; authorizing the executive to enter into future project agreements under approved general terms and conditions; and authorizing the executive to execute two project agreements for fiber optic installation and maintenance with the city of Seattle and the Washington state Department of Transportation.

STATEMENT OF FACTS:

1. Ordinance 12871 authorized the execution of a twenty-year interagency agreement among King County, the city of Seattle, the University of Washington, Seattle Community College District VI, the United States General Services Administration, Seattle Community Colleges, King County Library, and Seattle School District ("the participating agencies").

2. The interagency agreement set general terms and conditions to be used for shared fiber optic network installation and maintenance projects ("the general terms and conditions").

3. Ordinance 12871 further authorized the executive to a execute a specific project services addendums for fiber optic installations and

maintenance from the Seattle Municipal Building to the Seattle Center using the general terms and conditions.

4. Since 1997, the county has executed other project services addendums using the general terms and conditions and committing the county to pay its proportionate share of capital and maintenance costs.

5. The cost of maintenance owed by the county under executed project services addendums is on average ten thousand dollars per year but generally continues beyond a single appropriation period.

6. In 2018, a proposed amendment to the general terms and conditions was presented to the participating agencies to extend all project services addendums for an additional ten years.

7. It is in the best interests of the residents of King County to extend the executed project services addendums for an additional ten years.

8. The general terms and conditions may be used for future shared fiber optic network installation and maintenance projects as determined by the executive and the participating agencies.

9. It is in the best interests of the residents of King County to authorize the executive to execute future project services addendums using the general terms and conditions without requiring council approval for each project agreement even where the agreement commits the county to expend funds for maintenance beyond a current appropriation period.

10. Addendum #34 covers the fiber cable installation supporting Washington state Department of Transportation ("WSDOT") and the King

County Metro transit department ("KCM") for the 2016 WSDOT Tunnel project. The work includes the completion of the fiber installation between SR99 Tunnel South Operations Building to the Capitol Hill Radio Tower and the KCM South Access Cabinet Project, along with changes in cost allocation between SDOT and KCM. It shall be noted that addendum #34, also is extending the end date of Addendum #27 to December 31, 2019, to enable WSDOT to complete payment to city of Seattle for the completed work.

11. Addendum #36 is also related to the WSDOT Tunnel Project, specifically installing fiber cabling between Pier 48 and Coleman Dock, temporarily rerouting existing fiber optic cabling for the Seattle Department of Transportation Waterfront Project, the permanent reroute of King County fiber path between King Street Center and Coleman Dock by December 15, 2018, and the removal of fiber connecting WSDOT emergency gates by January 11, 2019.

12. It is in the best interests of the residents of King County to enter into the Project Services Addendum in Attachment B to this ordinance.

13. It is in the best interests of the residents of King County to enter into the Project Services Addendum in Attachment C to this ordinance.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. A. The council finds and determines it is appropriate and in the best interests of the residents of King County to extend the term of all project services addendums executed using the general terms and conditions to be used for shared fiber

optic network installation and maintenance projects ("the general terms and conditions") for an additional ten years as described in Attachment A to this ordinance.

B. The council finds and determines it is appropriate and in the best interests of the residents of King County to authorize the executive to execute future shared fiber optic network installation and maintenance project agreements using the general terms and conditions without council approval provided the commitment to expend funds beyond a current appropriation period is limited to maintenance.

C. The council finds and determines it is appropriate and in the best interests of the residents of King County for the county to enter into a Project Services Addendum agreement based on the general terms and conditions with the city of Seattle and the Washington state Department of Transportation for the fiber optic installation and maintenance as described in Attachment B to this ordinance.

D. The council finds and determines it is appropriate and in the best interests of the residents of King County for the county to enter into a Project Services Addendum Agreement based on the General Terms and Conditions with the city of Seattle and the Washington state Department of Transportation for the fiber optic installation and maintenance as described in Attachment C to this ordinance.

SECTION 2. A. The executive is hereby authorized to execute the extension amendment to the general terms and conditions in substantially the form provided in Attachment A to this ordinance.

B. The executive is hereby authorized to execute all project agreements determined by the executive to be in the best interests of the county utilizing the general

terms and conditions without further council approval provided the only commitment to expend funds beyond the then current appropriation period is for maintenance.

C. The executive is hereby authorized to execute the Project Services Addendum in substantially the form provided in Attachment B to this ordinance.

D. The executive is hereby authorized to execute the Project Services Addendum in substantially the form provided in Attachment C to this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

Girmay Zahilay, Chair

ATTEST:

_____

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Shannon Braddock, County Executive

Attachments: A. 2018 – Ten Year Extension of the Seattle Fiber One Agreement Addendum #33, B. Project Services Addendum #34 to Fiber One Agreement, C. Project Services Addendum #36 to Fiber One Agreement, D. Fiscal Note

2018-Ten Year Extension of the Seattle Fiber One Agreement Addendum 33

WHEREAS, THIS INTER-AGENCY AGREEMENT is made as of this _____ day of _____, 2018, by and between the following public agencies: THE CITY OF SEATTLE, a municipal corporation organized and existing under the laws of the State of Washington, KING COUNTY, UNIVERSITY OF WASHINGTON, SEATTLE COMMUNITY COLLEGE DISTRICT VI, an agency of the State of Washington, THE UNITED STATES GENERAL SERVICES ADMINISTRATION, SEATTLE PUBLIC SCHOOLS, NATIONAL OCEANIC AND ATMOSPHERIC ADMINSTRATION - PACIFIC MARINE AND ENVIRONMENTAL LABORATORY, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, CITY OF SHORELINE, CITY OF EDMONDS, FEDERAL BUREAU OF INVESTIGATION, UNITED STATES COAST GUARD, and the PORT OF SEATTLE,

In this Addendum, the above named parties may be collectively referred to as "Project Participating Agencies".

WHEREAS, the City of Seattle has adopted a resolution encouraging the development of projects to share the installation of fiber optic systems with other public agencies, and

WHEREAS, the Participating Agencies intend to construct telecommunications systems utilizing fiber optic cable as the transmission medium, and for this purpose may desire to occupy Facilities owned by the City and other Facility Owners; and

WHEREAS, the Participating Agencies are willing, to the extent they may lawfully do so and subject to the terms and conditions hereinafter set forth, to share fiber optic installations; and

WHEREAS, the Project Participating Agencies desire to memorialize the scope of the fiber arrangements for sharing the cost of the fiber installations, maintenance costs, and the use of the fiber within the cables;

WHEREAS, Section VI. of Addendum 2 states:

> ...The following paragraph will replace the provisions of Section VI, Additional Terms and Conditions Applicable to all Fiber Optic Project Agreements, Paragraph D., Term:
>
> > Fiber Optic Project Agreements shall become effective upon the execution of all Participating Agencies, and unless terminated in accordance with the provisions of Article VI. E - Termination, shall continue in effect for a term of ten (10) years.
> >
> > One year prior to the expiration of this ten year period, the Participating Agencies shall in good faith negotiate a new Agreement for a ten (10) year period. As a

starting point for negotiations of an Agreement, the Participating Agencies will use the Fiber Optic Project Agreement as the framework for further negotiations. Under the terms of any Agreement, the Participating Agencies shall continue to make payments to Facility Owners for use of Facilities and to make other payments specified in the Fiber Optic Project Agreement.

NOW, THEREFORE, the parties hereby agree to extend all agreements, cable cost sharing, and maintenance sharing costs for another 10 years in accordance with the existing General Terms and Conditions including Exhibit A and B, and Addendum1 - Use of UG Conduit and Addendum 2 - Terms for GSA:

CITY OF SEATTLE		**WASHINGTON STATE**
DEPARTMENT OF INFORMATION TECHNOLOGY		**DEPARTMENT OF TRANSPORTATION**
By: Tracye Cantrell		By: Thomas G. Pierce for Grant Rodeheaver
Title:Acting CTO for Seattle Information Technology		Title: Director, IT Division
Date: 4/11/2018		Date: 4/5/2018
Tracye Cantrell		Thomas G. Pierce
UNIVERSITY OF WASHINGTON		**KING COUNTY**
By: Brad J. Greer		By:
Title: UW-IT AVP, CTO		Title:
Date: 5/30/2018		Date:
Brad J. Greer		
SEATTLE COMMUNITY COLLEGE DISTICT VI		**SEATTLE PUBLIC SCHOOLS**
Andrew Swanson		James D Young
By: Andrew Swanson		By: James D Young
Title: IT Director		Title: IT Manager Infrastructure
Date: 6/4/18		Date: 6/4/18

NATIONAL OCEANIC AND ATMOSPHERIC ADMINSTRATION Office of the CIO / N-WAVE		**UNITED STATES**
PACIFIC MARINE AND ENVIRONMENTAL LABORATORY		**GENERAL SERVICE DIVISION**
By: Robert Sears		By:
Title: Director NOAA Ent. Networking		Title:
Date: 10/5/18		Date:
Robert Sears		
UNITED STATES		**UNITED STATES**
FEDERAL BUREAU OF INVESTIGATION		**COAST GUARD**
By:		By:
Title: Contracting Officer		Title:
Date: 5/1/19		Date:
CITY OF SHORELINE		**CITY OF EDMONDS**
By:		By:
Title: CITY MANAGER		Title: IT MANAGER
Date: 1/11/19		Date: 6/24/2018
PORT OF SEATTLE		
By:		
Title:		
Date:		

Project Services Addendum #34 to Fiber One Agreement

Washington State Department of Transportation Alaskan Way Viaduct/Tunnel Projects

Regarding: Extending the End Date on

Addendums 25, 27, 29, and 30;

And Increasing the Cost on Addendum 29

This Project Services Addendum to the Fiber One Agreement is made by and among the following parties: the City of Seattle ("Seattle"), a Washington municipal corporation, acting by and through its Seattle Information Technology Department (SIT), formerly Department of Information Technology ("DoIT") and Seattle Department of Transportation ("SDOT"); and Washington State Department of Transportation ("WSDOT"); and King County (Metro/Transportation Department, "KCM").

In this Addendum, the above-named parties may be collectively referred to as "Project Participating Agencies".

WHEREAS, WSDOT is a Participating Agencies in the Fiber One Agreement; and

WHEREAS, acting as Lead Agency, SIT (formerly DoIT) is extending the end dates on Addendums 25, 27, 29, and 30 with WSDOT. SIT is increasing the cost on Addendum 29.

WHEREAS, the Project Participating Agencies desire to memorialize the extension of the ending dates Addendums 25, 27, 29, and 30 and increased cost for Addendum 29.

NOW, THEREFORE, the Project Participating Agencies hereby agree as follows:

1. **Overview of the Project Scope**
   The project scope covers the safety watch of the conduit and cable installation of dedicated fiber for future SDOT and KCM highway and operation applications.
   1.1. Addendum 25 – WSDOT Fiber from the SR 99 Tunnel South Operations Building to Capitol Hill Radio Tower. This has been partially completed. DoIT/SIT has not completed the spur from DoIT/SIT manhole on Railroad Avenue to the SR 99 Tunnel South Operations Building. WSDOT is waiting to see if their wireless connection works. If it does, WSDOT may not have us finish this work. See original Addendum 25 Agreement for specifics of WSDOT Fiber installation.
   1.2. Addendum 27 – UTB 1127 – WSDOT Aurora cable and Spurs on Aurora Avenue North at Roy Street cabinet, Lee Street cabinet & Queen Anne Street cabinet. This Project was completed after the end date on the previous agreement. In order for WSDOT to pay DoIT/SIT, DoIT/SIT needs to extend the end date. See original Addendum 27 Agreement for specifics of installation.
   1.3. Addendum 29 – North Access Cabinets Project has been completed. This Project was completed after the end date on the previous agreement. We are increasing the cost to

WSDOT and decreasing the cost to KCM. See original Addendum 29 Agreement for specifics of installation.

1.4. Addendum 30 – South Access Cabinets Project has not been started yet. See original Addendum 30 Agreement for specifics of installation.

2. Project Contact Information:

The Project Manager for WSDOT is Patrick Fuller, desk (206) 805-2960, FulleP@wsdot.wa.gov.

The Network Services Manager for WSDOT, Office of Information Technology, is Randy Baker, Network Services Manager, desk (360) 705-7787, bakerra@wsdot.wa.gov.

The Fiber Program Manager for the City of Seattle Information Technology Department is Kris Henry- Simmons, desk (206) 684-0265, cell (206) 255-6258, kristine.henry-simmons@seattle.gov.

3. Project Description:

DoIT will be responsible for the following:

See original Addendums 25, 27, 29, and 30.

4. WSDOT/WSDOT's Contractor will be responsible for the following:

4.1. See original Addendums 25, 27, 29, and 30.

5. Lead Agency

City of Seattle, Seattle Information Technology Department (SIT, formerly DoIT)

6. Project Manager

Kris Henry-Simmons, City of Seattle, Seattle Information Technology Department

7. Facility Owners

The existing DoIT fiber cable was installed by DoIT using existing SDOT handholes and conduit. SDOT maintains the conduit system. The conduit and handholes installed by WSDOT/WSDOT's Contractor will be maintained by SDOT.

8. Project Budget, Contingency and Cost Sharing Method:

The project budget for Addendum 25 – WSDOT Fiber from South Operation Building to Capitol Hill Radio Tower - is $91,561.77. SIT/DoIT has billed WSDOT $52,348.55 ($47,210.89 on WO#1309501, and $5,127.66 on WO#315070). We have not completed the fiber spur from our manhole on Railroad Avenue to WSDOT's SR Tunnel South Operations Building.

The project budget for Addendum 27 – UTB 1127 – WSDOT Aurora cable and Spurs to Aurora and Roy Street cabinet, Aurora and Lee Street cabinet, and Aurora and Queen Anne is $21,000. The cost estimate should have been $24,000. This project was not completed by the end date on the previous agreement but can be closed now.

The project budget for Addendum 29 – North Access Cabinets - was set at a not-to-exceed amount of $42,500, (Exhibit B). The cost of the project was split between WSDOT ($21,295) and KCM ($21,205). SIT would like to amend the cost for WSDOT to $28,500. Sit would like to amend the cost for KCM to $14,000. This project was completed after the end date on the previous agreement and after payment and processing, it can be closed. In order for WSDOT to pay DoIT/SIT, DoIT/SIT needs to extend the end date.

Only one (1) cabinet was a type 6 cabinet that provided space for a King County Metro fiber spur. The other five (5) cabinets belonged to SDOT so the costs were not shared as estimated on for Addendum 29. Too, SIT's crews had to install and terminate the cable spurs into each cabinet, verify which cable to splice too at the 4x4x4 manhole for the spur to 6th Avenue and Harrison Street. The manhole was not connected to the cabinet, so SIT had to come back later after a conduit was installed to splice the spur cable. Not all the cables were installed, SIT also had to come back at a later date to splice the spurs to Dexter and Harrison and to Dexter and Republican and finish testing.

The project budget for Addendum 30 – South Access Cabinets is $34,500, split WSDOT ($25,893) and KCM ($8,607). Other than meetings, we have not started installation of this project.

8.1 Billing for the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION will be sent to:

Office of Information Technology
Vendor Payments
PO Box 47430
Olympia, WA 98504-7430

A courtesy copy of the invoice shall also be provided via email to the WSDOT Network Services Manager identified under **Section 2 – Project Contact Information**.

8.2 Billing for KING COUNTY METRO will be sent to:

KING COUNTY TRANSPORTATION
Attn: John Toone
Metro Transit Division
Department of Transportation
201 S Jackson St, MS KSC-TR-0819
Seattle, WA 98104

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9. Contractual Framework and General Terms and Conditions:

The Project Participating Agencies on this project adopt the Fiber One Agreement General Terms and Conditions (Exhibit A) for fiber sharing projects as part of this Addendum. The allocation of the existing and new fiber is subject to the same terms and conditions as if the fiber were installed as a shared project and the Participating Agencies accept the applicable Fiber One duties, limitations, and obligations.

10. Special Terms and Conditions:

The Seattle Department of Information Technology, as the lead agency, will maintain management and maintenance responsibility for the backbone fiber cable covered under this addendum. All fiber maintenance shall be completed by Seattle Information Technology Department, or its contractors on a cost-reimbursement basis, plus agreed upon overhead, consistent with the General Terms and Conditions. The conduit and handhole system are maintained by SDOT.

11. Schedule:

It was estimated that the projects associated with the various Addendums 25, 27, 29, and 30 would be completed by the end of December 31, 2016. The projects were all pushed out, and SIT would like to extend the end date for Addendum 25, 27, 29, and 30 to December 31, 2019. The Term date for this amendment shall be December 31, 2016 - December 31, 2019.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AMENDMENT

CITY OF SEATTLE		**WASHINGTON STATE**
SEATTLE INFORMATION TECHNOLOGY DEPARTMENT		**DEPARTMENT OF TRANSPORTATION**
By: Kris Henry-Simmons		By: Matthew R. Modarelli
Title: Fiber Program Manager		Title: CIO & Director, ITD
Date:		Date:
CITY OF SEATTLE		**KING COUNTY**
DEPARTMENT OF TRANSPORTATION		**TRANSPORTATION DEPARTMENT**
By:		By:
Title:		Title:
Date:		Date:

Attachments:
Exhibit A-GENERAL TERMS AND COND_2019_0129
Exhibit B-Estimate_WSDOT_North_Access_Splicing_for_SDOT_and_KCM_2019_0207

Project Services Addendum #36 to Fiber One Agreement

Washington State Department of Transportation, Seattle Transportation Department, King County, and Seattle Information Technology

1) Pier 48 to Colman Dock Fiber Installation
2) Re-Routing Fiber to Colman Dock and SFD#5
3) Removing WSDOT Fiber Spurs and Splice Back the Backbone Fiber Cable for WSDOT Emergency Gates 1-4, Building 1051, 6, and 9
4) Plumbing Through 4" SIT Conduit Used by WSDOT to Connect to Century Link on Marion Street and Alaskan Way

This Project Services Addendum to the Fiber One Agreement is made by and among the following parties: City of Seattle ("Seattle"), a Washington municipal corporation, acting by and through its Seattle Information Technology Department (SIT), formerly Department of Information Technology ("DoIT"); Washington State Department of Transportation ("WSDOT"); and King County ("KC").

In this Addendum, the above named parties may be collectively referred to as "Project Participating Agencies".

WHEREAS, WSDOT, KC, and SIT are Participating Agencies in the Fiber One Agreement; and

WHEREAS, acting as Lead Agency, SIT (formerly DoIT) is installing fiber from Pier 48 to Colman Dock for King County and Washington State Department of Transportation.

WHEREAS, acting as Lead Agency, SIT has a temporary route for WSDOT from Coleman Dock to the Cisco Building for two circuits, so the existing cable attached to the pedestrian bridge under the Alaskan Way Viaduct on the south side of Marion Street can be removed for the viaduct demolition. King County will be purchasing fiber this new pathway from Coleman Dock to King Street Station for their live circuit. SIT also has a temporary path for Seattle Fire Department's Station #5 to the Justice Center. KC, WSDOT, and SFD#5 will need to be re-routed again when SDOT's Waterfront Project comes through the area. I don't have costs associated with that re-route yet. All costs are shared per the Seattle One Fiber Partnership's General Terms and Conditions, Exhibit A.

WHEREAS, acting as Lead Agency, SIT will transfer ownership of WSDOT's fiber spurs to Emergency Gates 1, 2, 3, and 4 to SDOT. The fiber to Gates 4 and 9 will be cut in the cabinet by WSDOT and pulled back to either the SDOT HH or DoIT MH. The fiber to Gate 6 will be cut at the Pedestrian bridge at Alaskan Way and coiled in the SIT manhole on Marion Street. The other end will be removed by WSDOT's contractor Kiewitt. Seattle Transportation Department will take ownership of the fiber and power cables, conduit to the pole, and power cabinets from WSDOT at Gates 1-3 instead of WSDOT paying their contractor, Kiewitt to remove them. WSDOT TMC will remove the network switches, computers, and seismic sensors from all cabinets except Gate #4 on January 14, 2019. Per Mike Forbis:

the gate, cabinet, and UPS at Lander, Gate 4, needs to remain. This cabinet is supporting the camera. Kiewitt will remove the arm, the beacon, and whatever is left in the controller and UPS cabinets for Gate 1-3. Kiewitt is removing all other material associated with Gates 6-9 after WSDOT pull out their switches.

WHEREAS, acting as Lead Agency, SIT agreed to let WSDOT pick off a 4" SIT conduit on the south side of Marion Street, east of the Alaskan Way viaduct. This conduit was used to connect fiber to a Century Link manhole in the street. SIT plans on using that conduit to connect to the new conduit to be installed in SDOT's Waterfront Project to connect to Coleman Dock and SFD#5. The 4" conduit needs to be removed from the Century Link manhole and returned to its previous condition.

WHEREAS, the Project Participating Agencies desire to memorialize the costs and temporary relocation of the existing circuits.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Overview of the Project Scope**
   The project scope covers:
   1. The installation, termination, and testing of a 24-strand single mode fiber from WSDOT's trailer at Pier 48 to Coleman Dock for KC and WSDOT. This work has already been completed.
   2. Temporarily re-routing the live circuits:
      a. From Coleman Dock to the Cisco Building for WSDOT.
      b. From Coleman Dock to King Street Center for King County.
      c. From SFD#5 to the Justice Center for SIT/SFD#5.
   3. WSDOT and SFD#5's circuits will need to move back to there existing pathway after SDOT's Waterfront Project comes through the area. KC will need to also re-route their now permanent pathway from Coleman Dock to King Street Center after SDOT's Waterfront Project comes through. I do not have the costs associated with the permanent re-route at this time. This work has already been completed.
   4. Instead of SIT removing fiber installed by SIT for WSDOT Emergency Gates to gates 1-3; SDOT will take over the maintenance costs for the spur fiber cables and power. The WSDOT fiber installed by SIT to gate #4, the 1051 Building, gate #6, and gate #9 will be cut and removed. WSDOT TMC will remove the network switches, computers, and seismic sensors from all cabinets except Gate #4. Per Mike Forbis: the gate, cabinet, and UPS at Lander, Gate 4, needs to remain. This cabinet is supporting the camera.
   5. This work will not be done until the viaduct has closed. The viaduct closure is scheduled January 11, 2019.
      a. Gate #1: SR-99 and S Andover Street
      b. Gate #2: SR-99 and S Spokane Street (E Marginal Way South Off Ramp)
      c. Gate #3: SR-99 and S Spokane Street (SR-99 Northbound Off Ramp)
      d. Gate #4: SR-99 and S Lander Street
      e. 1051 Building
      f. Gate #6: 1st Avenue and Columbia Street
      g. Gate #9: SR-99 and Denny Way
   6. SIT agreed to let WSDOT pick off a 4" SIT conduit on the south side of Marion Street, east of the Alaskan Way viaduct. This conduit was used to connect fiber to a Century Link manhole

in the street so WSDOT could get a circuit via another pathway to Coleman Dock. SIT plans on using that conduit to connect to the new conduit to be installed in SDOT's Waterfront Project to connect to Coleman Dock and SFD#5. The 4" conduit needs to be removed from the Century Link manhole and returned to its previous condition.

2. **Project Contact Information:**

Network Architect – Fiber Optics for King County is Hanker Su, 206 263-7986 desk, and his cell is 206 384-0049, Hanker.Su@kingcounty.gov.

The Project Manager for Washington State Department of Transportation (WSDOT) is Patrick Fuller, desk (206) 805-2960, FulleP@wsdot.wa.gov.

The Network Services Manager for WSDOT, Office of Information Technology is Randy Baker, Network Services Manager, desk (360) 705-7787, bakerra@wsdot.wa.gov.

Fiber Program Manager for the City of Seattle Information Technology Department is Kris Henry-Simmons at (206) 684-0265, cell (206) 255-6258, kristine.henry-simmons@seattle.gov.

3. **Project Description:**

The project scope covers:

1. The installation, termination, and testing of a 24-strand single mode fiber from WSDOT's trailer at Pier 48 to Coleman Dock for KC and WSDOT. See Exhibit C-1: WSDOT and KC Coleman Dock Circuit Map.
2. The installation of a 48-strand fiber on the west side of Alaskan Way from the splice point south of Marion Street to and existing SIT manhole on the north side of King Street just east of the viaduct on SCL and SDOT poles with conduit from the last pole at King Street to the SIT manhole. SFD and WSDOT will temporarily use existing SIT managed fiber from this manhole at King Street and Alaskan Way to King Street Center. WSDOT will temporarily use SIT managed fiber from King Street Center to the Westin Building for their two circuits that need to be re-routed. SFD will temporarily use SIT managed fiber from King Street Center to the Justice Center. KC will buy 12 existing strands from the King Street and Alaskan Way splice to King Street Center for their circuit to Coleman Dock. The existing fiber on poles next to the viaduct from Coleman Dock and SFD#5 will need to be removed after the circuits have been moved to the temporary path. See Exhibit C-1: WSDOT and KC Coleman Dock Circuit Map.
3. SIT was going to remove fiber installed by SIT for WSDOT Emergency Gates to gates 1-4, 6, and gate 9. See Exhibit C-2 WSDOT Emergency Gates Splice Diagram. This work will not be done until the viaduct has closed, scheduled January 11, 2019. Instead of WSDOT paying to have the fiber spurs and power cables, and power cabinets removed at Gates 1-3, SDOT will take ownership. WSDOT TMC will remove the network switches, computers, and seismic sensors from the cabinets on January 14th, 2019. WSDOT's contractor, Kiewitt will remove the battery controller, the batteries (UPS), the arms, the beacons, and the cement arm base at Gate #1.

a. Gate #1: WSDOT will transfer ownership of the two cabinets (controller and UPS) and the power junction box along with the power and fiber connections to SDOT. WSDOT will remove the equipment that they want on January 14th. Kiewitt will remove the arm and its cement base, the beacon, any equipment/batteries left in the controller or UPS cabinets. SIT will splice through the two strands in the backbone cable. SIT will splice the WSDOT spur cables to SDOT's fiber. WSDOT and SDOT will split this cost.
b. Gate #2: WSDOT will transfer ownership of the two cabinets (controller and UPS) and the power junction box along with the power and fiber connections to SDOT. WSDOT will remove the equipment that they want on January 14th. Kiewitt will remove the arm and its base, the beacon, any equipment/batteries left in the controller or UPS cabinets. At the NE corner of S Spokane Street and 1st Avenue South SIT will splice through the two strands in the backbone cable. We will also need to splice strands through at the SDOT HH at the NW corner of S Spokane Street and 1st Avenue South. SIT will splice the WSDOT spur cables to SDOT's fiber. WSDOT and SDOT will split this cost.
c. Gate #3: WSDOT will transfer ownership of the two cabinets (controller and UPS) and the power junction box along with the power and fiber connections to SDOT. WSDOT will remove the equipment that they want on January 14th. Kiewitt will remove the arm and its base, the beacon, any equipment/batteries left in the controller or UPS cabinets. SIT will splice through the two strands in the backbone cable. We will also need to splice strands through at the SDOT HH at the NW corner of S Spokane Street and 1st Avenue South. SIT will splice the WSDOT spur cables to SDOT's fiber. WSDOT and SDOT will split this cost.
d. Gate #4: WSDOT will need to cut the DoIT installed fiber in the WSDOT cabinet at SR-99 and S Lander Street on January 14th. SIT will pull the cable to the SDOT handhole on the east side of SR-99 and leave it coiled there for SDOT's possible future use. WSDOT still owns strands in the cable from SDOT's handhole at SR-99 and Lander Street to the splice at S Hanford Street and 1st Avenue South. SIT will also need to splice strands through at the aerial splice at the NE corner of S Horton Street and 1st Avenue South. This is WSDOT's cost. Kiewitt said that removing the gate at SR-99 and Lander Street was not in their bid. Per Mike Forbis: the gate, cabinet, and UPS at Lander, Gate 4, needs to remain. This cabinet is supporting the camera. WSDOT has installed their own fiber to this location, so the fiber SIT installed can be removed. WSDOT will cut the SIT installed fiber at the cabinet to be pulled back the SDOT HH on the east side of SR-99 by SIT's contractor.
e. The 1051 Building at the NW corner of 1st Avenue South and South Royal Brougham Street: SIT will remove the spur cable to WSDOT's Telephone Room and splice spur strands straight through at Royal Brougham and the SR-99 on/off Ramp. WSDOT owns 6 strands in the existing fiber cable from the splice at Royal Brougham and the SR-99 on/off Ramp to E Marginal Way and 1st Avenue South. This is WSDOT's cost.
f. Gate #5 was removed on January 11th, 2019.
g. Gate #6: 1st Avenue and Columbia Street. WSDOT installed this cable. The pathway is under the viaduct from Marion to Columbia Street. SIT will cut the cable from the existing splice case on the south side of Marion Street, under the east side of the viaduct and splice those strands through. WSDOT's contractor, Kiewit, will remove the fiber under the viaduct to Gate 6, cabinets, and gate at 1st Av and Columbia Street. This is WSDOT's cost. WSDOT had Century Link pick off a SIT conduit on

Marion Street to connect to our manhole and the riser to the pedestrian bridge to get to the viaduct/Coleman Dock. This conduit needs to be removed from Century Links manhole and plumbed straight through again. This is WSDOT's cost.

h. Gate #7: WSDOT's contractor, Kiewitt, will remove everything.
i. Gate #8: WSDOT's contractor, Kiewitt, will remove everything.
j. Gate #9: WSDOT will need to cut the SIT fiber cable at the cabinet. SIT will remove the cable from the WSDOT cabinet to the SIT handhole and splice the strands through at Denny Way and Dexter Avenue to existing WSDOT fiber in the Aurora cable. SIT will splice WSDOT's fiber through on the Aurora Backbone cable, now at Denny and Dexter Avenue and at Aurora and Roy Street. This is WSDOT's cost.

4. SIT agreed to let WSDOT pick off a 4" SIT conduit on the south side of Marion Street, east of the Alaskan Way viaduct. This conduit was used to connect fiber to a Century Link manhole in the street. SIT plans on using that conduit to connect to the new conduit to be installed in SDOT's Waterfront Project to connect to Coleman Dock and SFD#5. The 4" conduit needs to be removed from the Century Link manhole and returned to its previous condition.

4. WSDOT/WSDOT's contractor will be responsible for the following:

4.1. Give access to SIT/SIT's contractors to install the fiber, terminate, and test from the container at Pier 48 and Coleman Dock Telephone Room.

4.2. Give access to SIT/SIT's contractors to install the fiber, terminate, test, and verify live circuits at Coleman Dock to the Cisco Building. WSDOT and SIT will schedule and move their two live circuits from Coleman Dock to the Cisco Building to the new cable pathway from Coleman Dock to Cisco Building before December 15th, 2018.

4.3. SDOT will take ownership of the fiber, power, controller cabinets, UPS cabinets, and power cabinet for Gate 1, 2, and 3. WSDOT or their contractor will remove all equipment except the fiber panel and power connections at the Power Cabinet. Dawn MacIntosh is looking into transferring the power billing from WSDOT to SDOT.

4.4. WSDOT will cut the SIT fiber cables at Gate 4 and Gate 9. SIT will remove the fiber back to their manhole.

4.5. SIT's contractor will cut the fiber at the pedestrian bridge for Gate 6. WSDOT's contractor will remove the conduit/fiber from the viaduct to Gate 6 at 1st Av & Columbia Street.

4.6. WSDOT TMC will remove the network switches, computers, and seismic sensors from all cabinets except Gate #4. Per Mike Forbis: the gate, cabinet, and UPS at Lander, Gate 4, needs to remain. This cabinet is supporting the camera.

5. KC/KC's contractor will be responsible for the following:

5.1. Give access to SIT/SIT's contractors to terminate and test the fiber from Coleman Dock to King Street Station.

5.2. Schedule move King County's circuit from Coleman Dock to the Westin Building to King Street Station before December 15th, 2018.

5.3. Move their live circuit currently on WSDOT fiber from Coleman Dock to Westin Building to the new cable pathway from Coleman Dock to King Street Center.

6. **SIT/SIT's contractor will be responsible for the following:**
   6.1. SIT will move the live circuit from SFD#5 to the Justice Center before December 15th, 2018.
   6.2. SIT/SIT's contractors to install the fiber, terminate, and test from the container at Pier 48 and Coleman Dock Telephone Room.
   6.3. SIT/SIT's contractors to install the fiber, terminate, test, and verify live circuits at Coleman Dock to the Cisco Building. WSDOT and SIT will schedule and move their two live circuits from Coleman Dock to the Cisco Building to the new cable pathway from Coleman Dock to Cisco Building and to King Street Station.
   6.4. SIT's contractor will cut the fiber at the pedestrian bridge for Gate 6. WSDOT's contractor will remove the conduit/fiber from the viaduct to Gate 6 at 1st Av & Columbia Street.
   6.5. WSDOT will cut the SIT fiber cables at Gate 4 and Gate 9. SIT will remove the fiber back to their manhole.
   6.6. SIT/SIT's contractor will splice the strands through again for Gate 1, 2, 3, 4, 1051 Building, 6, and 9 from the Emergency Gates. At Gate 1, 2, 3 SIT/ SIT's contractor will splice the spur cables to SDOT's fiber.
   6.7. Submit the Street Use permit to remove the SIT 4" conduit from the Century Link manhole in the street on the south side of Marion Street, just east of the Alaskan Way Viaduct. Return 4" conduit to its original condition.

7. **Lead Agency**
   City of Seattle, Seattle Information Technology Department (SIT, formerly DoIT)

8. **Project Manager**
   Kris Henry-Simmons, City of Seattle, Seattle Information Technology Department

9. **Facility Owners**
   9.1. Backbone cable and spur cables for Gates 1-4 and 1051 Building: The poles for the aerial portions are owned by SCL and Century Link. Conduit from the pole to Gate 1 cabinet is WSDOT's. The attachments on West Seattle Bridge from the pole to Gate 2 and 3 Cabinet are WSDOT's.
   9.2. Conduit from 1st Avenue South & Spokane St to East Marginal Way and Spokane Street is in SDOT conduit and handholes – for Gates 2 and 3.
   9.3. Conduit from pole to HH at Gate 4 is SDOTs.
   9.4. Conduit and manhole at Marion Street to Justice Center to Seattle Municipal Tower is SIT's. Conduit after it leaves SIT's riser at the pedestrian bridge is WSDOT's.

9.5. Conduit and manholes on Aurora from the splice at Thomas and Aurora (SR-99) heading north and east are SIT's. Conduit heading south on Aurora from Thomas Street to the Gate 9 cabinet is WSDOT's.

9.6. Four-inch conduit and the manhole and conduit to the pedestrian bridge on the south side of Marion Street, just east of the Alaskan Way viaduct, used by WSDOT to connect to the Century Link manhole on Marion Street to get to the pedestrian bridge to Coleman Dock is SIT's.

10. Project Budget, Contingency and Cost Sharing Method:

10.1. The installation, termination, and testing of a 24-strand single mode fiber from WSDOT's trailer at Pier 48 to Coleman Dock for KC and WSDOT. The estimated cost for KC is $13,042.52. The estimated cost for WSDOT is $13,042.52. See Exhibit B-1: Cost Estimate.

10.2. The installation of a 48-strand fiber on the west side of Alaskan Way from the splice point south of Marion Street to and existing SIT manhole on the north side of King Street just east of the viaduct on SCL and SDOT poles with conduit from the last pole at King Street to the SIT manhole. SFD and WSDOT will temporarily use existing SIT managed fiber from this manhole at King Street and Alaskan Way to King Street Center. WSDOT will temporarily use SIT managed fiber from King Street Center to the Westin Building for their two circuits that need to be re-routed. SFD will temporarily use SIT managed fiber from King Street Center to the Justice Center. KC will buy 12 existing strands from the King Street and Alaskan Way splice to King Street Center for their circuit to Coleman Dock. The existing fiber on poles next to the viaduct from Coleman Dock and SFD#5 will need to be removed after the circuits have been moved to the temporary path. The shared cost is WSDOT ($12,522.27), KC ($11,892.69), and SFD#5 ($14,300.52). See Exhibit B-2 - Cost Estimate.

10.3. Instead of SIT removing fiber installed by SIT for WSDOT Emergency Gates to gates 1-3; SDOT will take over the maintenance costs. The fiber to gate #4, the 1051 Building, gate #6, and gate #9 will be cut and removed. The estimated cost is $32,084.85 to WSDOT and $4,420.64 to SDOT. See Exhibit B-3-Cost Estimate.

10.4. Repair the 4" conduit used by WSDOT to connect to the Century Link manhole on Marion Street to get to the pedestrian bridge to Coleman Dock. The estimated cost is $15,000.

11. Billing

a. For the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION invoices/credits will be sent to:

Office of Information Technology
Vendor Payments
PO Box 47430
Olympia, WA 98504-7430

A courtesy copy of the invoice shall also be provided via email to the WSDOT Network Services Manager identified under **Section 2 – Project Contact Information.**

b. **For KING COUNTY, invoices will be sent to:**
Attn: Hanker Su
IT Division
301 5th Avenue
Seattle, WA 98104

13. **Contractual Framework and General Terms and Conditions:**
The Project Participating Agencies on this project adopt the Fiber One Agreement General Terms and Conditions (Exhibit A) for fiber sharing projects as part of this Addendum. The allocation of the existing and new fiber is subject to the same terms and conditions as if the fiber were installed as a shared project and the Participating Agencies accept the applicable Fiber One duties, limitations, and obligations.

14. **Special Terms and Conditions:**
The Seattle Department of Information Technology, as the lead agency, will maintain management and maintenance responsibility for the backbone fiber cable covered under this addendum. All fiber maintenance shall be completed by Seattle Information Technology Department, or its contractors on a cost-reimbursement basis, plus agreed upon overhead, consistent with the General Terms and Conditions, Exhibit A.

15. **Schedule:**
The Pier 48 cable installation and circuit re-routing for Coleman Dock and SFD#5 and KC need to happen before December 15th, 2018.

The removal of the Emergency Gates and cables can be scheduled after the viaduct closure January 11, 2019.

Repair of the 4" conduit should be completed in 2021.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AMENDMENT

CITY OF SEATTLE		**WASHINGTON STATE**
SEATTLE INFORMATION TECHNOLOGY DEPARTMENT		**DEPARTMENT OF TRANSPORTATION**
By: Kris Henry-Simmons Kris Henry-Simmons		By:
Title: Fiber Program Manager		Title: Director, IT Division
Date: 12·5·19		Date:

CITY OF SEATTLE		**KING COUNTY**
DEPARTMENT OF TRANSPORTATION		**INFORMATION TECHNOLOGY DEPARTMENT**
By:		By:
Title: Adiam Emery TOD Director		Title:
Date: 12/6/19		Date:

Exhibit A: General Terms and Conditions
Exhibit B-1: Cost Estimate-Pier 48 to Coleman Dock Fiber Installation
Exhibit B-2: Cost Estimate-Coleman Dock and SFD#5 Circuit Re-Route
Exhibit B-3: Cost Estimate-WSDOT Emergency Gates
Exhibit C-1: WSDOT and KC Coleman Dock Circuit Map
Exhibit C-2: WSDOT Emergency Gates Splice Diagram

2025 FISCAL NOTE

Ordinance/Motion:
Title: Amend Fiber One Code Mtce Terms & Conditions
Affected Agency and/or Agencies: King County Information Technology
Note Prepared By: Junko Keesecker
Date Prepared: 7/12/2024
Note Reviewed By:
Date Reviewed:

Description of request:

Ordinance authorizing King County to continue cooperation with other government agencies for shared fiber optic projects and would streamline the process for executing fiber optic infrastructure interagency agreements to facilitate continued services to the public and King County agencies

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
KCIT	5531		N/A	N/A	N/A
TOTAL			**0**	**0**	**0**

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
KCIT	5531	KCIT	N/A	N/A	N/A
TOTAL			**0**	**0**	**0**

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	**0**	**0**	**0**

Does this legislation require a budget supplemental? Yes/No

Notes and Assumptions:

September 11, 2025

S1

Fiber One
Striker

[B. Paribello]

Sponsor: Von Reichbauer

Proposed No.: 2025-1241

STRIKING AMENDMENT TO PROPOSED ORDINANCE 2025-0141, VERSION 1

On page 1, beginning on line 9, strike everything through page 6, line 93, and insert:

"STATEMENT OF FACTS:

1. Ordinance 12871 authorized the execution of a twenty-year interagency agreement among King County, the city of Seattle, the University of Washington, Seattle Community College District VI, the United States General Services Administration, Seattle Community Colleges, King County Library, and Seattle School District ("the participating agencies") and approved the general terms and conditions to be used for specific shared fiber optic network installation and maintenance projects ("general terms and conditions"). Each specific project would have its own agreement form to which these general terms and conditions would apply. However, in accordance with Addendum 2 to the general terms and conditions, for those specific projects to which a federal government agency was a participant, the term was only ten years.

2. Ordinance 12871 further authorized the executive to execute a specific project agreement for fiber optic installations and maintenance from the

Seattle Municipal Building to the Seattle Center using the general terms and conditions and also an amendment to that same agreement.

3. Since 1997, the county has executed other project services agreements, more recently referred to as "addenda," using the general terms and conditions.

4. Among the provisions of the general terms and conditions was the commitment by each participating agency to a specific project agreement or addendum committing the county to pay its proportionate share of capital and maintenance costs.

5. In 2010, the general terms and conditions were updated and replaced with Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010 ("the updated GT&Cs"). Under Article VI.D. of these updated GT&Cs, the term of each specific project agreement or addendum would be twenty years. The updated GT&Cs also included an Addendum 2, which like Addendum 2 to the 1997 general terms and conditions, limited the term of any specific project agreement or addendum that included a federal agency as a participant to ten years.

6. In 2018, many of the participating agencies to the interagency agreement executed Addendum 33, which by its terms extended all specific project agreements or addenda involving federal agency participation for an additional ten years or until 2028. For specific projects to which the federal government was not a participant, under the updated GT&Cs Article VI.D., the term of a specific project agreement or

addendum was again twenty years from the execution date of the specific project agreement or addendum.

7. The cost of maintenance owed by the county under executed project services agreements or addendums is on average ten thousand dollars per year but generally continues beyond a single appropriation period.

8. To date, costs for maintenance of existing installations of fiber optic has not exceeded appropriated funds for a fiscal period for any county department. However, future outlays for maintenance are expected to exceed appropriation authority.

9. It is in the best interests of the residents of King County that the county continues to participate in the interagency agreement to provide fiber optic installation and maintenance.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. **Findings:**

A. The council finds that Ordinance 12871 authorized the executive to enter into a 20-year interagency fiber optic agreement with multiple public agencies. The council further finds that the executive was authorized under Ordinance 12871 to enter into specific project agreements or addenda using the 1997 terms and conditions without further council approval.

B. The council finds and determines it is appropriate and in the best interests of the residents of King County to authorize the executive to execute existing fiber optic installation and maintenance project services agreements or addenda using the general terms and conditions entitled Terms and Conditions for Sharing of Fiber Optic

Installation Projects, dated July 27, 2010, without council approval provided the commitment to expend funds beyond a current appropriation period is limited to maintenance.

C. The council finds and determines it is appropriate and in the best interests of the residents of King County to authorize the executive to execute future fiber optic network installation and maintenance project agreements or addenda using the general terms and conditions entitled Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010, without council approval provided the commitment to expend funds beyond a current appropriation period is limited to maintenance.

SECTION 2. A. The executive is hereby authorized to execute Addendum 33, the extension amendment to the Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010, in the form provided in Attachment A to this ordinance.

B. The executive is hereby authorized to execute existing fiber optic installation and maintenance project services agreements or addenda using the general terms and conditions entitled Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010, in the form provided in Attachment B to this ordinance, but only if any county commitment to expend funds beyond a current appropriation period is limited to maintenance.

C. The executive is hereby authorized to execute future fiber optic installation and maintenance project services agreements or addenda using the general terms and conditions entitled Terms and Conditions for Sharing of Fiber

Optic Installation Projects, dated July 27, 2010, but only if any county commitment to expend funds beyond a current appropriation period is limited to maintenance."

Strike Attachments B. Project Services Addendum #34 to Fiber One Agreement and C. Project Services Addendum #36 to Fiber One Agreement and replace with Attachment B. Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010

EFFECT prepared by *B. Paribello: Would do the following:*

1. ***Update the statement of facts to more accurately reflect the legislative history of the Fiber One project agreements and addenda.***
2. ***Add a finding that the executive was authorized under Ordinance 12871 to enter into specific project agreements or addenda using the 1997 terms and conditions without further Council approval.***
3. ***Update the findings to include that it is in the best interests of the County to authorize the Executive to execute existing and future fiber optic network installation and maintenance project agreements or addenda using the most recent terms and conditions agreement without Council approval.***
4. ***Limit any commitment by the County to expend funds beyond the current appropriation period to maintenance purposes only.***
5. ***Replace***
    a. ***Attachment B. Project Services Addendum #34 to Fiber One Agreement***

b. Attachment C. Project Services Addendum #36 to Fiber One Agreement

With the following:

c. ***Attachment B. Terms and Conditions for Sharing of Fiber Optic Installation Projects, dated July 27, 2010***

Seattle Fiber One Partnership
Addendum_33_Extend Fiber Partnership for 10 Years
Exhibit A - General Terms and Conditions

GENERAL TERMS and CONDITIONS

For Sharing of Fiber Optic Installation Projects

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I. DEFINITIONS

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings, unless the context clearly requires a different meaning:

A. Building Entrance

Conduit or Conduits usually connecting a Vault, Handhole, or Maintenance Hole in the public right-of-way to a building.

B. Building or Location Served By Fiber Optic System

Any Facility, location, building, or structure where the Participating Agencies terminate any Fiber Optic Cable for use by the Participating Agencies.

C. Building Vault

A vault located substantially within a building and subject to uniform building and fire codes.

D. City Buildings

Structures owned, leased, and/or occupied or partially occupied by City employees, and/or equipment.

E. City Light Department Conduit

Conduit designed to house conductors or cables owned by the City Light Department and for which City Light has authority to control access and use.

F. Common Fiber Spares

Fiber strands installed as part of a Fiber Optic Project held in reserve solely for replacement of disabled fibers.

G. Conduit

Enclosed runway or tube designed to house cables for their protection (same as Duct).

H. Dark Fiber

An optical fiber strand not coupled to an optical light source.

I. Dead-end Tower

A structure designed and constructed to terminate electrical transmission or distribution circuits.

J. Dielectric Cable

Fiber Optic Cable which is entirely composed of non-electrical current conducting elements (i.e., non-metallic).

K. Duct

Enclosed runway or tube designed to house cables for their protection (same as Conduit).

L. Duct Bank

Two or more parallel Ducts usually enclosed in a concrete envelope.

M. Facility or Facilities

A structure including but not limited to: Buildings, Vaults, Maintenance Holes, Handholes, Conduit, Building Entrances, Substations, transmission towers, and distribution poles.

N. Facility Manager

The person designated by the Facility Owner to manage the Facility, including granting access, determining and approving its use and terms and conditions for such use.

O. Facility Owner

The entity that is the legal owner of a Facility or Facilities or the entity holding the legal right to grant permission to occupy, use or modify Facilities.

P. Fiber Optic Cable

A cable installed by the Participating Agencies pursuant to this Agreement that is composed of strands of glass fiber, each strand which is designed to conduct signals of modulated light (optical signals) from one end to the other.

Q. Fiber Optic Project

The activities associated with the installation of fiber optic transmission materials, including cable, splices, inner duct, sleeves, etc.

R. Fiber Optic Project Agreement

An agreement for a specific Fiber Optic Project with Participating Agencies that specifies the contractual relationships between and among the participants.

S. Fiber Strand or Strand of Fiber

A thin transparent fiber of glass enclosed by a material of a lower index of refraction that reflects light throughout its length by internal reflections.

T. Handhole

An underground structure (usually concrete) providing an opening in a Conduit in which workers may reach into but usually do not enter for the purposes of installation and maintenance of cable.

U. Indirect Costs

Indirect costs are costs determined in accordance with a Participating Agency's standard methodology for computing indirect costs. Indirect costs shall include costs of labor, benefits, equipment usage, miscellaneous

materials, material handling, and administrative and general charges. This definition also applies to Facility Owner indirect costs.

V. Lead Agency

The designee of the Participating Agencies by their mutual consent in a Fiber Optic Project Agreement responsible for managing fiber installation projects, including entering into construction contracts and overseeing the construction work for the Participating Agencies and ongoing maintenance of the project(s).

W. Make-Ready Work

Any and all planning, analysis, design, review, adjustment to equipment, construction, and/or other activities (such as tree trimming) necessary to prepare existing Facilities for use by the Lead Agency as determined by the Facility Owner.

X. Maintenance Hole

An underground structure (usually concrete) which workers may enter for the purposes of installation and maintenance of cable.

Y. Optical Ground Wire

A composite electrical conductor expressly designed and manufactured to enclose optical fibers for telecommunications and for installation as a shield wire on transmission towers to provide light((ning protection.

Z. Overhead Distribution Facilities

Electrical conductors, structures and related equipment designed and utilized to transport electricity to City Light Department customers. Primary distribution voltage levels are usually in the range of 4KV to 34.5KV.

AA. Overhead Transmission Facilities

Electrical conductors, structures and related equipment designed or utilized for bulk transportation of electricity between two end points, usually Substations. Structures may be of wood or steel. Transmission voltage levels on the City Light Department system are primarily 115KV or 230KV.

BB. Participating Agency

A public agency that has signed an agreement to engage in a shared Fiber Optic Project.

CC. Safety Observer

A person or persons assigned to watch over Work activities in, on, or around electrical Facilities for the purposes of protecting workers from electrical hazards and ensuring electrical Facility integrity.

DD. Seattle Facilities

Those Facilities owned, managed, occupied by a City of Seattle Department or Division, including but not limited to Seattle City Light, Seattle City Water, Seattle Department of Administrative Services.

EE. Splice

The point where two separate optical fiber strands are joined together either mechanically or by fusion to make one continuous optical fiber strand.

FF. Substation

An electrical power facility where electrical voltage is transformed, controlled, monitored and routed.

GG. Telecommunications Cable

A fiber optic, coaxial, multi-pair, copper, low-voltage cable or any other cable utilized for telecommunications of information from one place to another.

HH. Telecommunications Service(s)

Telecommunications service(s) is the transmission of information over Fiber Strands from one location to another (not including services provided between two areas within the same building) meeting industry accepted transmission standards, their equivalent or replacement service. Such information includes but is not limited to voice, data, pictures, and facsimile. Telecommunication service(s) does not include Dark Fiber or services other than transmission services.

II. Termination Panel

Non-electronic equipment which is used to attach the ends of each of the

individual fibers from a fiber optic cable. This panel serves as a junction between the fibers of a Fiber Optic Cable and electronic equipment that is to be connected to the fibers.

JJ. Underground Facilities

Facilities situated beneath the surface of the ground, a roadway, or the water including, but not limited to, Building Entrances, Conduits, Ducts, Duct Banks, Handholes, Maintenance Holes, Vaults, and electrical conductors, but not including Facilities located inside buildings or facilities treated as Overhead Transmission Facilities or as Overhead Distribution Facilities in agreements between the City of Seattle and other entities.

KK. Utilidors

Utility tunnels maintained by the City of Seattle.

LL. Vault

An underground or in-building structure (usually concrete) used to house transformers, its appendages and electrical cables.

MM. Work

All activities related to the planning, right-of-way acquisition, scheduling, analysis, design, engineering, preparation, installation, evaluation, maintenance, repair and operation of a Fiber Optic Project in or on Facilities as it relates to this Agreement including Make-Ready Work but not including work done prior to the execution of a Fiber Optic Project Agreement.

II. RELATIONSHIPS AMONG PARTICIPATING AGENCIES

A. FIBER OPTIC PROJECT AGREEMENTS

All fiber optic installation projects among Participating Agencies shall have a Fiber Optic Project Agreement specifying the following; including contact names and addresses where appropriate.

- Participating Agencies
- Lead Agency and Project Manager
- Route
- Facilities to be Used; Facility Owners; and the Facility Manager(s)
- Project Budget, including Contingency and Terms of Cost Sharing
- Apportionment of Liability
- Project Schedule
- Changes or Addenda to General Terms and Conditions
- Bond and Insurance Requirements for Contracting and Participating Agencies

The General Terms and Conditions for Sharing Fiber Optic Installation Projects shall be an attachment to each Fiber Optic Project Agreement.

B. PRINCIPLES

Agreements among the Participating Agencies for sharing of Fiber Optic Projects shall conform to the following principles:

1. Participation in Fiber Optic Projects is voluntary and can depend on specific cable routes.

2. Arrangements for cooperation should be fair and equitable among Participating Agencies. As a general principle, agreements among Participating Agencies, where each have a share of project control, should share costs proportionately based on each share of the fiber strands deployed. Any special configuration, such as a routing change to accommodate a particular entity, should be paid for in whole by such entity. If a Facility Owner requires a route change due to Facility access, the costs of such a change shall be considered general project costs and not the sole responsibility of the Facility Owner as a Participating Agency.

In projects where a Participating Agency desires fiber for future use and does not participate in the route design, engineering, or terminations, such Participating Agency may be considered secondary. Costs may be allocated to a secondary Participating Agency on an incremental basis.

C. GENERAL PLANNING, ENGINEERING AND DESIGN CONSIDERATIONS

Upon execution of a Fiber Optic Project Agreement, the Participating Agencies shall develop, review and/or revise planning, engineering, design, installation, and maintenance procedures for the Fiber Optic Project. The procedures will be subject to the approval of the Participating Agencies and of the Facility Owners as specified in Section IV and in related Exhibits and Addenda. The procedures will be substantially similar to the following:

1. Perform Feasibility Review

An agency with an interest in a shared fiber optic project will undertake a feasibility review to determine which of the Participating Agencies has an interest in the Fiber Optic Project, the possible routes, the availability of Facilities, the approximate cost and the time frame required for installation. Prospective Facility Owners shall be included in the feasibility review process.

2. Execute Fiber Optic Project Agreement

The Agreement must ensure that approval by the appropriate authority is granted for Facilities to be used and shall specify the information listed in Section II.A.

3. Perform Detailed Engineering Design

The Lead Agency shall work with Facility Owners to complete routing, obtain permission for use of Facilities, etc. Any changes exceeding the approved Project Budget shall require approval by the Participating Agencies; such approval shall not be unreasonably withheld.

4. Install Project

The Lead Agency shall be responsible to ensure compliance with all requirements of the Facility Owner.

5. Complete Acceptance of Fiber Optic Project

The Lead Agency shall formally accept installation of the Fiber Optic project by issuing a formal letter to the contractor(s) and the Participating Agencies stating that the Work has been completed in accordance with contract specifications and that all punch-list items have been resolved to the satisfaction of the Lead Agency and Facility Owner. Such acceptance shall authorize final payment(s) to contractor(s). The Lead Agency shall also identify ownership of Fiber Strands.

6. Establish Maintenance Plan

The Lead Agency shall develop a maintenance plan for the Fiber Optic Project, and the Participating Agencies will appoint a maintenance manager.

7. Keep Records

The Lead Agency shall provide Facility Owners with whatever documents are specified by the Facility Manager(s) so Facility Owner(s) can maintain accurate records of where and how the Participating Agencies installed equipment within or on Facilities, and where and how the Participating Agencies modified any Facility. Among the materials that must be provided to Facility Owner are computerized records and archival quality drawings that document installation or modification Work performed by the Lead Agency or its contractors. The Lead Agency shall not charge the Facility Owner for providing any necessary documentation requested by the Facility Manager. Such costs, however, shall be included as part of the Project Budget, Section II.A.

8. Provide Access to Records

The Lead Agency shall provide access to any and all of the Participating Agencies' records with respect to design, installation and maintenance of components of the Fiber Optic System located within or on Facilities to Facility Owner(s) when requested by the Facility Manager(s). The Lead Agency shall not charge the Facility Owner for either access to such information or for obtaining copies of any portion of the information. Such costs, however, shall be included as part of the Project Budget, Section II.A. The records to which the Lead Agency shall provide the Facility Owner access include, but are not limited to computerized records and design

drawings, equipment and fiber specifications, route maps, manufacturer's test reports on fibers and on other equipment, documentation of the installation of Fiber Optic Cable and other equipment, and documentation of maintenance done on fibers and other equipment.

D. CHANGE ORDERS

Participating Agencies shall have the right to propose changes to the Fiber Optic Project Agreement which shall be approved by all Participating Agencies., including replacing the Lead Agency and adjusting project budgets. Changes that impact Facility Owners shall be subject to approval by the Facility Owners.

The costs of any changes required by and beneficial to an individual Participating Agency made after the signing of a Fiber Optic Project Agreement shall be borne by that Participating Agency. If a Facility Owner requires a route relocation due to Facility access, the costs of such a relocation shall be considered general project costs and not the sole responsibility of the Facility Owner as a Participating Agency. The costs of other changes necessary to complete the project shall become part of the total project cost and shall be approved by the Participating Agencies.

E. OWNERSHIP OF FIBER OPTIC CABLE

All Fiber Optic Cable and Fiber Strands paid for in the initial installation of a Fiber Optic Project by the Participating Agencies shall be owned by those Participating Agencies as identified in the Fiber Optic Project Agreement.

F. USE OF FIBERS

Participating Agencies shall have complete free and unrestricted use of the fiber optic installations made under a Fiber Optic Project Agreement for any lawful governmental, public educational, intergovernmental or public utility purpose. Such right to use shall be for the duration of the Agreement and any renewal Agreements by the Participating Agencies unless terminated under the terms and conditions provided herein.

Common Fiber Spares, if provided in a project, shall be shared among the Participating Agencies only. Identified fiber spares shall be used only as replacements for disabled fibers. Use of spare fibers shall be implemented by the Lead Agency, with notification to all Participating Agencies.

G. SALE OF FIBERS

Participating Agencies shall not sell, assign, assign the use, or otherwise convey the use of any of a Participating Agency's fibers as identified in the Project Agreement to any other party except to governmental, public educational or public utility entities.

Should any of the Participating Agencies wish to sell fibers installed under this Agreement, the other Participating Agencies in the project shall be granted right of first refusal. Any entity purchasing fibers installed under a Fiber Optic Project Agreement must agree to all the terms and conditions of this Agreement, including the General Terms and Conditions, Exhibits and Addenda as specified in this document and shall notify the Facility Owner(s) of any such purchase.

H. FUTURE USE OF FIBER OPTIC CABLE ALREADY OWNED BY INDIVIDUAL PUBLIC AGENCIES

Nothing in this document precludes Participating Agencies from entering into separate agreements with other Participating Agencies to utilize fiber optic cable other than the Fiber Optic Cable installed pursuant to a Fiber Optic Project Agreement.

I. TAXES

The Participating Agencies shall pay, before delinquency, all applicable taxes, levies, and assessments arising from their joint Fiber Optic installations and undertakings under a Fiber Optic Project Agreement, taxes levied on the Participating Agencies' property, equipment and improvements, and taxes on the Participating Agencies' interest in the Fiber Optic Project Agreement and any leasehold interest deemed to have been created thereby under RCW 82.29A.

J. PAYMENTS

Participating Agencies shall pay all amounts owed to the Lead Agency within thirty (30) days of receipt of the billing. If a Participating Agency cannot or does not make payment for charges owed within ninety (90) days, the Participating Agency shall be given written notice to correct the default. The Participating Agency shall have ninety (90) days, or such longer time after receipt of notice as the Lead Agency may authorize in writing, to make payment. If the Participating Agency fails to make payment, it shall be required to sell its fibers, offering right of first refusal to the other Participating Agencies. As a condition of sale, such Participating Agency shall require any entity purchasing their fibers to agree to all the terms and

conditions of this Agreement, including the General Terms and Conditions, Exhibits and Addenda. Failure by any Participating Agency to comply with the requirements of this section may void the sale as determined by the other Participating Agencies. The Participating Agencies shall require such entity to notify the Facility Owner(s) of any such purchase.

K. LIABILITY

Liability attributed to the Participating Agencies under this Agreement shall be shared on a basis proportional to each Participating Agency's ownership of the fibers in the location where the liability occurs. Ownership is determined by the demarcation points described in an Exhibit to the Project Agreement. However, in the case of gross negligence or willful misconduct on the part of any Participating Agency (including the Lead Agency), such Participating Agency shall be solely liable for its conduct. The Facility Owner shall accrue no additional liability as a result of its ownership of facilities nor shall the Lead Agency accrue additional liability in its role as Lead Agency, except in the event of gross negligence or willful misconduct on the part of the Facility Owner or Lead Agency. See, Sections 3.G and 3.H; Sections 4.I and 4.K.

III. RELATIONSHIP AMONG PARTICIPATING AGENCIES AND THE LEAD AGENCY

A. GENERAL RESPONSIBILITY OF LEAD AGENCY

The Lead Agency shall be responsible for the overall management, installation and maintenance of the Fiber Optic Project as the agent of the Participating Agencies in the project. The Lead Agency shall be responsible for negotiating and entering into separate agreements on behalf of Participating Agencies with Facility Owners for the specific use of their Facilities and with contractors to perform all or part of the Work associated with the Fiber Optic Project. The Lead Agency is responsible for ensuring that the applicable terms and conditions of the Project Agreement, General Terms and Conditions, exhibits and addenda are included in Agreements with Facility Owners and contractors. Prior to execution of any agreements with Facility Owners or contractors, the Lead Agency shall provide opportunity for the Participating Agencies to review and comment on such agreements. In the event there is a dispute regarding any of the provisions or lack of provisions of any agreement, such dispute shall be resolved through the process identified in this Agreement. The Lead Agency shall keep the Participating Agencies informed as to the status of the Fiber Optic Project.

B. INSTALLATION

The Lead Agency shall comply with standards and installation procedures as agreed to by the Participating Agencies and the Facility Owners pursuant to Section II.C.

The Lead Agency shall notify the Participating Agencies when initial installation of the Fiber Optic Cable and acceptance testing of all of the Fiber Strands in or on Facilities have been completed.

C. MAINTENANCE AND REPAIR RESPONSIBILITIES

1. Maintenance and Repair of Fiber Optic Cable and Fiber Strands

Maintenance of the Fiber Optic Cable and Fiber Strands within Fiber Optic Cable placed in or on Facilities pursuant to this Agreement shall be the responsibility of the Lead Agency as agent for the Participating Agencies for the term of the Fiber Optic Project Agreement and for any extensions or renewals.

In instances where service to any of the Participating Agencies has been interrupted, the Lead Agency, at the Participating Agencies' request, will make a reasonable effort to complete repairs of the Fiber Optic Cable as soon as permission to effect the repairs has been obtained from the Facility Owner.

2. Maintenance and Repair Expenses

The Participating Agencies shall be responsible for the expense of maintenance and repair of the Fiber Optic Cable and Fiber Strands for the duration of the Fiber Optic Project Agreement and any extensions or renewals on a basis proportional to the ownership of fibers attributed to each Participating Agency. The Maintenance Manager shall review ongoing maintenance expenses with Participating Agencies on an annual basis.

D. FINANCIAL REIMBURSEMENTS AND OTHER PAYMENTS TO BE PROVIDED TO THE LEAD AGENCY

All costs and expenses incurred by the Lead Agency in performance of Work and payable by the Participating Agencies pursuant to this Agreement shall be actual and verifiable. The Lead Agency shall provide documentation of its methodology for computing any Indirect Costs, including Indirect Costs for Facility Owners. The Participating Agencies shall reimburse the Lead Agency within thirty (30) days of receipt of the

Lead Agency's statement of charges.

E. LEAD AGENCY'S NONCOMPLIANCE

Failure of the Lead Agency to adhere to the requirements of Work and record keeping in this document will be corrected at the Participating Agencies' joint expense unless there has been gross negligence or willful misconduct on the part of the Lead Agency. Where there has been gross negligence or willful misconduct on the part of the Lead Agency, Work shall be corrected at the expense of the Lead Agency.

F. AUDIT

The Lead Agency shall permit Participating Agencies or agent(s) thereof from time to time (including after the expiration or termination of a Fiber Optic Project Agreement), to inspect and audit at any and all reasonable times in King County, or at such other reasonable location as mutually agreed to by the Participating Agencies, all pertinent books and records of the Lead Agency, the subcontractors or any other person or entity in connection or related to the Fiber Optic Project with respect to the services provided, costs thereof, and the compensation paid therefor.

G. LIMITATION OF LIABILITY

The Lead Agency shall not be liable, in law or in equity, to the Facility Owner, Participating Agencies, or any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of the Lead Agency. THE LEAD AGENCY SHALL NOT BE LIABLE TO THE FACILITY OWNER, PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

H. INDEMNIFICATION

The Facility Owners and Participating Agencies shall indemnify and save harmless the Lead Agency, its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of gross negligence or willful misconduct by the Lead Agency in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim, notify the Lead Agency, and upon such notice, the Lead Agency shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or Lead Agency have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies who shall not unreasonably withhold such consent.

IV. RELATIONSHIP WITH FACILITY OWNERS

A. PRINCIPLES FOR USE OF CITY OF SEATTLE FACILITIES

Seattle Facilities may be used for fiber sharing projects consistent with principles adopted by the Seattle City Council in Resolution 29076.

1. Facilities, such as utility poles and Utilidors, which are currently available for use by non-City entities shall comply with all requirements of the City agency which owns them. Use of a Facility shall be engineered to maximize the reasonable additional future use of such Facility, e. g., guy wire to facilitate future co-lashing. The project cost shall include all fees and charges for the use of the Facility.

2. The General Terms and Conditions do not authorize use of any other City of Seattle Facilities such as conduit, ducts and vaults unless such use is specifically authorized by the Seattle City Council pursuant to the Addendum Authorizing Use of City of Seattle Underground or Transmission Facilities.

3. Shared fiber projects which utilize City poles and Utilidors shall be limited for use only by governmental and public educational agencies and institutions and shall be used for governmental and public educational purposes only.

4. Use of Overhead Transmission Facilities is not authorized in a Fiber Optic Project Agreement unless specifically authorized by the City Council and a specific Addendum is attached hereto.

5. The Facility Owner has final approval of planning, engineering, design, material, and maintenance for all portions of a Fiber Optic Project on or within its Facilities.

B. APPROVALS

All contractors hired by the Lead Agency to work within or on Facilities shall be subject to approval by Facility Owners. In all agreements with contractors, the Facility Owner(s) may require the Lead Agency to require such contractors to attend a pre-construction meeting with the appropriate authority to review installation requirements and Work restrictions prior to any Work being performed in or on Facilities. The contractor's agreement shall state that the Facility Owner or the jurisdiction having rights-of-way has authority to stop Work or require that inadequate Work be corrected.

C. ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS

1. Co-location

In choosing to co-locate any components of a Fiber Optic Project in Facilities, the Participating Agencies acknowledge and accept all risks, such as the possibility of electrical fires that may damage components of a Fiber Optic Project, that are associated with having components of the Fiber Optic Project co-located with such Facilities. Participating Agencies explicitly understand that these risks include bearing all costs, except such costs caused by the gross negligence or willful misconduct of the Facility Owner, including but not limited to: provision of alternate communication paths needed by the Participating Agencies, loss of Participating Agency business and restoration of their fiber systems if they are damaged.

2. Easements

Participating Agencies acknowledge that existing easements may not be warranted for this purpose.

3. Right of Entry Agreements

Participating Agencies specifically acknowledge the risks associated with use of Facilities where entry is based on right of entry agreements negotiated for the Fiber Optic Project.

D. ACCESS TO AND USE OF FACILITIES

The Lead Agency shall obtain access to and use of Facilities from Facility Owners for the purpose of installing, maintaining and repairing components of the Fiber Optic Project, subject to Facility availability as determined by the Facility Manager, and any and all conditions specified by the Facility Owner.

E. BUILDING ENTRANCES

In the event that a Building Entrance owned or controlled by one of the Participating Agencies is not usable for either entering a building or for providing access to the location in a building where the Participating Agencies have installed Fiber Optic Project components, the Lead Agency has the responsibility for making alternative arrangements for building access with a building owner. The expense associated with an alternative Building Entrance shall be borne by the Participating Agencies utilizing the building.

F. MODIFICATIONS TO FACILITIES

At the Lead Agency's request, the Facility Owner may make modifications to Facilities to facilitate building access for the Fiber Optic Project. Any requests by the Lead Agency for such modifications shall be made to the Facility Manager. Costs for such modifications shall be paid by the Lead Agency and reimbursed by the Participating Agencies utilizing such Facilities.

All modifications to Facilities shall be subject to the review and approval by the Facility Owner and Participating Agencies during design and construction. If the Lead Agency is responsible for the construction of the Fiber Optic Project subject to this Agreement, any unauthorized modifications must be corrected subject to Section III.E at the expense of the Lead Agency.

G. RELOCATION OF FIBER OPTIC CABLE

The Lead Agency will work with the Facility Owner to make a good faith effort to ensure that the Fiber Optic Cable utilizing Facilities is routed in such a manner as to minimize the likelihood of future relocation. However, upon notice from the Facility Owner that relocation is required, the Lead Agency shall work with the Facility Owner to ensure timely relocation of such Fiber Optic Cable. The Facility Owner has the right of pre-approval and post-construction acceptance of any work required either to remove cable from Facilities or to place cable in alternative Facilities.

1. Notice

Except for emergency situations, the Facility Owner will give the Lead Agency at least one hundred twenty (120) days notice to relocate any components of the Fiber Optic Project located within or

on Facilities.

2. Relocation

When relocation is required, the Facility Owner may, when possible, provide substitute Facilities within or on which the Participating Agencies may relocate the Fiber Optic Cable.

H. PAYMENT TO FACILITY OWNERS

1. Reimbursements

The Facility Owner shall submit invoices to the Lead Agency during the progress of the Work for reimbursement for Work completed to date.

a. For Performance of Work

The Lead Agency shall reimburse Facility Owner(s) for all costs incurred by the Facility Owner(s) in the performance of Work necessary for the installation and operation of the Fiber Optic Project. In addition to reimbursement for direct costs of labor and materials incurred in the performance of Work necessary for the installation and operation of the Fiber Optic Project, the Facility Owner(s) shall be reimbursed by the Lead Agency for Indirect Costs as may be called for in the agreement for use of Facilities between the Lead Agency and the Facility Owner.

b. For Relocation

The Lead Agency shall reimburse Facility Owner(s) for all direct and verifiable costs associated with any relocation unless the costs of relocation of any cables of the Fiber Optic Project located within or on Facilities are borne by a third Party. In addition to reimbursement for direct costs of labor and materials incurred for such relocations, Facility Owner(s) shall be reimbursed by the Lead Agency for Indirect Costs as may be called for in the agreement for use of Facilities between the Lead Agency and the Facility Owner.

2. Annual Facility Use Payment

By December 31 of each year, the Facility Owner will submit to the

Lead Agency a bill and supporting documentation for the annual payment for Facilities utilized by the Fiber Optic Project as of that year. Fees shall commence on the effective date of the document authorizing use.

3. Payment

Invoices shall be submitted by the Facility Owner to the Lead Agency.

All amounts due to the Facility Owner under this Agreement shall be paid by the Lead Agency within sixty (60) days of the date of the invoice from the Facility Owner. The Facility Owner may elect to assess an interest fee of 0.033% for each day payment is late, and may consider the Participating Agencies in default if any amount is not paid to the Facility Owner by the due date.

4. Disputed Payments

If a dispute arises as to any funds due to the Facility Owner under the terms of this Agreement, the Participating Agencies shall pay the disputed amount into an escrow account pending the outcome of the dispute. The Participating Agencies may agree to allocate interest; if no such agreement can be reached, the interest will accrue to the benefit of the substantially prevailing party.

I. LIMITATION OF LIABILITY

Facility Owners shall not be liable, in law or in equity, to the Lead Agency, Participating Agencies, or any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of the Facility Owner. THE FACILITY OWNER SHALL NOT BE LIABLE TO THE PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

J. RIGHTS OF PROPERTY

Nothing in the General Terms and Conditions, Exhibits and/or Addenda shall be construed to convey to the Participating Agencies any property

rights in Facilities. Nothing in the General Terms and Conditions, Exhibits and/or Addenda shall be construed to compel a Facility Owner to maintain any of its Facilities for a period longer than is necessary for its own service requirements. In the event that Facilities are abandoned by the Facility Owner, the Participating Agencies may remain in such Facilities at their own risk, subject to the approval of the Facility Owner.

K. INDEMNIFICATION

Except as limited below, the Lead Agency and Participating Agencies shall indemnify and save harmless Facility Owners, their officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event there has been gross negligence or willful misconduct by the Facility Owner in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim, notify the Lead Agency, and upon such notice, the Lead Agency shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or Lead Agency have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies who shall not unreasonably withhold such consent.

L. DEFAULT

Any of the following circumstances shall be considered an event of default, and based upon such default, the Facility Owner may, by written Notice of Termination (Section VI.E. Termination) to the Participating Agencies, suspend or terminate its Agreement with the Lead Agency effective as of the date specified by the Facility Owner in the Notice:

1. The Lead Agency's failure to perform the Work within the time specified, or any authorized extension thereof;

2. The Lead Agency's failure to satisfactorily perform Work in conformance with the Fiber Optic Project Agreement and/or to the satisfaction of the Facility Owner;

3. In the event the Facility Owner deems that the Lead Agency's performance or failure to perform will jeopardize the integrity of its systems and/or Facilities.

Upon the Facility Owner's identification of default, the Facility Owner may elect to give written notice to the Lead Agency to correct the default. The Facility Owner shall provide immediate telephonic notice to correct the default followed by a facsimile, to the Lead Agency. The Lead Agency shall provide immediate telephonic notice, followed by a facsimile, to Participating Agencies of any notice from a Facility Owner of such default, suspension or termination. The Lead Agency shall have seven (7) days, or such longer period after receipt of notice of default as the Facility Owner may authorize in writing, to submit to the Facility Owner a written plan for corrective action. If the Lead Agency fails to respond with a written plan for corrective action that is mutually acceptable to the Participating Agencies or if the Lead Agency fails to adhere to the plan for corrective action, the Facility Owner may transmit the termination notice. No notice of termination for reason of default will be effective without first providing the Lead Agency with such written notice of default.

Upon receipt of a notice of termination, except as otherwise directed by the Facility Owner, the Lead Agency shall cease Work under the Fiber Optic Project Agreement on the date specified in the notice and waive all claims for profits and damages caused by such cessation; provided, however, unless an emergency exists, as defined by the appropriate Facility Owner authority, that the date of termination shall not be less than ten (10) days from the date such notice of termination is received.

In the event the Facility Owner terminates a Fiber Optic Project Agreement as provided in this clause, the Facility Owner may perform Work by whatever method it may deem expedient to protect its Facilities. In such case, expenses incurred by the Facility Owner for protecting its Facilities shall be charged to, and subject to Section III.E., paid by the Lead Agency.

V. RELATIONSHIP BETWEEN LEAD AGENCY AND CONTRACTORS

A. RESPONSIBILITY

The Lead Agency is responsible for ensuring that the applicable terms and conditions of the Project Agreement, General Terms and Conditions, exhibits and addenda are included in Agreements with Facility Owners and contractors. However, each contractor shall be held liable for any negligence caused by its performance or failure to perform the work under the Project Agreement or any contracts with the Lead Agency.

B. APPROVALS

All contractors hired by the Lead Agency to work within or on Facilities shall be subject to approval by Facility Owner(s). In all agreements with contractors, the Lead Agency may require such contractors to attend a pre-construction meeting with the appropriate authority to review installation requirements and Work restrictions prior to any Work being performed in or on Facilities. The contractor's agreement shall state that the Facility Owner or the jurisdiction having rights-of-way has authority to stop Work or require that inadequate Work be corrected.

C. INSURANCE

Prior to undertaking any work under any Fiber Optic Project Agreement, the Lead Agency shall ensure that all contractors, at no expense to the Lead Agency, Participating Agencies and Facility Owner(s), have obtained and filed with the Lead Agency, acceptable evidence of a policy or policies of insurance as enumerated below.

1. The insurance shall contain the following types of coverages and minimum dollar limits:

   a. Commercial General Liability: A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverage known as:
      - Premises/Operations Liability
      - Products/Completed Operations
      - Personal/Advertising Injury
      - Contractual Liability
      - Owners and Contractors Protective Liability
      - Employers Liability (Stop Gap)
      - Explosion, Collapse and Underground Property Damage (XCU) (as applicable)
      - Watercraft, owned and non-owned (as applicable)
      - Pollution Liability Insurance

      Such policy(ies) shall provide the following minimum coverage:
      Bodily Injury and Property Damage -
      $1,000,000 per occurrence,
      $2,000,000 annual aggregate.

      If any policy required under this subsection is written on a claims-made form, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is "claims made", and state the retroactive date. The contractor shall maintain such policy continuously

in force for a period of twenty-four (24) months following the completion date, and the contractor shall annually provide the Lead Agency with proof of renewal. If renewal of the claims-made form of coverage becomes unavailable, or economically prohibitive, the contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Lead Agency to assure financial responsibility for liability for services performed, which shall run at least through the end of this twenty-four (24) month period.

b. Commercial Automobile Liability: A policy of Commercial Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles.

Such policy shall provide the following minimum coverage:
Bodily Injury and Property Damage -
$1,000,000 per accident/occurrence

c. Workers' Compensation: Contractor agrees at all times to comply with all applicable workers compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers compensation and occupational disease requirements shall include coverage for all employees suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of the agreement between the contractor and the Lead Agency (Contract).

2. If the contractor's insurance contains a deductible (or self-insured retention amount) the contractor shall:

a. disclose such amount, and
b. be responsible for payment of any claim equal to or less than the deductible (or self-insured retention amount).

Any deductible or self-insured retention must be disclosed and is subject to approval by the Lead Agency.

3. The above policy or policies, endorsements thereto, and subsequent renewals shall:

a. Be subject to approval by the Lead Agency as to company,

form, and coverage. The insurance carrier shall be:

- rated A-:VII or higher in the A.M. Best's Key Rating Guide,
- licensed to do business in the State of Washington, or be
- filed in the State of Washington as surplus lines by a Washington Surplus Lines Broker.

b. Be primary to all other insurance the Lead Agency, Participating Agencies, and Facility Owner(s) may obtain, and

c. Be maintained in full force and effect at no expense to the Participating Agencies and the Facility Owner(s) for a period of twenty-four (24) months following the completion date, and

d. Protect the Participating Agencies and Facility Owner(s) within the policy limits from any and all losses, claims, actions, damages and expenses arising out of or resulting from the contractor's performance or lack of performance under the "Contract", and

e. Name the Participating Agencies and Facility Owner(s) as an additional insured, on and ISO form (CG2010 or CG 2026), including its officers, elected officials, employees, agents, and volunteers, and

f. Include a "Separation of Insureds" or "Severability of Interests" provision (whether by endorsement or otherwise) indicating that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the insurance shall apply:

- as if each party insured thereunder (whether as a named insured, additional named insured or additional insured) were the only party insured by such policy(ies), and
- separately to each insured against whom a claim is made or a suit is brought.

g. In accordance with RCW 48.18.290, the coverages provided by this policy for this Fiber Optic Project shall not be terminated, reduced or otherwise materially changed without

providing at least forty-five (45) days prior written notice to the Lead Agency.

Failure of the contractor to comply with any of the terms of these insurance provisions shall be considered a material breach of this Contract and, at the option of the Lead Agency, shall be cause for such action as may be available to the Lead Agency under other provisions of the Contract documents or otherwise in law, including immediate termination of the Contract.

D. BOND

To ensure compliance with the terms of this document, all contractors shall provide an executed Contract Bond in the amount specified in the Fiber Optic Project Agreement, with a surety or sureties who are acceptable to the Participating Agencies and the Facility Owner(s). This bond shall remain in full force and effect through acceptance of the Work. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without prior thirty (30) days written notice being given to the Lead Agency.

E. NONDISCRIMINATION AND AFFIRMATIVE ACTION

During the performance of Work, the Lead Agency, for itself, its assignees and successors in interest, agrees as follows:

1. The Lead Agency shall not allow any contractor to discriminate against any employee or applicant for employment because of age, sex, race, religion, creed, color, ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex, age, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruit-ment, or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship.

2. The contractor shall, prior to commencement and during the term of its contract, furnish to the appropriate enforcement entity in the Lead Agency's governmental agency upon his/her request and on such form as may be provided by that entity therefor, a report of the affirmative action taken by the contractor in implementing the terms

of these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the enforcement entity for the purpose of investigation to determine compliance with this provision.

3. If, upon investigation, the enforcement entity finds probable cause to believe that the contractor has failed to comply with any of the terms of these provisions, the Participating Agencies shall be so notified in writing. The Lead Agency shall give the contractor an opportunity to be heard, after ten (10) days notice. If the agency concurs in the findings of the enforcement entity, it may suspend the contract and/or withhold any funds due or to become due to the contractor, pending compliance by the contractor with the terms of these provisions.

4. Failure to comply with any of the terms of these provisions shall be a material breach of the contract.

5. The foregoing provisions, (1.) through (4.), will be inserted in all contracts for Work covered by the Fiber Optic Project Agreement.

F. WOMEN'S AND MINORITY BUSINESS UTILIZATION

The Lead Agency will make every effort to utilize women's business enterprises and minority business enterprises in any contracting. The Lead Agency will require that its contractors and subcontractors will make every effort to utilize women's business enterprises and minority business enterprises. The Lead Agency will maintain records reasonably necessary for monitoring its compliance with the provisions of this section.

VI. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL FIBER OPTIC PROJECT AGREEMENTS

A. LAWS, LICENSES, AND PERMITS

1. General Requirement

All Work done under a Fiber Optic Project Agreement shall comply with all applicable federal, state, and local laws, and all rules, regulations, orders, and directives of the administrative agencies and officers thereof.

2. Licenses, Permits and Similar Authorizations

The Participating Agencies represent and warrant to the owners of rights-of-way and to Facility Owners that they shall have and maintain in effect at all times all necessary franchises, licenses, permits, consents and easements from federal, state and local authorities and the owners of rights-of-way and private property. The Participating Agencies will comply with all requirements thereof to install, construct, maintain, operate and remove any fiber optic installation(s).

B. PERFORMANCE STANDARDS

Each Participating Agency will perform all of its obligations under a Fiber Optic Project Agreement in a reasonable and timely manner. The standard for such performance will be the normal industry standard in the relevant market. Where any Participating Agency's approval, satisfaction, authorization, or similar approbation is required, such approval, satisfaction, authorization, or similar approbation will be forthcoming in a timely manner and will not be unreasonably withheld.

C. SUBJECT TO LAWS

All Fiber Optic Project Agreements are subject to all applicable federal, state, and local laws, and regulations, rulings and orders of governmental agencies. Any Participating Agency may terminate its obligations under a Fiber Optic Project Agreement if ordered to do so by the final order or filing of a court or other governmental agency or if such order or ruling would make it impossible for any Participating Agency to carry out its obligations under this Agreement. If required by the final order of a court of competent jurisdiction, upon the issuance of such order stating that the rights of use or access to an Owner's Facilities is unlawful, the Lead Agency shall immediately terminate work associated with the use or access and the Lead Agency shall remove all violating appurtenances. In addition, if at any time during the term of this Agreement, the action of a governmental agency requires modification of terms and conditions of the Agreement in order to meet legal requirements, or renders performance by any Participating Agency unreasonable, the Participating Agencies will enter into negotiations to achieve an equitable adjustment of any increased costs or liabilities incurred by any Party as a result of such required modification. The preceding section shall not apply to a court order determining that the Participating Agencies' use violates a private easement.

Facility Owners have no actual knowledge of any restriction in their agreements with third parties which would prohibit the Participating

Agencies' use of Facilities as contemplated herein. The Participating Agencies recognize that the Facility Owners have done no special searches or investigations with respect to restrictions in their agreements with third parties that may affect the use of Facilities as contemplated by the Fiber Optic Project Agreement.

D. TERM

Fiber Optic Project Agreements shall become effective upon the execution of all Participating Agencies, and unless terminated in accordance with the provisions of Article VI.E ♦ Termination, shall continue up to a term of twenty (20) years.

One year prior to the expiration of this twenty-year period, the Participating Agencies shall in good faith negotiate a renewal Agreement for an additional twenty-year period or terminate their participation according to the provisions in this Agreement. As a starting point for negotiations of a renewal Agreement, the Participating Agencies will use the Fiber Optic Project Agreement as the framework for further negotiations. Under the terms of any renewal Agreement, the Participating Agencies shall continue to make payments to Facility Owners for use of Facilities and to make other payments specified in the Fiber Optic Project Agreement.

Terms and conditions of existing Fiber Optic Project Agreements that have expired shall remain in effect until superseded by a new Agreement.

E. TERMINATION

1. For Cause

Any Participating Agency may terminate a Fiber Optic Project Agreement in the event that another fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other Party.

2. Notice

Notice of termination shall be given by the Participating Agency terminating the Agreement to the others not less than thirty (30) days prior to the effective date of termination.

F. FORCE MAJEURE

Any Participating Agency may suspend a Fiber Optic Project Agreement without recourse by another where performance is rendered impossible or impracticable for reasons beyond such Participating Agency's reasonable control, such as, but not limited to, acts of nature, war or warlike operations, civil commotion, riot, labor dispute including strike, walkout, or lockout, sabotage, or superior governmental regulation or control.

G. NO WAIVER

No term or provision hereof shall be deemed waived or consented to, and no breach excused unless such waiver or consent shall be in writing and signed by the Participating Agency claimed to have waived or consented.

Failure of a Participating Agency to insist upon strict performance of, or that Participating Agency's waiver of, any of the terms, conditions, or obligations of either the General Terms and Conditions or a specific Fiber Optic Project Agreement, shall not be a waiver of any other term, condition, covenant or obligation, or of any subsequent default by breach of the same or other term, condition, covenant or obligation contained herein.

H. SEVERABILITY

In the event any section, sentence, clause, or phrase of the General Terms and Conditions or a specific Fiber Optic Project Agreement is adjudicated to be invalid or illegal by a court of last resort and of competent jurisdiction, the remainder of the General Terms and Conditions or of a specific Fiber Optic Project Agreement shall be unaffected by such adjudication and all other provisions shall remain in full force and effect as though the section, clause, or phrase so adjudicated to be invalid had not been included herein. The Participating Agencies agree to then negotiate in good faith the replacement section, sentence, clause, or phrase which is legal and most closely represents the original intent of the Participating Agencies.

I. RIGHTS CUMULATIVE

The rights and remedies of the Participating Agencies provided for under the General Terms and Conditions or under a specific Fiber Optic Project Agreement are in addition to any other rights and remedies provided by law. The failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not exclude or waive the right to use another.

J. CONTRACTUAL RELATIONSHIP

The General Terms and Conditions do not constitute the Participating Agencies as the agent or legal representative of a Facility Owner for any purpose whatsoever. The Participating Agencies are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Facility Owner or to bind the Facility Owner in any manner or thing whatsoever.

K. HEADINGS

The titles of sections are for convenience only and do not define or limit the contents.

L. APPLICABLE LAW AND VENUE

All Agreements among the Participating Agencies shall be construed and interpreted in accordance with the laws of the State of Washington, and venue of any action brought hereunder shall be in the Superior Court for King County.

M. BINDING EFFECTS

The provisions, covenants and conditions in the General Terms and Conditions and in any specific Fiber Optic Project Agreement apply to bind the Participating Agencies, their legal heirs, representatives, successors, and assigns.

N. ASSIGNMENT

No Participating Agency or Lead Agency shall assign its rights or assign its duties under a Fiber Optic Project Agreement without the prior written consent of the other Participating Agencies, which consent shall not be unreasonably withheld.

O. NOTICES

All notices and other materials to be delivered hereunder, shall be in writing and shall be delivered or mailed to addresses as identified in the Fiber Optic Project Agreement.

P. NON-EXCLUSIVITY

This is a non-exclusive arrangement.

Q. MODIFICATION OR AMENDMENT

No modification to or amendment of the provisions of the General Terms and Conditions or of any specific Fiber Optic Project Agreement shall be effective unless in writing and signed by authorized representatives of the Participating Agencies to the Fiber Optic Project Agreement. The Participating Agencies expressly reserve the right to modify any agreement, from time to time, by mutual agreement.

R. ATTORNEY FEES AND COSTS

In the event legal action is taken or commenced among the Participating Agencies hereto, declaratory or otherwise, for the enforcement of any of the covenants, terms, or conditions of this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney fees as determined by the trial and appellate courts.

Costs and reasonable attorney fees shall include, but not be limited to, reasonable attorney fees, paralegal and legal support staff expenses, costs of arbitration, mediation, expert witnesses, exhibits, reasonable investigations, and reimbursement for all time, expense, and overhead of all substantially prevailing party personnel or consultants assisting in the legal action or responding to or investigating a claim or demand.

S. ARBITRATION/MEDIATION

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Lead Agency, Facility Owner or Participating Agencies agree to first endeavor to settle the dispute in an amicable manner by mediation, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this paragraph precludes any Lead Agency, Facility Owner or Participating Agency from seeking relief from King County Superior Court should mediation or arbitration efforts be unsuccessful.

ref: FinAdmin Ord/Agrmt No. 2 (FSFOIP.GTC)

EXHIBIT A
CITY OF SEATTLE FACILITIES

I. GENERAL CONDITIONS FOR ACCESS TO AND USE OF CITY FACILITIES

A. All City of Seattle Facilities

1. Permission to Enter

Access to Facilities shall be allowed only after the Facility Owner has been notified per item 2., below, and permission has been granted by the Facility Owner.

2. Requests for Access

All requests for access to Facilities must be made through the appropriate City Facility Manager or designee in writing (facsimile acceptable), and shall be subject to the restrictions and conditions in this Agreement.

In the event of an emergency, requests for access may be made in person or by telephone. In such cases, prompt written documentation of the request will follow.

3. City Buildings

If the Lead Agency desires to utilize space in any City building, the Lead Agency shall comply with the restrictions and conditions specified by the designated building manager.

4. Conformance to Regulations

Access to and use of any Facility shall be in conformance with all codes, regulations and requirements.

5. Acknowledgment and Acceptance of Risks

In choosing to co-locate any components of a Fiber Optic Project with City Facilities, the Participating Agencies acknowledge and accept all risks, including but not limited to excessive heat or fires that may damage components of the Fiber Optic Project that are associated with having components of the Fiber Optic Project co-located with City Facilities.

B. City Department Facilities, Other than City Light

1. Priority Protection

The Lead Agency shall make the protection of the telecommunications, traffic control and street-lighting Facilities the highest priority when working in City Department Facilities or in proximity to City Department Facilities where such proximity could directly affect the functioning of the Facilities. The Participating Agencies will not through their action or knowing inaction compromise such protection.

2. Priority Restoration

Restoration of telecommunications, traffic control, and street-lighting services shall be given the highest priority in the event that any of these services and the Participating Agencies' telecommunication services are interrupted at the same time, unless otherwise agreed to by the City and the Participating Agencies at the time of restoration. In the event of an outage, the City shall promptly work to restore the functionality of the Fiber Optic Cable as soon as reasonably possible and practical after restoration of any such necessary City services. The City shall not cut or otherwise damage Fiber Optic Cable unless absolutely necessary for the safe and prompt restoration of telecommunications, traffic control and street lighting systems.

3. Underground Facilities

Use of Underground Facilities is not authorized in a Fiber Optic Project Agreement unless such use is specifically authorized by the Seattle City Council pursuant to the Addendum Authorizing Use of City of Seattle Underground or Transmission Facilities.

II. PROCEDURES FOR CITY OF SEATTLE FACILITIES

A. Engineering, Design, and Maintenance

Upon execution of a Fiber Optic Project Agreement, the Participating Agencies and Facility Owners shall review and revise planning, engineering, design, installation, and maintenance procedures for the Fiber Optic Project. The procedures will be subject to the approval of the Facility Owners.

B. Access

1. The Lead Agency shall notify the appropriate City Department at least two (2) working days before access to any City Department facility is desired. The affected City Department will respond to requests for access from the Lead Agency at least twenty-four (24) hours prior to the requested start time, indicating whether access has been granted as requested, access has been delayed or access has been denied.

2. The City shall make every effort to provide access to Facilities during the times requested by the Lead Agency. However, the City may not be able to accommodate all requests, and the Lead Agency will need to plan accordingly.

3. All access to City Facilities by the Lead Agency or its contractors must be coordinated with the appropriate authority staff designated by the City's Facility Manager(s). The Lead Agency and its contractors must comply with whatever conditions for access to City Facilities that are specified by designated Facility Managers.

C. Project Control

City staff shall be authorized to stop Work on installation that is being conducted by the Lead Agency and its contractors on the Fiber Optic Project if City staff determine that the Work in question would or could potentially cause electrical hazards to workers or problems with the electrical system, telecommunications, traffic control or street-lighting systems. Such problems include, but are not limited to future City Work, present crowded conditions, future load growth on the City Light system, and the specification or installation of non-standard equipment, materials and/or supplies by the Lead Agency.

III. ANNUAL PAYMENT TO THE CITY FOR USE OF FACILITIES

On an annual basis, the Lead Agency shall make an annual use payment to the Facility Owner. Regardless of the Ownership of Fiber Optic Cable, the Lead Agency shall pay the Facility Owner for the use of Facilities in or on which Fiber Optic Cable has been installed by or on behalf of the Participating Agencies pursuant to a Fiber Optic Project Agreement.

Charges for Maintenance Hole, Handhole, Vault and Duct/Conduit occupancy shall be established by applicable City rate ordinance.

ref: FinAdmin Ord/Agrmt No. 2 (FSFOIP.GTC)

EXHIBIT B
SEATTLE CITY LIGHT FACILITIES

I. GENERAL CONDITIONS

Seattle City Light reserves the right to determine if work in or on its Facilities may be performed by contractors. All contractors hired by the Lead Agency to work within or on Seattle City Light Facilities shall be subject to approval by Seattle City Light. In all agreements with contractors, the Lead Agency may require such contractors to attend a pre-construction meeting with the Seattle City Light to review installation requirements and Work restrictions prior to any Work being performed in or on Facilities. The contractor's agreement shall state that Seattle City Light has authority to stop Work or require that inadequate Work be corrected.

A. Priority Protection of the City's Electrical System

The Lead Agency shall make the protection of the City's electrical power system the highest priority when working in Seattle City Light Facilities or in proximity to Seattle City Light Facilities. The Lead Agency will not through his/her action or knowing inaction compromise such protection.

B. Priority Restoration

The restoration of electrical service shall have the highest priority in the event that both Seattle City Light's electrical system and the Participating Agencies' telecommunications services are interrupted, unless otherwise agreed to by City Light and Participating Agencies at the time of restoration. In the event of an outage, Seattle City Light shall expeditiously work to restore the functionality of the Fiber Optic Cable as soon as reasonably possible and practical after restoration of all necessary electrical service. Seattle City Light shall not cut or otherwise damage the Fiber Optic Cable unless absolutely necessary for the safe and prompt restoration of electrical service.

II. REQUIREMENTS FOR USE OF FACILITIES

A. Overhead Transmission Facilities

Use of Overhead Transmission Facilities is not authorized in this Fiber Optic Project Agreement unless such use is specifically authorized by the Seattle City Council pursuant to the Addendum Authorizing Use of City of Seattle Underground or Transmission Facilities.

B. Overhead Distribution Facilities

1. The Participating Agencies shall be subject to restrictions that are specified in any applicable franchise, easement, and right-of-way agreements that City Light has with any entity located within or outside of the Seattle City Light Service Area.

2. The Lead Agency shall conduct at its own expense, whatever analyses Seattle City Light deems necessary to determine whether any modifications need to be made to its Overhead Distribution Facilities before Fiber Optic Cable can be safely attached to these Facilities.

3. The Lead Agency shall install Fiber Optic Cable Splices in accordance with industry standards.

4. The Lead Agency shall comply with Seattle City Light's Pole Attachment Policy (DPP 500 P III-804) and shall complete a Master Pole Attachment Agreement.

C. Underground Facilities

Use of Underground Facilities is not authorized in this Fiber Optic Project Agreement unless such use is specifically authorized by the Seattle City Council pursuant to the Addendum Authorizing Use of City Of Seattle Underground or Transmission Facilities.

Charges for Maintenance Hole, Handhole, Vault, and Duct/Conduit occupancy shall be established by applicable City rate ordinance.

D. Substations

Where the Lead Agency terminates Overhead Optical Ground Wire in Substations, such terminations shall be on Dead-end Towers unless otherwise authorized in writing by Seattle City Light.

III. PROCEDURES FOR SEATTLE CITY LIGHT FACILITIES

A. Engineering, Design, and Maintenance

Upon execution of a Fiber Optic Project Agreement, the Participating Agencies and Seattle City Light shall review and revise planning, engineering, design (includes material specifications), installation, and maintenance procedures for the Fiber Optic Project. The procedures will be

subject to the approval of Seattle City Light. All materials used must be approved by Seattle City Light prior to installation.

B. Access

1. The Lead Agency shall notify Seattle City Light at least two (2) working days before access to any Seattle City Light facility is desired. City Light will respond to requests for access from the Lead Agency at least twenty-four (24) hours prior to the requested start time, indicating whether access has been granted as requested, access has been delayed or access has been denied.

2. Seattle City Light shall make every effort to provide access to Facilities during the times requested by the Lead Agency. However, Seattle City Light may not be able to accommodate all requests, and the Lead Agency will need to plan accordingly.

3. All access to Seattle City Light Facilities by the Lead Agency or its contractors must be coordinated with the appropriate authority designated by Seattle City Light's Facility Manager(s). The Lead Agency and its contractors must comply with the conditions for access to Seattle City Light Facilities that are specified by designated Facility Managers.

4. All installations within or on Seattle City Light Facilities by the Lead Agency, Participating Agencies or their contractors may require the presence of a Safety Observer. A Seattle City Light Safety Observer shall be used whenever a Lead Agency, Participating Agency or their contractors will perform Work:

   a. In a substation or switchyard;

   b. Intermittently in an energized Vault, Maintenance Hole or Handhole (NOTE: Intermittent work is performed in segments lasting only one month or less.); or

   c. Installing duct, Vaults, Maintenance Holes or Handholes intermittently in the vicinity of energized underground cable (two (2) feet on either side of "marked for locate" conductors).

At Seattle City Light's option, the Lead Agency, Participating Agencies or their contractors may be allowed to supply their own qualified (as defined in the Seattle City Light Safety Observer Policy) electrical Safety Observers for continuous work only in (b) or (c).

C. Project Control

Seattle City Light staff shall be authorized to stop Work on installation that is being conducted by the Lead Agency and its contractors on the Fiber Optic Project if Seattle City Light determines that the Work in question would or could potentially cause electrical hazards to workers or problems with the electrical system, telecommunications, traffic control or street-lighting systems. Such problems include, but are not limited to future City Light Work, present crowded conditions, future load growth on the Seattle City Light system, and the specification or installation of non-standard equipment, materials and/or supplies by the Lead Agency.

IV. INSTALLATION STANDARDS FOR SEATTLE CITY LIGHT FACILITIES

All installations within or on Seattle City Light Facilities by the Lead Agency, Participating Agencies, or their contractors require the presence of a Safety Observer.

A. Substation

1. Any Optical Ground Wire or self-supporting aerial installed by the Participating Agencies which terminates in Substations shall be terminated on dead-end towers. Only clamps designed for optical ground wire shall be used. Optical ground wire shall be routed down a leg of the dead-end structure and supported as designated by the Seattle City Light Engineering Services Division. Fiber termination shall be in a Splice box mounted on the dead-end tower as specified by the Seattle City Light Engineering Services Division. Conduit shall be installed up to the Splice box to permit routing of a connecting cable between the Splice box and the Substation control building.

2. Any of the Participating Agencies' Fiber Optic Cable in Seattle City Light Substations shall be terminated on connectorized patch panels. Patch panels and electronic equipment shall be located on existing communication racks, or on new communication racks as specified by the Seattle City Light Engineering Services Division. Routing of the Participating Agencies' Fiber Optic Cables into and within Seattle City Light substations shall be as directed by the Seattle City Light Engineering Services Division.

B. Overhead Distribution Facilities

In addition to the provisions of the Master Pole Attachment Agreement, the following requirements shall apply to all such installations:

1. Climbing space. The "back", hereinafter defined, of the pole shall be kept clear for climbing space and shall not rotate around pole from quadrant to quadrant. The back of the pole shall mean the side opposite the "setting gain" or "brand" which is on the face of the pole 10 feet (Telecommunications Company set) or 12 feet (City Light Department set) from the butt end of the pole. The back of the pole shall also mean the convex side of the pole which has a natural sweep or curve from end to end.

2. Service drops shall not be permitted in the climbing space, and drops shall not be installed just beyond this space. A 36" space rather than a 24" space along the lead shall also be required. (Refer to Table 10, Section 236, State of Washington Electrical Construction Code.)

3. The vertical height of installations is to be determined from ground level rather than from the existing power secondary as the secondary is subject to relocation.

4. Non-metallic Conduit, PVC or equal, shall be required for vertical risers attached to the pole above telephone or other attachments.

5. Conduits on poles shall not be located in the climbing space. In case of questions concerning the location of a Conduit, City Light Department, upon request, will make a field determination.

6. The Lead Agency shall also conform to all future and to any existing installation rules, regulations or requirements that may be promulgated in writing to the Participating Agencies by Seattle City Light.

C. Requirement to Relocate Facilities, Other than Overhead

Notwithstanding any provision in this Agreement, Seattle City Light Department may require that Participating Agencies' Fiber Optic Project facilities be relocated or removed from City Light Department facilities. If, following notification (consistent with Section IV.G.1.) to relocate or vacate, the Participating Agencies fail to relocate or remove their facilities in a timely manner, Seattle City Light may enforce one or more of the following options:

1. Seattle City Light may require the Participating Agencies to construct, or have constructed, alternate facilities such as vaults, maintenance holes, ducts, and conduits for Seattle City Light's use in lieu of relocating their facilities.

2. Seattle City Light may impose a fee of two-thousand dollars ($2,000) per day for each day that the Participating Agencies' Fiber Optic Facilities remain in place after the date specified in the Facility Owner's request to relocate/remove.

3. Seattle City Light may assume ownership of the Participating Agencies' Fiber Optic Facilities.

4. Seattle City Light may remove the Participating Agencies' Fiber Optic Facilities and charge the costs, including direct and indirect costs, to the Participating Agencies.

ref: FinAdmin Ord/Agrmt No. 2 (FSFOIP.GTC)

ADDENDUM 1:

AUTHORIZING USE OF CITY OF SEATTLE UNDERGROUND OR TRANSMISSION FACILITIES

This addendum to the General Terms and Conditions provides for the use of The City of Seattle's Underground Facilities, including conduit, ducts, etc.

The following material shall be added to Section IV.D of the General Terms and Conditions:

> Any placement of fiber in Seattle City Light Underground Facilities must comply with all provisions of City Light Policies and Procedures for Duct/Vault Use.

The following material shall be added to Section IV.H of the General Terms and Conditions:

H. PAYMENT TO FACILITY OWNERS

1. c. For a Portion of the Cost of Duct, Maintenance Hole and Vault Upgrades and Changes

The Lead Agency shall reimburse Facility Owners for their respective share of the cost of upgrading Ducts, Maintenance Hole and Vaults that contain components of the Fiber Optic Project. In addition to reimbursement for direct costs of labor and materials incurred in the maintenance of the Fiber Optic Project, the Facility Owner shall be reimbursed by the Lead Agency for Indirect Costs.

The following material shall replace section I.B.3 of Exhibit A to the General Terms and Conditions:

I. B. 3. Underground Facilities, Other than Seattle City Light

a. The appropriate City Department shall have complete authority over duct assignment to the Lead Agency.

b. The Lead Agency shall install, if not already installed, inner duct in all Seattle City Department Conduit under the following conditions:

i. Any Conduit utilized by the Lead Agency must be filled with inner duct to the maximum extent feasible, up to a maximum of four one-inch inner ducts.

ii. An inner duct must be installed in any Conduit utilized by the Lead Agency and shall become the property of that City Department.

iii. The appropriate City Department must approve in writing both the type and the color of any inner duct installed by the Lead Agency.

iv. All inner duct that is installed must have pull strings, unless the inner duct has Fiber Optic Cable(s) in it.

c. Splices, loops, coils or fiber termination equipment shall not be placed in City Underground Facilities or in Building Vaults unless authorized by the appropriate City Department. Penetrations of Building Vault walls must be done in accordance with applicable fire codes and standard construction practices.

The following material shall be added to Exhibit B to the General Terms and Conditions:

I. C. Fiber Optic Cable Composition

The Lead Agency shall install only readily available Dielectric Cable within or on underground Facilities. All Fiber Optic Cable to be installed shall be approved by Seattle City Light prior to installation in Seattle City Light Facilities. Cable installed without this approval shall be removed by the Participating Agencies upon request from Seattle City Light. Optical Ground Wire, self-supporting cable or messenger-supported cable may be used on Overhead Transmission Facilities and Overhead Distribution Facilities as mutually determined by the Participating Agencies and the City.

II. C. Underground Facilities

1. Seattle City Light shall have complete authority over duct assignments, racking and placement of cables in maintenance holes, vaults and handholes. The Lead Agency shall comply with

any such assignments and placement direction. Ownership of Seattle City Light Underground Facilities containing any Fiber Optic Project materials shall remain with Seattle City Light.

2. The Lead Agency shall install, if not already installed, inner duct in all Seattle City Light conduit in which the Participating Agencies install Fiber Optic Cable subject to the following conditions:

   a. Any Conduit utilized by the Lead Agency must be filled with inner duct to the maximum extent feasible, up to a maximum of four one-inch inner ducts.

   b. An inner duct must be installed in any Conduit utilized by the Lead Agency.

   c. Seattle City Light must approve in writing both the type and the color of any inner duct prior to installation by the Lead Agency.

   d. All inner duct that is installed must have pull strings, unless the inner duct has Fiber Optic Cable(s) in it. All inner duct installed shall become the property of Seattle City Light.

3. Splices, loops, coils or fiber termination equipment shall not be placed in City Light Department Underground Facilities or in Building Vaults. Penetrations of Building Vault walls must be done in accordance with applicable fire codes and standard construction practices.

V. Backup Facilities

In recognition of the critical nature of the telecommunications services to be provided via the Fiber Optic Projects being constructed and used under this Agreement, the Participating Agencies shall attach to each Project Agreement written backup/alternative communication plans that will be used by the Participating Agencies in the case of Fiber Optic system failure, relocation requests or service interruptions or any other reason that arise from being co-located with Seattle City Light facilities.

ref: FinAdmin Ord/Agrmt No. 2 (FSFOIP.GTC)

ADDENDUM 2:

SPECIAL TERMS AND CONDITIONS FOR AGREEMENTS WITH THE UNITED STATES GOVERNMENT

This Addendum modifies the Terms and Conditions of the Model Agreement for Fiber Sharing Projects in which the United States Government, by and through the General Services Administration (hereafter referred to as GSA), is either a Facility Owner, Lead Agency or Participating Agency. The modifications are necessary due to the special requirements of federal statutes or federal administrative policies. Unless otherwise noted, these modifications override the Terms and Conditions of the Model Agreement for Fiber Sharing Projects.

All parties to a fiber project in which GSA is either a Facility Owner, Lead Agency or Participating Agency shall agree to these modifications in their entirety.

I. The following paragraph will supplement the provisions of Section II, Relationships Among Participating Agencies, Paragraph B., Principles:

3. The GSA, as an agency of the United States government, intends to participate in the fiber optic project to the fullest extent practicable. As such, if and when additional moneys are necessary, beyond those agreed to at the start of each project, the United States government intends to pay such prorated share of these additional expenses, calculated in accordance with Model II of this agreement. The request for additional moneys will be presented to the United States government in the form of a 'claim' as described in the attached Federal Acquisition Regulations (FAR), Clause, 52.233-1, Disputes. The term "Contractor" referred to in the text of the attached FAR would either be the Facility Owner or the Lead Agency or both, whichever is applicable.

II. The following paragraph will supplement the provisions of Section II, Relationships Among Participating Agencies, Paragraph I., Taxes:

The GSA, as an agency of the United States government, is exempt from the payment of any federal, state or local taxes. As part of any fiber project, the Facility Owner, Lead Agency or Participating Agencies agree not to assess the GSA for any federal, state or local taxes.

III. The following paragraph will supplement the provisions of Section II, Relationships Among Participating Agencies, Paragraph J., Payments:

The GSA, as an agency of the United States government, will make payments in accordance with the Prompt Payment Act, Public Law 31 USC 3901, as amended. Payments for services under this agreement will be made by the United States Government only in arrears.

IV. The following paragraph will replace the provisions of Section III, Relationships Among Participating Agencies and the Lead Agency, Paragraph H., Indemnification as follows:

H. Save Harmless

Except as limited below, the Facility Owners and Participating Agencies shall save harmless the Lead Agency, its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event that there has been gross negligence or willful misconduct by the Lead Agency in connection with this Agreement.

If any claim arises to which this provision may be applicable, the Facility Owner shall, immediately upon learning of such claim, notify the Lead Agency, and upon such notice, the Lead Agency shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or Lead Agency have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

The United States Government cannot indemnify another entity or agency for any reason (Antideficiency Act, 31 U.S.C. 1341, Adequacy of Appropriations, 41 U.S.C. 11). The resolution of any claims against the United States Government under this Agreement will be done in accordance with the Contract Disputes Act of 1978, Public Law 41 USC 601-613, as amended.

V. The following paragraph will replace the provisions of Section IV, Relationship With Facility Owners, Paragraph K., Indemnification as follows:

K. Save Harmless

Except as limited below, the Lead Agency and Participating Agencies shall save harmless the Facility Owner, its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event that there has been gross negligence or willful misconduct by the Facility Owner in connection with this Agreement.

If any claim arises to which this provision may be applicable, the Facility Owner

shall, immediately upon learning of such claim, notify the Lead Agency, and upon such notice, the Lead Agency shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or Lead Agency have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

The United States Government cannot indemnify another entity or agency for any reason (Antideficiency Act, 31 U.S.C. 1341, Adequacy of Appropriations, 41 U.S.C. 11). The resolution of any claims against the United States Government under this Agreement will be done in accordance with the Contract Disputes Act of 1978, Public Law 41 USC 601-613, as amended.

VI. The following paragraph will replace the provisions of Section VI, Additional Terms and Conditions Applicable to all Fiber Optic Project Agreements, Paragraph D., Term:

Fiber Optic Project Agreements shall become effective upon the execution of all Participating Agencies, and unless terminated in accordance with the provisions of Article VI. E - Termination, shall continue in effect for a term of ten (10) years.

One year prior to the expiration of this ten year period, the Participating Agencies shall in good faith negotiate a new Agreement for a ten (10) year period. As a starting point for negotiations of an Agreement, the Participating Agencies will use the Fiber Optic Project Agreement as the framework for further negotiations. Under the terms of any Agreement, the Participating Agencies shall continue to make payments to Facility Owners for use of Facilities and to make other payments specified in the Fiber Optic Project Agreement.

VII. The following paragraphs will supplement the provisions of Section VI, Additional Terms and Conditions Applicable to all Fiber Optic Project Agreements, Paragraph E., Termination:

3. The GSA, as an agency of the United States government, has the right to terminate this Agreement, in whole or in part, in accordance with the attached Federal Acquisition Regulation (FAR), Clause 52.249-6, Termination (Cost Reimbursement). The term "Contractor" referred to in the text of the attached FAR would either be the Facility Owner or the Lead Agency or both, whichever is applicable.

VIII. The following paragraphs will replace the provisions of Section VI, Additional Terms and Conditions Applicable to all Fiber Optic Project Agreements, Paragraph L., Applicable Law and Venue:

All agreements among the Participating Agencies shall be construed and interpreted in accordance with the laws of the United States of America and the

laws of the State of Washington. The venue of any action brought hereunder shall be in the United States Federal District Court, Western District of Washington at Seattle.

IX. The following paragraphs supplements the provisions of Section VI, Additional Terms and Conditions Applicable to all Fiber Optic Project Agreements, Paragraph S., Arbitration/Mediation:

Any dispute arising under this Agreement will be subject to the Contract Disputes Act of 1978, Public Law 41 U.S.C. 601-613. During the pendency of a dispute, the parties shall not be excused from performance of this Agreement.

ref: FinAdmin Ord/Agrmt No. 2 (FSFOIP.GTC)

T1

September 11, 2025
Title Amendment

[B. Paribello]

Sponsor: Von Reichbauer

Proposed No.: 2025-0141

TITLE AMENDMENT TO PROPOSED ORDINANCE 2025-0141, VERSION 1

On page 1, strike lines 1 through 8 and insert:

"AN ORDINANCE authorizing the executive to execute fiber optic installation and maintenance agreements."

EFFECT prepared by *B. Paribello: Would make changes to reflect Striking Amendment S1.*

King County
Shannon Braddock
King County Executive
401 Fifth Avenue, Suite 800
Seattle, WA 98104
206-296-9600 Fax 206-296-0194
TTY Relay: 711
www.kingcounty.gov

May 9, 2025

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

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that would, if enacted, allow King County to continue cooperation with other government agencies for shared fiber optic projects and streamline the process for executing fiber optic infrastructure interagency agreements facilitating continued services to the public and King County agencies.

In 1995, King County, the City of Seattle, University of Washington, Federal General Services Administration, and Seattle Community College District developed terms and conditions (General Terms and Conditions) for cooperative agreements between government agencies for the joint installation, ownership, and maintenance of fiber optic cable and cooperative use of associated infrastructure and facilities. Over the past 20 years, these and other fiber partners have executed interagency project agreements serving the participating public sector organizations. These agreements have been adopted by more than 17 government agencies.

Under the General Terms and Conditions, project agreements were effective for 10 years. The proposed Ordinance would amend the General Terms and Conditions to extend the effective date of all executed project agreements for an additional 10 years. This would allow King County to continue to utilize the fiber installed pursuant to those project agreements and that require continued payment for maintenance. As of July 2024, King County's total share for annual maintenance for all executed project agreements is $104,044.23.

The proposed Ordinance would also streamline the process for executing future project agreements by allowing the Executive to directly execute project agreements instead of requiring the Council's approval for each agreement, provided the agreement utilizes the General Terms and Conditions and does not commit the County to expend funds beyond the then-current appropriation period for anything other than maintenance. Annual maintenance costs for an individual project average around $10,000. All maintenance costs are covered by revenue received and planned for in KCIT's ongoing budget.

The proposed Ordinance would authorize the Executive to execute two fiber optic project agreements using the General Terms and Conditions outlined below.

- Addendum #34 covers the fiber cable installation supporting Washington State Department of Transportation (SDOT) and King County Metro (KCM) for the 2016 WSDOT Tunnel project. The work includes the completion of the fiber installation between SR99 Tunnel South Operations Building to the Capitol Hill Radio Tower and the KCM South Access Cabinet Project, along with changes in cost allocation between WSDOT and KCM. Addendum 34 also extends the end date of Addendum #27 to enable WSDOT to complete payment to City of Seattle for the completed work.

- Addendum 36 is also related to the WSDOT Tunnel Project, specifically installing fiber cabling between Pier 48 and Coleman Dock, temporarily rerouting existing fiber optic cabling for the Seattle Department of Transportation (SDOT) Waterfront Project, the permanent reroute of King County fiber path between King Street Center and Coleman Dock, and the removal of fiber connecting WSDOT emergency gates.

If your staff have questions, please contact Stephen Heard, Interim Chief Information Officer, Department of Information Technology (KCIT) at 206-477-5728.

Sincerely,



for

Shannon Braddock
King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Stephen Heard, Director, Department of Information Technology

2025 FISCAL NOTE

Ordinance/Motion:	
Title: Amend Fiber One Code Mtce Terms & Conditions	
Affected Agency and/or Agencies:	King County Information Technology
Note Prepared By:	Junko Keesecker
Date Prepared:	7/12/2024
Note Reviewed By:	
Date Reviewed:	

Description of request:

Ordinance authorizing King County to continue cooperation with other government agencies for shared fiber optic projects and would streamline the process for executing fiber optic infrastructure interagency agreements to facilitate continued services to the public and King County agencies

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
KCIT	5531		N/A	N/A	N/A
TOTAL			**0**	**0**	**0**

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
KCIT	5531	KCIT	N/A	N/A	N/A
TOTAL			**0**	**0**	**0**

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	**0**	**0**	**0**

Does this legislation require a budget supplemental? Yes/No

Notes and Assumptions:

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	8	**Name:**	Jenny Giambattista
Proposed No.:	2025-0214	**Date:**	October 6, 2025

SUBJECT

Proposed Ordinance 2025-0214 would authorize King County to execute a contract with Energy Mission Control/FuSE to manage the administrative process of generating and selling credits under the Washington Clean Fuel Standard.

SUMMARY

Proposed Ordinance 2025-0214 would authorize the Executive Office of Climate to enter into an agreement (Attachment A) with an environmental services aggregator who would support the tracking and reporting of low-carbon fuels usage in county fleets and production of low-carbon fuels to generate credits in the Washington Clean Fuels Program and manage the sale of credits to producers and suppliers of regulated fuels. This service is referred to as "Clean Fuel Standard Credit Aggregator Services."

There is no payment required from the County to participate in this contract. The third party aggregator, per the proposed Agreement in Attachment A does not directly charge King County for services and instead is compensated via a four percent fee based on any revenue from credits sold on behalf of King County.

BACKGROUND

Washington Clean Fuel Standard. The Washington Clean Fuel Standard law[1] went into effect on January 1, 2023. It is a regulatory compliance program requiring fuel suppliers to gradually reduce the carbon intensity of transportation fuels by 20 percent by 2034, as compared to 2017 levels. Under the Clean Fuel Standard (CFS), suppliers of fossil-based transportation fuels are regulated entities that must comply with the regulation by reducing the carbon intensity of fuels they sell or by purchasing credits from producers and suppliers of low-carbon fuels. Credits are sold through direct contracts between credit generators and regulated entities. Ecology does not operate an auction or market platform. Credit revenues fluctuate based on demand from regulated entities.

[1] RCW 70A.535 and WAC 173-424

County departments will generate credits, primarily from the use of electricity to fuel County fleet vehicles. Metro and the Department of Natural Resources and Parks (DNRP) registered with the Department of Ecology (Ecology) in early 2023 to participate in the WA Clean Fuels Standard and have generated credits from the use of electricity and propane as a transportation fuel. King County departments can also generate capacity credits by installing more low carbon fueling infrastructure, specifically DC fast charging and hydrogen refueling infrastructure, after January 1, 2023.

ANALYSIS

Proposed Ordinance 2025-0214 authorizes King County to execute a contract (Attachment A) with Energy Mission Control/FuSE to manage the administrative process of generating and selling credits under the Washington Clean Fuel Standard. This service is referred to as "Clean Fuel Standard Credit Aggregator Services." The aggregator would support tracking and reporting of low-carbon fuels usage in County fleets and production of low-carbon fuels to generate credits in the Washington Clean Fuels Program, as well as manage the sale of credits to producers and suppliers of regulated fuels.

Executive staff report that this contract was adapted from the Sound Transit and Energy Mission Control/FuSE contract signed in 2023. King County executive staff worked with the PAO to provide edits and ensure alignment with King County contracting for professional services.

After analysis of other options, executive staff report that they chose to replicate the Sound Transit agreement with Energy Mission Control/FuSE because the Sound Transit agreement was developed based on a public RFP process and offered the lowest fee of 4 percent. Executive staff pursued this option because Sound Transit had completed a public RFP process, reported a positive experience working with FuSE, offered the lowest fee for King County, and FuSE demonstrated willingness and interest to help all County fleets including the smaller non-transit fleets report and register credits.

The contract includes the following key provisions:

Term: Three years from execution with up to two 1-year extensions at King County's discretion.

Scope of Work/Responsibilities of FuSE.

- Baseline evaluation of data for Clean Fuel Standard (CFS) eligibility.
- Guidance on fuel pathways to maximize credit value.
- Quarterly & annual reporting to WA Dept. of Ecology.
- Auditing of equipment and registration in CFS system
- Managing credit sales and interactions with the CFS market.
- Adapting to regulatory changes and market evolution.
- Training King County staff and knowledge transfer at contract end.

Compensation. FuSE, the third party aggregator, per the proposed Agreement in Attachment A does not directly charge King County for services and instead is

compensated via a four precent fee based on any revenue from credits sold on behalf of King County. The contract provides for no escalation in compensation due to market changes and no additional compensation unless agreed in writing.

There is no anticipated risk to the County should the Clean Fuel Standard be invalidated or blocked from implementation as the consultant only receives payment from the sale of credits.

Termination. The contract allows for termination for default with notice and consultation opportunity. Additionally, the contract allows the County to terminate for convenience anytime with FuSE paid for services rendered to date.

Indemnification. The indemnification provisions indemnifies King County against third part claims, employee lawsuits, and intellectual property violations.

Intellectual Property. All work belongs to King County and FuSE must transfer materials and access credentials at end of the term.

Technical Corrections Needed. The agreement, as transmitted, appears to have several technical issues, including incorrect numbering, not using the most recent list of protected categories in the King County Charter Section 840, improper capitalization, and inconsistent internal references to sections and exhibits. Amendment 1 replaces the original contract with a revised version correcting these technical errors.

Revenue. The fiscal note estimates the sale of clean fuels program credits will generate $632,255 in 2025. For 2025, this revenue assumption includes the sale of 2023 and 2024 generated credits. Executive staff report the fiscal note includes conservative assumptions for the expansion of electric vehicles in County fleets in future years based on the fleet and charging expansions including in the 2025 CIP. The fiscal note does not assume credit generation in alignment with King County's zero-emission goals.

Executive staff report revenues will be reinvested in fleet electrification.

Table 1.
Revenues from Sale of Clean Fuels Program by Year

Revenue by Department	2025	2026-2027	2027-2028
Metro Transit	$619,650	$717,481	$818,941
Department of Natural Resources and Parks	$12,875	$24,718	$28,913
Department of Executive Services	$0	$54,050	$71,802

Consistency with 2025 Strategic Climate Action Plan. Participation in CFS is consistent with the King County's 2025 Strategic Climate Action Plan which includes commitments to increase the percentage of County-owned vehicles that are electric and zero-emissions and to use alternative fuels when zero emission vehicles are unavailable. The SCAP considers the CFS a critical policy to support the transition to zero-emission vehicles.

AMENDMENT

In order to address the technical errors described above, Executive staff prepared a new agreement, Attachment A dated August 25, 2025. The following changes have been made:

- The new agreement has been re-formatted for appearance and clarity.
- The scope of work has been modified to reflect the agreement.
- The Diversity Program Requirements and Non Discrimination provision has been updated to reflect section 840 to King County Charter, in addition to Chapters 12.16 through 12.19 of the King County Code.
- The Privacy Act provision (Section XVI) has been deleted as it is not relevant to for this Agreement.

Amendment 1 replaces Attachment A with a new Attachment A dated October 6, 2025.

INVITED

- Carrie Lee, GHG Reduction Manager, Executive Climate Office
- Autumn Salamack, Sustainability & Climate Manager, Metro

ATTACHMENTS

1. Proposed Ordinance 2025-0214 (and its attachments)
2. Amendment 1 with Attachment A dated October 6, 2025
3. Redline version of Attachment A
4. Transmittal Letter
5. Fiscal Note

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2025-0214.1 **Sponsors** Quinn

AN ORDINANCE relating to the sale of environmental attributes held by the county; authorizing the executive office of climate to enter into an agreement with an environmental services aggregator who would support the tracking and reporting of low-carbon fuels usage in county fleets and production of low-carbon fuels to generate credits in the Washington Clean Fuels Program and manage the sale of credits to producers and suppliers of regulated fuels.

STATEMENT OF FACTS:

1. Chapter 70A.535 RCW established a Clean Fuels Program with the objective of reducing emissions from transportation fuels. A clean fuel standard program is a market-based policy mechanism designed to reduce greenhouse gas emissions from transportation by setting and gradually reducing the carbon intensity of transportation fuels like gasoline, diesel, and electricity. The Clean Fuels Program created in Washington achieves that goal by creating a marketplace that rewards public and private entities that invest in clean transportation. The Clean Fuels Program began on January 1, 2023. In 2025, chapter 70A.535 RCW was amended requiring

that the carbon intensity of the state's transportation fuels be reduced to forty five percent below 2017 levels by 2038.

2. Under the Clean Fuels Program, suppliers of fossil-based transportation fuels are regulated entities that must comply with the regulation by reducing the carbon intensity of fuels they sell or by purchasing credits from producers and suppliers of low-carbon fuels.

3. County departments can generate credits under the Clean Fuels Program in the following ways: by using low- and no-carbon fuels for powering county fleets, including electricity used by both new and existing electric vehicle-charging infrastructure and fixed-guideway networks; using propane for vehicles; and generating renewable fuels for the transportation sector, such as renewable natural gas from landfill gas.

4. The county registered with the Department of Ecology ("Ecology") in early 2023 to participate in the Clean Fuels Program. The Metro transit department and department of natural resources and parks reported and generated more than 17,462 credits in 2023 and 2024. Credit generation will increase as the county expands electric charging infrastructure. Credits are sold through direct contracts between credit generators and regulated entities. Ecology does not operate an auction or market platform. Credit revenues fluctuate based on demand from regulated entities.

5. Under K.C.C. chapter 4.56, council authorization for the sale of carbon credits or environmental attributes generated is required. The

environmental benefits discussed in subsection 1 of this statement of facts, as an extension of the energy content and carbon emissions from transportation fuels, are recognized as a form of emissions attributes. Emissions attributes refer to the environmental benefits of a resource that are distinguished from a commodity and can have financial value related to both voluntary and mandatory environmental requirements.

6. The sale of environmental attributes provide public benefit by providing for revenue generated through the sale of credits associated with the use or production of transportation fuels that have lower carbon emissions. Revenue from the sales will be used in alignment with King County Comprehensive Plan policy guidance to support efforts to reduce greenhouse gas emissions.

10. Under K.C.C. 4.56.250, sales of rights, title, or interests in emissions credits, offsets, or allowances or renewable energy certificates, credits, benefits, environmental air quality credits, and any similar rights, title, or interests held by the county are exempt from the real and personal property requirements of K.C.C chapter 4.56 when unique circumstances are present. Such sales may be made in the best interests of the public to a person or entity through a direct agreement negotiated by the executive and authorized by the council.

11. Unique circumstances are present for the agreement because the market for environmental attributes is highly specialized and is subject to market variability that requires prompt action. The nature of those rights

is unique in that they do not lend themselves to a sale to the highest responsible bidder at public auction or by sealed bid.

12. In recognition of the subsections 1 through 11 of this statement of facts, the executive office of climate has selected an environmental services aggregator that can support the tracking and reporting of low carbon fuels in the county's fleets to generate credits from Ecology and manage the sale of credits to regulated producers.

13. In 2022, Sound Transit issued a public request for proposals for a third-party vendor to sell credits generated under the clean fuel standard. Sound Transit received four proposals and selected Energy Mission Control, Inc. dba FuSE, ("e-Mission Control") as the most advantageous proposer. Sound Transit contracted with e-Mission Control in 2023.

14. K.C.C. 4.56.250 authorizes the county to negotiate directly with a person or entity under the circumstances referenced in subsection 10 of this statement of facts.

15. After reviewing the Sound Transit contract with e-Mission Control, after discussing the search for a qualified buyer and the ultimate selection of e-Mission Control with Sound Transit, and after performing its own due diligence, the county has determined that contracting with e-Mission Control is in the best interests of the public.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. **Findings:** The King County council finds that unique circumstances make the sale of environmental attributes in the best interests of the public.

SECTION 2. The King County executive is hereby authorized to execute a base contract for clean fuel standard credit aggregator services with Energy Mission Control, Inc. dba FuSE, substantially in the form of Attachment A to this ordinance.

SECTION 3. Revenue from the sale of environmental attributes under section 2 of this ordinance shall be allocated to each participating county department based on the volume of credits a given department generated. The revenue shall be used by county

departments to further the goals outlined in the King County Strategic Climate Action Plan, unless otherwise restricted by the King County Comprehensive Plan.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

Girmay Zahilay, Chair

ATTEST:

_____

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Shannon Braddock, County Executive

Attachments: A. FuSE-King County Agreement

CLEAN FUEL STANDARD CREDIT AGGREGATOR SERVICES AGREEMENT

This contract (“Contract”) is made between King County, through its Executive Climate Office (the “Seller”), and Energy Mission Control, Inc. dba FuSE (the "Consultant," and collectively, the “Parties”)), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

i. TERM

All goods or services to be provided pursuant to the authority of this Contract shall be bound by the terms, conditions, prices, and discounts as set forth herein until the completion of the performance, notwithstanding the expiration of the initial term of this Contract or any extension thereof.

The initial term of this Contract will be three years effective from the date of full Contract execution, subject to the Termination provisions of . At King County’s sole discretion, the Contract may be renewed for two (2) options for additional one-year periods.

ii. SCOPE OF WORK

The Scope of Work is attached hereto as Exhibit A. Consultant shall perform work and/or sell products only as permitted within the Contract scope and shall not accept orders or provide services not within the Contract scope as it relates to this Contract.

iii. EXTRA WORK

The Seller may request additional work or services other than that expressly provided for in the "Scope of Work" section of this Contract (Exhibit A). This will be considered extra work, supplemental to this Contract, and shall not proceed unless authorized by a written modification. Any costs incurred due to the performance of extra work prior to the execution of a written modification will not be reimbursed.

iv. ERRORS AND OMISSIONS; DUTY TO CORRECT

The Consultant is responsible for the professional quality of all services rendered under this Contract. The Consultant, without additional compensation, will correct any errors or omissions immediately upon notice by the Seller. This obligation will survive the termination and expiration of this Contract.

v. REVENUE SHARE PERCENTAGE COMPENSATION

Total compensation for this Contract is 4% of total revenues resulting from Clean Fuel Standard (CFS) credits sold, based on the protocol as detailed in section 1.3.5 of the Scope of Work. The Seller is not liable for any compensation to the Consultant in excess of this amount unless otherwise approved and agreed in writing by the Seller.

The revenue share percentage indicated above will remain constant throughout the term of the Contract – no escalation will apply regardless of market conditions.

vi. NOTICE

Notices shall be transmitted electronically to:

King County: Executive Climate Office	Consultant: Energy Mission Control, Inc. dba FuSE
Attn: Marissa Aho, Director	Attn: Todd Trauman, CEO
Email: maaho@kingcounty.gov	Email: todd@usefuse.com

Notices will be effective upon the earlier of (i) acknowledgment of receipt by the individual identified above or (ii) the next business day after emailing to the address above.

vii. CONSULTANT EMPLOYEES

The Consultant will ensure that the employees assigned to this Contract are properly licensed, trained, and/or skilled. The Consultant must replace any employee who, in the reasonable opinion of the Seller, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. All Consultant staff members and sub-consultants working on this Contract are required to comply with applicable King County resolutions and policies.

viii. DIVERSITY PROGRAM REQUIREMENTS AND NONDISCRIMINATION

1. The Seller is committed to a policy of providing fair and representative employment and business

opportunities for minorities and women in the procurement of non-professional and professional services, consistent with King County's policies, procedures, and guiding principles for employment and contracting.

2. The Consultant shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination, equal employment, and affirmative action, including but not limited to the Washington State "law against discrimination," Chapter 49.60 RCW. In addition, King County Code Chapters 12.16 through 12.19 apply to this Agreement and are incorporated by this reference as though fully set forth herein.

3. The Consultant shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity or expression, ancestry, age (except minimum age and retirement provisions and unless based upon a bona fide occupational qualification), religious affiliation, or the presence of any sensory, mental, or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Contract and shall afford equal, non-discriminatory opportunities to potential joint venture partners, sub-consultants, subcontractors, and suppliers.

4. The Consultant shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Contract. The Consultant shall prepare and maintain records of employment, employment advertisements, application forms, and other pertinent data and records to demonstrate compliance with its EEO obligations under this Contract. The Consultant shall permit reasonable access by the Seller to such records. The Consultant shall provide periodic reports concerning its efforts related to EEO when such reports are requested by the Seller.

ix. PROHIBITED INTERESTS

No member, officer, or employee of the Consultant or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, may have any interest, direct or indirect, in this Contract or the proceeds thereof, unless such interest has been disclosed in writing to the Seller and the Seller has determined that no prohibited conflicts of interest or ethical violations inherent in the circumstances exist.

x. INSURANCE REQUIREMENT

1. Description

a. Except as otherwise specified, the Consultant, shall at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set below.

b. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.

c. By requiring such minimum insurance, the Seller shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

d. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of the Consultant, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by the Seller shall not be limited to the amount of the required insurance coverage.

e. Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for professional liability (errors and omissions) and/or cyber liability (technology errors and omissions). Professional liability (errors and omissions) and cyber liability (technology errors and omissions) required by this Contract is acceptable on a "claims made" basis/form.

f. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Work which is subject of this Contract or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Contract, unless otherwise approved in writing by the Seller's Office of Risk Management Services.

2. Insurance Coverages

a. Commercial General Liability: Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer's Liability coverage, utilizing insurers and coverage forms acceptable to the Seller, with limits of at least $2,000,000 per occurrence and $2,000,000 general aggregate, with $2,000,000 products and completed operations coverage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall

include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability.

b. Workers Compensation: The Consultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant will be responsible for Workers' Compensation insurance for any sub-consultant who provides work under subcontract. If the Consultant is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Seller by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

c. Professional Liability: This Contract includes “professional services”. The Consultant shall maintain the appropriate Professional Liability insurance, with limits of liability of at least $2,000,000 per claim, for damages sustained by reason of or in the course of operations under this Contract, whether occurring by reason of acts failing to meet the standard of care required by this Contract, negligent acts, errors, or omissions of the Consultant.

d. Cyber Liability (Technology Errors and Omissions): Coverage at a minimum limit of $1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

e. FuSE agrees to obtain Fidelity, Theft, Disappearance & Destruction Liability / Employee Dishonesty coverage, including ISO forms CR 20 15 10/10 (Joint Loss Payable) and CR 20 17 10/10 (Provide Required Notice of Cancellation to Another Entity), with a minimum limit of $200,000 per occurrence, within thirty (30) days of contract execution.

f. Other Insurance: Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the Scope of Work evaluated by the Seller. The costs of which shall be borne by contracting parties as mutually agreed.

3. Evidence and Cancellation of Insurance

a. Prior to execution of the Contract, the Consultant shall furnish the Seller certificates of insurance and endorsements certifying the issuance of all insurance required by this Contract. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, contract or RFP number, shall specify the form number of any endorsements issued to satisfy this Contract’s insurance requirements, and shall state that the Seller shall receive notice at least thirty (30) Days prior to the effective date of any cancellation, lapse or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date. All insurance renewal certificates shall be sent pursuant to Section F above.

b. In the event of a loss, the Seller reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Consultant shall deliver such polices to the Seller within five (5) days of Seller’s request.

c. Failure to provide such insurance in a timeframe acceptable to the County shall enable the Seller to suspend or terminate the Consultant’s Work hereunder in accordance with Contract provision regarding “Termination for Convenience/Default/Non-appropriation.”

d. The Seller’s receipt or acceptance of Consultant or any subcontractor’s evidence of insurance at any time without comment or objection, or Seller’s failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute Seller’s acceptance of the adequacy of Consultant’s or any subcontractor’s insurance or preclude or prevent any action by Seller against Consultant for breach of the requirements of this Section.

4. Other Insurance Provisions and Requirements

a. All insurance policies purchased and maintained by Consultant and any subcontrator required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except professional liability (errors and omissions), cyber liability (technology errors and omissions, and workers compensation:

i. King County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Consultant, its agents, representatives, employees, contractor(s), or subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The Seller requires a copy of the additional insured endorsement(s) to complete the Contract.

With respect to all liability policies (except workers compensation):

i. Coverage shall be primary insurance as respects the Seller, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the Seller, its officials, employees or agents shall not contribute with any Consultant's or subcontractor's insurance or benefit the Consultant or any subcontractor, or their respective insurers in any way.

ii. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

5. Deductibles/Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not in any way limit Seller's right to coverage under the required insurance, or to Consultant's or any Subcontractor's liability to the Seller, and shall in all instances be the sole responsibility of Consultant and any Subcontractor, even if no claim has actually been made or asserted against Consultant or Subcontractor.

6. Acceptability of Insurers

Unless otherwise approved by the Seller, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

Professional Liability (errors and omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

If at any time any of the foregoing policies fail to meet the above stated requirements, Consultant shall promptly obtain a new policy, and shall submit the same to the Seller, with the appropriate certificates and endorsements, for review.

7. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or, alternatively, the Consultant must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the subcontractor's liabilities given the subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any subcontractor must comply with the specified requirements of Section J, including the requirement that all liability insurance policies (except professional liability and workers compensation) provided by the subcontractor(s) must include King County, its officials, agents and employees as additional insured for full coverage and policy limits. Consultant is obligated to require and verify that each subcontractor maintains the required insurance and ensure Seller is included as additional insured. Upon request by the Seller, and within five (5) business days, Consultant must provide evidence of each subcontractor(s) insurance coverage, including endorsements.

8. General Provisions

a. Certificates and Policies: Prior to the commencement of the Scope of Work for this Contract, upon request, the Consultant shall provide the Seller with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting the Seller's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). The Consultant will provide 30 calendar days advance written notice to the Seller in the event the Consultant's insurance policies are canceled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, the Seller may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Consultant from insurance obligations hereunder.

b. Taking into account the scope of work and services to be performed by a subcontractor and/or sub-consultant, the Consultant shall prudently determine whether, and in what amounts, each subcontractor and/or sub-consultant shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors and/or sub-consultants shall, where appropriate and/or applicable, name the

Seller as an additional insured.

c. Consultant's insurance for General Liability, Automobile Liability, and Railroad Protective Liability (if applicable) shall be primary with respect to the Seller, and any other insurance maintained by the Seller shall be excess and not contributing insurance with the Consultant's insurance.

d. The Consultant and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against the Seller. The Consultant and its insurers also waive their right of subrogation against the Seller for loss of their owned or leased property or property under their care, custody, and control.

e. The Consultant shall provide the Seller with a Certificate of Insurance and endorsements to comply with the insurance requirements in this Contract, including, but not limited to, the Additional Insured Endorsement(s) required, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement, and any other endorsements.

f. No provision in this Section shall be construed to limit the liability of the Consultant for work not performed in accordance with the Contract, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

g. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by King County.

9. Claims Management

The Consultant agrees to the following claims management terms and conditions. The Consultant further agrees to include the following terms and conditions in its contract(s) with its subcontractors.

a. The Consultant, after the full execution of this Contract and upon request, shall provide the contact information of the individual(s) employed by the Consultant who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between the King County Office of Risk Management and the Consultant and its Subcontractors. If the individual(s) change, the Consultant shall notify the King County Risk Management Division of the replacement.

b. The Consultant shall provide written notice of any claim made arising out of the Scope of Work to the Seller.

c. If King County receives a claim from a third party related to the Scope of Work, the Seller will tender such claim to the Consultant through the established claim management process for handling and resolution. Upon receipt of a third-party claim from the Seller, the Consultant shall acknowledge in writing to the Seller that:

i. The Consultant received and accepted the Seller's claim tender,

ii. The Consultant shall notify its Commercial General Liability insurance company and any other applicable insurance company (ies) of the claim as per the Seller's insurance requirements that it is named as Additional Insured, under the Commercial General Liability policy and as stipulated in the Contract between the Seller and the Consultant.

iii. The Consultant shall provide the Seller with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies).

iv. The Consultant and its insurance company(ies) shall indemnify and defend the Seller, as an Additional Insured, against any/all claims related to the project.

v. The Consultant's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage determination, an objective disposition, and claim resolution for either denial or settlement.

vi. The Consultant shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgments, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

d. The Consultant shall provide the Seller quarterly status reports on all open and closed claims related to the project that implicates the Seller The report shall include the assigned adjusters, policy numbers, claim numbers, and at least the following:

i. A description of the claim handling activities during the quarter,

ii. Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),

iii. A description of the next steps in the claims adjusting process,

iv. A description of the disposition and resolution of any claim, and

v. Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

The Consultant shall notify the Seller of their final resolution, or the applicable insurance company's(ies') final resolution, of any/all claims related to the project, which King County Office of Risk Management can review and document as a formal notification from the Consultant, or its insurance company(ies) that the claims have been fully dispositioned and closed.

xi. TERMINATION

1. Termination for Default

The Seller may terminate this Contract, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this Contract through no fault of the Seller. Insofar as practicable, the Consultant will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with the Seller before termination. An opportunity for consultation shall not mean the Consultant can prohibit the Seller's termination of the contract.

2. Termination for Convenience

The Seller may terminate this contract in writing, in whole or in part, for its convenience and/or lack of appropriations.

If the Seller terminates for convenience, the Seller will pay an amount for services satisfactorily performed to the date of termination, pursuant to Section E of this Contract.

xii. INDEMNIFICATION AND HOLD HARMLESS

1. The Consultant must comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this Contract.

2. Consultant and its sub-consultants, employees, agents, and representatives will be independent consultants and will not be deemed or construed to be employees or agents of the Seller.

3. To the maximum extent permitted by law or the provisions of this section, the Consultant agrees to release, indemnify, defend (with counsel acceptable to the Seller), and save harmless the Seller, its successors and assigns, and its and their shareholders, officers, officials, directors, contractors, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys' fees, expert witnesses' fees, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Consultant's performance of this contract or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this contract are caused by or result from the concurrent negligence of the Consultant or its subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its subconsultants, agents or employees.

THE CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONSULTANT BY THE SELLER, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEE(S) DIRECTLY AGAINST CONSULTANT.

4. In the event of litigation between the Parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.

5. The foregoing indemnities and duties to defend shall survive the termination of this Contract and final payment hereunder.

6. The Consultant may not assign any interest, obligation, or benefit in this Contract or transfer any interest in the same without prior written consent by the Seller.

xiii. INTELLECTUAL PROPERTY AND WORK PRODUCT

1. All work (preliminary, draft, and final) performed by the Consultant under this Contract is the property of the Seller. The Seller will own any and all data, documents, working papers, photographs, and other material produced by the Consultant pursuant to this Contract, and the Consultant hereby assigns and transfers to the Seller any and all intellectual property rights for such materials. Upon request, the Consultant will provide the Seller with copies of all such materials including, without limitation, any research memoranda prepared under this contract.

2. The Consultant must indemnify, pay the defense costs of, and hold the Seller harmless from any and all claims, demands, costs, liabilities, losses, expenses, and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this Contract that sounds in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).

3. This Section will survive any expiration or termination of this Contract.

xiv. AUDIT AND ACCESS TO RECORDS

For a period of six years following the final payment by the Seller to the Consultant under this Contract, the Consultant must maintain all books, records, documents, and other evidence related to the performance of the services under this contract. The Seller and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during the Consultant's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

xv. RECYCLED PRODUCTS

To the extent practicable, the Consultant will provide a competitive preference for recycled products to be used in performing the services pursuant to the U.S. EPA Guidelines at 40 CFR Parts 247-253. Where practical, the Consultant will use both sides of paper sheets and recycled/recyclable products.

xvi. PRIVACY ACT

To the extent it applies, the Consultant and its sub-consultants, or their employees must comply with the Privacy Act of 1974, 5 USC § 552a.

If the Scope of Work involves the operation of a system of records on individuals to accomplish a government function, the Seller and any consultants, third-party consultants, sub-consultants, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract will render this Contract subject to termination.

The Consultant agrees to include this clause in all subcontracts awarded under this Contract that require the design, development, or operation of a system of records on individuals subject to the Act.

xvii. CHANGES IN GOVERNMENTAL REGULATIONS

1. In the event local, state, or federal laws or regulations that were not announced or enacted at the time of submittal of Proposals, and such laws or regulations make standards more stringent or compliance more costly under this contract, the Consultant must notify the Seller in writing of such changes and their effects on the pricing or delivery schedule promptly after the Consultant first became aware of the changes and prior to incurring any such expenses.

2. The Seller will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Paragraph B, Scope of Work.

3. The Consultant shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of Contract award, even though such law or regulation did not take effect or become operative until some date after the Contract award.

4. The Consultant must, immediately upon becoming aware of any such imposition or change of requirement, provide the Seller with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of Contract award so as to make the Consultant's performance less expensive, or less difficult, then the Seller will have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. The Seller will give the Consultant notice of the Seller's determination, and anticipated savings.

xviii. FORCE MAJEURE

The Consultant will not be responsible for delays in delivery of the Work due to a force majeure event, provided the Consultant notifies the Project Manager immediately and in writing, of such pending or actual delay. A "force majeure event means an event that is unforeseeable at the time of Contract execution, and that is beyond the reasonable control of the Consultant, and is limited to: (1) A natural disaster declared by the Governor of Washington or President of the United States, or declared an emergency by the King County Executive including, but not limited to, earthquakes; (2) Acts or omissions of any government entity acting within its governmental capacity; (3) Fire and/or flood for which the Consultant or its subcontractors are not responsible; (4) Quarantine, epidemic, or pandemic; (5) Strike or defensive lockout; and, (6) Unusually severe weather conditions.

xix. COOPERATIVE PURCHASING

Pursuant to the Washington State Interlocal Cooperative Act RCW 39.34.080, other governmental agencies contracting with the Seller may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein.

xx. DISCLOSURE OF RECORDS

The Consultant acknowledges that the Seller is subject to Chapter 42.56 RCW and that this Contract and materials provided hereunder shall be public records, as defined in Chapter 42.56 RCW, and with limited exceptions will be available for inspection and copying by the public. The Consultant must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Consultant must provide the legal basis for the exemption to the Seller upon request. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the Seller will determine whether the material should be made available under the law. If the Seller determines that the material is not exempt and may be disclosed, the Seller will notify the Consultant of the request and allow the Consultant 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Consultant fails or neglects to take such action within the said period, the Seller may release the portions of the material deemed subject to disclosure. To the extent that the Seller withholds from disclosure all or any portion of Consultant's documents at Consultant's request, Consultant shall indemnify, defend, and hold harmless the Seller from all damages, penalties, attorneys' fees, and costs the Seller incurs related to withholding information from public disclosure. Consultant consents to the procedure outlined in this paragraph and shall have no claim against the Seller by reason of actions taken under this procedure.

xxi. DATA SECURITY AND CONFIDENTIALITY

1. STANDARD OF CARE

a. The Consultant acknowledges and agrees that, in the course of its engagement by the Seller, the Consultant may receive or have access to the Seller Information. The Consultant shall comply with the terms and conditions set forth in this Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such the Seller Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of the Seller Information under its control or in its possession by all Authorized Employees/Authorized Persons.

i. The Consultant shall be responsible for, and remain liable to, the Seller for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of the Seller Information as if they were the Consultant's own actions and omissions.

ii. Personal Information is deemed to be Confidential Information of the Seller and is not Confidential Information of the Consultant. In the event of a conflict or inconsistency between this Section and the confidentiality/compliance with laws sections of this Contract, the terms and conditions set forth in this Section shall govern and control.

b. In recognition of the foregoing, the Consultant agrees and covenants that it shall:

i. keep and maintain all the Seller Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

ii. not create, collect, receive, access, or use the Seller Information in violation of law;

iii. use and disclose the Seller Information solely and exclusively for the purposes for which the The Seller Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available to the Seller information for the Conthe Seller's prior written consent; and

iv. not, directly or indirectly, disclose the Seller Information to any person other than its Authorized Employees/Authorized Persons, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from the Seller unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, the Consultant shall (i) use best efforts to notify the Seller before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to the Seller for the actions and omissions of such Unauthorized Third Party concerning the treatment of such the Seller Information as if they were the Consultant's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to the Seller Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of the Seller Information.

2. OVERSIGHT OF SECURITY COMPLIANCE

a. Upon the Seller's written request, the Consultant shall promptly and accurately complete The Seller Vendor Risk Assessment (VRA) regarding the Consultant's business practices and information technology environment in relation to the Seller and its employees' data being handled and/or services being provided by the Consultant to the Seller pursuant to this Contract. The Consultant shall fully cooperate with such inquiries. the Seller shall treat the information provided by the Consultant in the security questionnaire as the Consultant's Confidential Information. In the event, that material security deficiencies are identified as a result of the VRA, the Consultant may be required to remedy identified deficiencies.

b. Upon the Seller's written request, to confirm Consultant's compliance with this Contract, as well as any applicable laws, regulations, and industry standards, Consultant grants the Seller or, upon the Seller's election, a third party on the Seller's behalf, permission to perform an assessment, audit, examination, or review of all controls in Consultant's physical and/or technical environment in relation to all Confidential Information being handled and/or services being provided to the Seller pursuant to this Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Confidential Information for the Seller pursuant to this Contract. In addition, upon the Seller written request, Consultant shall provide the Seller with the results of any audit by or on behalf of Consultant performed that assesses the effectiveness of Consultant's information security program as relevant to the security and confidentiality of Confidential Information shared during the course of this Contract.

c. Additionally, upon the Seller's written request, the Consultant shall make available to the Seller for review all of the following, as applicable: the Consultant's WebTrust, Systrust, and Statement on Standards for Attestation Engagements (SSAE) No. 18 audit reports for Reporting on Controls at a Service Organization and any reports relating to its ISO/ICE 27001 certification. the Seller shall treat such audit reports as the Consultant's Confidential Information under this Contract. Any exceptions noted on the SSAE report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by the Consultant's management.

3. DEFINITIONS: Capitalized terms used herein shall have the meanings set forth in this Section.

a. "Authorized Employees" means the Consultant's employees who have a need to know or otherwise access the Seller Information to enable the Consultant to perform its obligations under this Contract.

b. "Authorized Persons" means (i) Authorized Employees; and (ii) the Consultant's contractors, agents, outsourcers, and auditors who have a need to know or otherwise access the Seller Information to enable the Consultant to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect the Seller Information in accordance with the terms and conditions of this Contract.

c. "Confidential Information" means information or data intended to be held in confidence or kept in secret, it includes any data classified by the Seller as Restricted or Sensitive.

d. "Highly-Sensitive Personal Information" means (i) an individual's government-issued identification number (including social security number, driver's license number, state-issued identified number, or passport number);

(ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account.

e. "Personal Information" means information provided to the Consultant by or at the direction of the Seller, or to which access was provided to the Consultant by or at the direction of the Seller, in the course of the Consultant's performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly- Sensitive Personal Information. The Seller's business contact information is not by itself deemed to be Personal Information.

f. " The Seller Information" means the information provided to the Consultant by or at the direction of the Seller, or to which access was provided to the Consultant by or at the direction of the Seller, in the course of the Consultant's performance under this Contract that includes any discreet or combination of the following: (i) Confidential Information; (ii) Highly-Sensitive Personal Information; (iii) Personal Information; and/or (iv) any information specifically created for the Seller or provided by the Seller that requires limited access or security safeguards.

g. "Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Sensitive Information or the physical, technical, administrative, or organizational safeguards put in place by the Consultant (or any Authorized Persons), or by the Seller should Consultant have access to the Seller's systems, that relate to the protection of the security, confidentiality, or integrity of Sensitive Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of Consultant (or any Authorized Persons) or a breach or alleged breach of this Contract relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Sensitive Information.

xxii. RIGHT TO BARGAIN

The Consultant will respect the right of employees to bargain collectively. The Consultant will also commit to remain neutral in labor organizing drives.

X. MISCELLANEOUS PROVISIONS

1. Modifications: Modification of this Contract must be in writing and signed by both parties.

2. Remedies Cumulative: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

3. Severability: If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract will not be affected thereby, and each term and provision of this Contract will be valid and enforceable to the fullest extent permitted by law.

4. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

5. Entire Contract: This document, along with any exhibits and attachments, constitutes the entire Contract between the parties with respect to the Scope of Work.

6. Negotiated Contract: The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

7. Governing Law/Venue: The laws of the State of Washington shall govern the interpretation of this Contract or any disputes arising out of it, and the jurisdiction and venue of any action relating hereto shall be in the Superior Court for King County, Washington.

8. The person signing this Contract is authorized to sign this Contract on behalf of the Consultant.

In consideration of the terms and conditions contained herein, the Parties have executed this contract by signing below.

Consultant	Energy Mission Control, Inc. dba FuSE
Signature	
Name	
Title	

King County	
Signature	
Name	
Title	
Date	
Approved as to Form:	
Signature	
Name	
Title	

EXHIBIT A
SCOPE OF WORK

1 SCOPE OF WORK

The Consultant shall provide all the labor/personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform items to ensure successful reporting and sale of Clean Fuel Standard (CFS) credits. The Consultant shall accomplish the performance objectives and general product requirements as listed below.

1.1 PERFORMANCE OBJECTIVES

1.1.1 Baseline Evaluation

Under Washington State's Clean Fuel Standard, to be administered by the Washington Department of Ecology, King County (the "Seller") has several means of generating CFS credits. The Consultant will work with the Seller to identify relevant sources of data for ongoing documentation and reporting to the Washington Department of Ecology for credit generation purposes. The Consultant will additionally identify any data deficiencies that must be remedied in order to satisfy CFS reporting requirements.

1.1.2 Fuel Pathways

The Consultant will provide guidance on fuel pathway issues and ensure that the Seller takes advantage of its low carbon-intensity electricity to maximize credit generation.

1.1.3 Ongoing Reporting Requirements

- The Consultant will be expected to manage quarterly and annual reporting of credit-generating activity to the Department of Ecology, as mandated under the Washington Clean Fuel Standard adopted rule. The Seller and the Consultant will work together to ensure quarterly data is entered into the Ecology database system at least three (3) calendar days before the quarterly Department of Ecology deadlines (Exhibit B).
- The Consultant will also be expected to provide the Seller with quarterly written reports and an annual summary report. The Seller will work with the Consultant to finalize agency reporting requirements and ensure that any reporting adequately documents credit-generating activity to be prepared in case of a potential audit. Required quarterly reporting will include, but is not limited to:
    - Credit generation and sales data, including any relevant information on sales strategy
    - Detailed quarterly and annual revenue reports
    - Updates regarding any changes to reporting requirements, reporting infrastructure, or changes in the credit marketplace
    - Any state or national policy changes that may impact the credit marketplace
- In addition to quarterly written reports, the Consultant will make themselves available to meet with the Seller's staff quarterly to review relevant reports.

1.1.4 Registration and Auditing

Upon execution of the Contract, the Consultant shall audit, validate, and update data regarding existing fuel supply equipment currently registered with the Department of Ecology. In addition, on an ongoing basis and as needed, the Consultant shall audit and validate newly online fuel supply equipment for purposes of registering said fuel supply equipment. The Seller will ensure appropriate points of contacts coordinate with the Consultant to schedule site visits as needed. The Consultant shall maintain an updated master fuel supply equipment list for the Seller.

1.1.5 Credit Sales and Market Interactions

The Consultant will manage credit sales and all necessary interactions with the Washington CFS marketplace. The Consultant will register an account for the Seller in the online CFS marketplace. The Consultant will manage interactions with credit purchasers and seek to maximize credit revenue. The Consultant will provide transparency to the Seller regarding credit generation and sales data with information on who credits were sold to as part of quarterly reporting The Consultant will additionally provide transparency to the Seller around credit generation strategies and receive approval from the Seller for that credit generation strategy. This strategy shall be submitted to the Seller for approval within thirty (30) days of full Contract execution and on an annual basis thereafter. The Seller retains the discretion to approve or reject credit sales strategies.

The Consultant will transfer credit sales revenue, minus its commission, to the Seller on a quarterly basis. The net revenue will be transferred via a medium (e.g. wire transfer, check) of the Seller's choosing.

1.1.6 Program Developments

The Department of Ecology's Clean Fuel Standard rule (Chapter 173-424 WAC) went into effect January 1, 2023. The Consultant shall stay apprised of program developments and adapt to dynamic conditions surrounding reporting requirements, reporting infrastructure, the credit marketplace, etc. The Consultant will meet periodically with the Seller to discuss relevant programmatic developments.

The Consultant will ensure the ability to use this contract to participate in new markets for the sale of credits, such as RINs or other more complex financial products that may be available now or in the future.

1.1.7 Institutional Knowledge Retention

During the course of the Contract, the Consultant will provide instruction to the Seller staff on key processes and practices pertaining to CFS marketplace participation. The Seller's staff turnover may necessitate the training of additional staff.

In the event that the Seller elects not to renew the service agreement at the completion of its term, the Consultant will transfer all relevant information and materials (e.g., logins, passwords, process documents, etc.) to the Seller to maintain continuity of agency participation in the Clean Fuel Standard program.

1.2 OTHER PERFORMANCE REQUIREMENTS

1.2.1 The Seller's Responsibilities

The Seller will provide all necessary information about agency operations to establish a reporting baseline. The Seller's staff will provide transportation fueling data to the Consultant in a timely manner, agreed upon by the Seller and the Consultant, to facilitate effective CFS reporting.

1.2.2 Schedule

An implementation schedule will be established following the awarding of the Contract. However, the Consultant will ideally be able to provide services on a timeline that allows the Seller to capture revenue from all credit generation opportunities that have occurred to date as of the date of full Contract execution.

EXHIBIT B

Washington Department of Ecology Clean Fuel Standard Reporting and Incentive Payment Timelines

1. REPORTING AND INCENTIVE PAYMENT TIMELINES

Program participants are expected to report all fuel transactions each quarter. Refer to the Washington State

Department of Ecology website for the current reporting schedule. Anticipated timing for reporting and issuance of incentive payments each quarter is provided below.

Existing Accounts

Reporting Quarter	Fleet Data Submission Deadline	Quarterly Report Submission Deadline	Incentive Payments Issued
Quarter 1	April 30	June 30	By July 31
Quarter 2	July 30	September 30	By October 31
Quarter 3	October 30	December 31	By January 31
Quarter 4	January 30	March 31	By April 31

New Accounts

Reporting Quarter	Fleet Data Submission Deadline	Quarterly Report Submission Deadline	Incentive Payments Issued
Quarter 1	March 31	June 30	By July 31
Quarter 2	June 30	September 30	By October 31
Quarter 3	September 30	December 31	By January 31
Quarter 4	December 31	March 31	By April 31

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October 6, 2025
Technical Changes to
Agreement

Sponsor: Quinn

J.Giambattista]

Proposed No.: 2025-0214

AMENDMENT TO PROPOSED ORDINANCE 2025-0214, VERSION 1

On page 5, beginning on line 91, after "A" insert "dated October 6, 2025"

Stike Attachment A, Clean Fuel Standard Credit Aggregator Services Agreement and insert Attachment A, Clean Fuel Standard Credit Aggregator Services Agreement dated October 6, 2025

EFFECT prepared by *Jenny Giambattista*: *Replaces the transmitted agreement with an updated version reflecting technical corrections.*

CLEAN FUEL STANDARD CREDIT AGGREGATOR SERVICES AGREEMENT

This contract (“Contract”) is made between King County, through its Executive Climate Office (the “Seller”), and Energy Mission Control, Inc. dba FuSE (the "Consultant," and collectively, the “Parties”), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

I. TERM

All goods or services to be provided pursuant to the authority of this Contract shall be bound by the terms, conditions, prices, and discounts as set forth herein until the completion of the performance, notwithstanding the expiration of the initial term of this Contract or any extension thereof.

The initial term of this Contract will be three years effective from the date of full Contract execution, subject to the Termination provisions of Section XI, below. At King County’s sole discretion, the Contract may be renewed for two (2) options for additional one-year periods.

II. SCOPE OF WORK

The Consultant shall provide all the labor/personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to ensure successful reporting and sale of Clean Fuel Standard (CFS) credits (the “Scope of Work”). The Scope of Work is more thoroughly discussed and set forth by way of Exhibit A. Consultant shall perform work and/or sell products only as permitted within the Contract scope and shall not accept orders or provide services not within the Contract scope as it relates to this Contract.

Reporting of CFS transactions, and anticipated timing for such reporting and issuance of incentive payments each quarter, is set forth in Exhibit B.

III. EXTRA WORK

The Seller may request additional work or services other than that expressly provided for in the "Scope of Work" section of this Contract (Exhibit A). This will be considered extra work, supplemental to this Contract, and shall not proceed unless authorized by a written modification. Any costs incurred due to the performance of extra work prior to the execution of a written modification will not be reimbursed.

IV. ERRORS AND OMISSIONS; DUTY TO CORRECT

The Consultant is responsible for the professional quality of all services rendered under this Contract. The Consultant, without additional compensation, will correct any errors or omissions immediately upon notice by the Seller. This obligation will survive the termination and expiration of this Contract.

V. REVENUE SHARE PERCENTAGE COMPENSATION

Total compensation for this Contract is 4% of total revenues resulting from Clean Fuel Standard (CFS) credits sold, based on the protocol as detailed in section 1.1.5 of the Scope of Work. The Seller is not liable for any compensation to the Consultant in excess of this amount unless otherwise approved and agreed in writing by the Seller.

The revenue share percentage indicated above will remain constant throughout the term of the Contract – no escalation will apply regardless of market conditions.

VI. NOTICE

Notices shall be transmitted electronically to:

King County: Executive Climate Office	Consultant: Energy Mission Control, Inc. dba FuSE
Attn: Carrie Lee, Project Manager	Attn: Todd Trauman, CEO
Email: maaho@kingcounty.gov	Email: todd@usefuse.com

Notices will be effective upon the earlier of (i) acknowledgment of receipt by the individual identified above or (ii) the next business day after emailing to the address above.

VII. CONSULTANT EMPLOYEES

The Consultant will ensure that the employees assigned to this Contract are properly licensed, trained, and/or skilled. The Consultant must replace any employee who, in the reasonable opinion of the Seller, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. All Consultant staff members and sub-consultants working on this Contract are required to comply with applicable King County resolutions and policies.

VIII. DIVERSITY PROGRAM REQUIREMENTS AND NONDISCRIMINATION

A. The Seller is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with King County's policies, procedures, and guiding principles for employment and contracting.

B. The Consultant shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination, equal employment, and affirmative action, including but not limited to the Washington State "law against discrimination," Chapter 49.60 RCW. In addition, King County Code Chapters 12.16 through 12.19, and King County Charter, section 840, apply to this Contract and are incorporated by this reference as though fully set forth herein.

C. The Consultant shall not, on the basis of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or the presence of any sensory, mental, or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Contract and shall afford equal, non-discriminatory opportunities to potential joint venture partners, sub-consultants, subcontractors, and suppliers.

D. The Consultant shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Contract. The Consultant shall prepare and maintain records of employment, employment advertisements, application forms, and other pertinent data and records to demonstrate compliance with its EEO obligations under this Contract. The Consultant shall permit reasonable access by the Seller to such records. The Consultant shall provide periodic reports concerning its efforts related to EEO when such reports are requested by the Seller.

IX. PROHIBITED INTERESTS

No member, officer, or employee of the Consultant or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, may have any interest, direct or indirect, in this Contract or the proceeds thereof, unless such interest has been disclosed in writing to the Seller and the Seller has determined that no prohibited conflicts of interest or ethical violations inherent in the circumstances exist.

X. INSURANCE REQUIREMENT

A. Description

a. Except as otherwise specified, the Consultant, shall at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set below.

b. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.

c. By requiring such minimum insurance, the Seller shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

d. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of the Consultant, including without limitation, liability under the indemnity provisions of this

Contract. Damages recoverable by the Seller shall not be limited to the amount of the required insurance coverage.

e. Each insurance policy shall be written on an “occurrence” basis/form; excepting insurance for professional liability (errors and omissions) and/or cyber liability (technology errors and omissions). Professional liability (errors and omissions) and cyber liability (technology errors and omissions) required by this Contract is acceptable on a “claims made” basis/form.

f. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Work which is subject of this Contract or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. All insurance written on a “claims made” basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Contract, unless otherwise approved in writing by the Seller’s Office of Risk Management Services.

B. Insurance Coverages

a. Commercial General Liability: Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer’s Liability coverage, utilizing insurers and coverage forms acceptable to the Seller, with limits of at least $2,000,000 per occurrence and $2,000,000 general aggregate, with $2,000,000 products and completed operations coverage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability.

b. Workers Compensation: The Consultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant will be responsible for Workers' Compensation insurance for any sub-consultant who provides work under subcontract. If the Consultant is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Seller by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

c. Professional Liability: This Contract includes “professional services”. The Consultant shall maintain the appropriate Professional Liability insurance, with limits of liability of at least $2,000,000 per claim, for damages sustained by reason of or in the course of operations under this Contract, whether occurring by reason of acts failing to meet the standard of care required by this Contract, negligent acts, errors, or omissions of the Consultant.

d. Cyber Liability (Technology Errors and Omissions): Coverage at a minimum limit of $1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

e. FuSE agrees to obtain Fidelity, Theft, Disappearance & Destruction Liability / Employee Dishonesty coverage, including ISO forms CR 20 15 10/10 (Joint Loss Payable) and CR 20 17 10/10 (Provide Required Notice of Cancellation to Another Entity), with a minimum limit of $200,000 per occurrence, within thirty (30) days of contract execution.

f. Other Insurance: Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the Scope of Work evaluated by the Seller. The costs of which shall be borne by contracting parties as mutually agreed.

C. Evidence and Cancellation of Insurance

a. Prior to execution of the Contract, the Consultant shall furnish the Seller certificates of insurance and endorsements certifying the issuance of all insurance required by this Contract. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, contract or RFP number, shall specify the form number of any endorsements issued to satisfy this Contract's insurance requirements, and shall state that the Seller shall receive notice at least thirty (30) Days prior to the effective date of any cancellation, lapse or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date. All insurance renewal certificates shall be sent pursuant to Section F above.

b. In the event of a loss, the Seller reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Consultant shall deliver such polices to the Seller within five (5) days of Seller's request.

c. Failure to provide such insurance in a timeframe acceptable to the County shall enable the Seller to suspend or terminate the Consultant's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default/Non-appropriation."

d. The Seller's receipt or acceptance of Consultant or any subcontractor's evidence of insurance at any time without comment or objection, or Seller's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute Seller's acceptance of the adequacy of Consultant's or any subcontractor's insurance or preclude or prevent any action by Seller against Consultant for breach of the requirements of this Section.

D. Other Insurance Provisions and Requirements

a. All insurance policies purchased and maintained by Consultant and any subcontractor required in this Contract shall contain, or be endorsed to contain the following provisions:

i. With respect to all liability policies except professional liability (errors and omissions), cyber liability (technology errors and omissions, and workers compensation: King County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Consultant, its agents, representatives, employees, contractor(s), or subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The Seller requires a copy of the additional insured endorsement(s) to complete the Contract.

ii. With respect to all liability policies (except workers compensation): Coverage shall be primary insurance as respects the Seller, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the Seller, its officials, employees or agents shall not contribute with any Consultant's or subcontractor's insurance or benefit the Consultant or any subcontractor, or their respective insurers in any way. Further, insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

E. Deductibles/Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not in any way limit Seller's right to coverage under the required insurance, or to Consultant's or any subcontractor's liability to the Seller, and shall in all instances be the sole responsibility of Consultant and any subcontractor, even if no claim has actually been made or asserted against Consultant or subcontractor.

F. Acceptability of Insurers

Unless otherwise approved by the Seller, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

Professional Liability (errors and omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

If at any time any of the foregoing policies fail to meet the above stated requirements, Consultant shall promptly obtain a new policy, and shall submit the same to the Seller, with the appropriate certificates and endorsements, for review.

G. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or, alternatively, the Consultant must require each of its subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the subcontractor's liabilities given the subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any subcontractor must comply with the specified requirements of Section J, including the requirement that all liability insurance policies (except professional liability and workers compensation) provided by the subcontractor(s) must include King County, its officials, agents and employees as additional insured for full coverage and policy limits. Consultant is obligated to require and verify that each subcontractor maintains the required insurance and ensure Seller is included as additional insured. Upon request by the Seller, and within five (5) business days, Consultant must provide evidence of each subcontractor(s) insurance coverage, including endorsements.

H. General Provisions

a. Certificates and Policies: Prior to the commencement of the Scope of Work for this Contract, upon request, the Consultant shall provide the Seller with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting the Seller's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). The Consultant will provide 30 calendar days advance written notice to the Seller in the event the Consultant's insurance policies are canceled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, the Seller may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Consultant from insurance obligations hereunder.

b. Taking into account the scope of work and services to be performed by a subcontractor and/or sub-consultant, the Consultant shall prudently determine whether, and in what amounts, each subcontractor and/or sub-consultant shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors and/or sub-consultants shall, where appropriate and/or applicable, name the Seller as an additional insured.

c. Consultant's insurance for General Liability, Automobile Liability, and Railroad Protective Liability (if applicable) shall be primary with respect to the Seller, and any other insurance maintained by the Seller shall be excess and not contributing insurance with the Consultant's insurance.

d. The Consultant and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against the Seller. The Consultant and its insurers also waive their right of subrogation against the Seller for loss of their owned or leased property or property under their care, custody, and control.

e. The Consultant shall provide the Seller with a Certificate of Insurance and endorsements to comply with the insurance requirements in this Contract, including, but not limited to, the Additional Insured

Endorsement(s) required, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement, and any other endorsements.

f. No provision in this Section shall be construed to limit the liability of the Consultant for work not performed in accordance with the Contract, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

g. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by King County.

I. Claims Management

The Consultant agrees to the following claims management terms and conditions. The Consultant further agrees to include the following terms and conditions in its contract(s) with its subcontractors.

a. The Consultant, after the full execution of this Contract and upon request, shall provide the contact information of the individual(s) employed by the Consultant who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between the King County Office of Risk Management and the Consultant and its subcontractors. If the individual(s) change, the Consultant shall notify the King County Risk Management Division of the replacement.

b. The Consultant shall provide written notice of any claim made arising out of the Scope of Work to the Seller.

c. If King County receives a claim from a third party related to the Scope of Work, the Seller will tender such claim to the Consultant through the established claim management process for handling and resolution. Upon receipt of a third-party claim from the Seller, the Consultant shall acknowledge in writing to the Seller that:

    i. The Consultant received and accepted the Seller's claim tender,

    ii. The Consultant shall notify its Commercial General Liability insurance company and any other applicable insurance company(ies) of the claim as per the Seller's insurance requirements that it is named as Additional Insured, under the Commercial General Liability policy and as stipulated in the Contract between the Seller and the Consultant.

    iii. The Consultant shall provide the Seller with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies).

    iv. The Consultant and its insurance company(ies) shall indemnify and defend the Seller, as an Additional Insured, against any/all claims related to the project.

    v. The Consultant's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage determination, an objective disposition, and claim resolution for either denial or settlement.

    vi. The Consultant shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgments, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

d. The Consultant shall provide the Seller quarterly status reports on all open and closed claims related to the project that implicates the Seller The report shall include the assigned adjusters, policy numbers, claim numbers, and at least the following:

i. A description of the claim handling activities during the quarter,

ii. Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),

iii. A description of the next steps in the claims adjusting process,

iv. A description of the disposition and resolution of any claim, and

v. Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

The Consultant shall notify the Seller of their final resolution, or the applicable insurance company's(ies') final resolution, of any/all claims related to the project, which King County Office of Risk Management can review and document as a formal notification from the Consultant, or its insurance company(ies) that the claims have been fully dispositioned and closed.

XI. TERMINATION

A. Termination for Default

The Seller may terminate this Contract, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this Contract through no fault of the Seller. Insofar as practicable, the Consultant will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with the Seller before termination. An opportunity for consultation shall not mean the Consultant can prohibit the Seller's termination of the Contract.

B. Termination for Convenience

The Seller may terminate this Contract in writing, in whole or in part, for its convenience and/or lack of appropriations.

If the Seller terminates for convenience, the Seller will pay an amount for services satisfactorily performed to the date of termination.

XII. INDEMNIFICATION AND HOLD HARMLESS

A. The Consultant must comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this Contract.

B. Consultant and its sub-consultants, employees, agents, and representatives will be independent consultants and will not be deemed or construed to be employees or agents of the Seller.

C. To the maximum extent permitted by law or the provisions of this section, the Consultant agrees to release, indemnify, defend (with counsel acceptable to the Seller), and save harmless the Seller, its successors and assigns, and its and their, officers, officials, contractors, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys' fees, expert witnesses' fees, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Consultant's performance of this Contract or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this Contract are caused by or result from the concurrent negligence of the Consultant or its subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its subconsultants, agents or employees.

THE CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY

INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONSULTANT BY THE SELLER, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEE(S) DIRECTLY AGAINST CONSULTANT.

D. In the event of litigation between the Parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.

E. The foregoing indemnities and duties to defend shall survive the termination of this Contract and final payment hereunder.

F. The Consultant may not assign any interest, obligation, or benefit in this Contract or transfer any interest in the same without prior written consent by the Seller.

XIII. INTELLECTUAL PROPERTY AND WORK PRODUCT

A. All work (preliminary, draft, and final) performed by the Consultant under this Contract is the property of the Seller. The Seller will own any and all data, documents, working papers, photographs, and other material produced by the Consultant pursuant to this Contract, and the Consultant hereby assigns and transfers to the Seller any and all intellectual property rights for such materials. Upon request, the Consultant will provide the Seller with copies of all such materials including, without limitation, any research memoranda prepared under this Contract.

B. The Consultant must indemnify, pay the defense costs of, and hold the Seller harmless from any and all claims, demands, costs, liabilities, losses, expenses, and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this Contract that sounds in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).

C. This Section will survive any expiration or termination of this Contract.

XIV. AUDIT AND ACCESS TO RECORDS

For a period of six years following the final payment by the Seller to the Consultant under this Contract, the Consultant must maintain all books, records, documents, and other evidence related to the performance of the services under this Contract. The Seller and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during the Consultant's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

XV. RECYCLED PRODUCTS

To the extent practicable, the Consultant will provide a competitive preference for recycled products to be used in performing the services pursuant to the U.S. EPA Guidelines at 40 CFR Parts 247-253. Where practical, the Consultant will use both sides of paper sheets and recycled/recyclable products.

XVI. CHANGES IN GOVERNMENTAL REGULATIONS

A. In the event local, state, or federal laws or regulations that were not announced or enacted at the time of Contract execution, and such laws or regulations make standards more stringent or compliance more costly under this Contract, the Consultant must notify the Seller in writing of such changes and their effects on the pricing or delivery schedule promptly after the Consultant first became aware of the changes and prior to incurring any such expenses.

B. The Seller will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Paragraph B, Scope of Work.

C. The Consultant shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of Contract execution, even though such law or regulation did not take effect or become operative until some date after the Contract execution.

D. The Consultant must, immediately upon becoming aware of any such imposition or change of requirement, provide the Seller with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of Contract execution so as to make the Consultant's performance less expensive, or less difficult, then the Seller will have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. The Seller will give the Consultant notice of the Seller's determination, and anticipated savings.

XVII. FORCE MAJEURE

The Consultant will not be responsible for delays in delivery of the Work due to a force majeure event, provided the Consultant notifies the Project Manager identified in Section VI, above, immediately and in writing, of such pending or actual delay. A "force majeure event" means an event that is unforeseeable at the time of Contract execution, and that is beyond the reasonable control of the Consultant, and is limited to: (1) A natural disaster declared by the Governor of Washington or President of the United States, or declared an emergency by the King County Executive including, but not limited to, earthquakes; (2) Acts or omissions of any government entity acting within its governmental capacity; (3) Fire and/or flood for which the Consultant or its subcontractors are not responsible; (4) Quarantine, epidemic, or pandemic; (5) Strike or defensive lockout; and, (6) Unusually severe weather conditions.

XVIII. COOPERATIVE PURCHASING

Pursuant to the Washington State Interlocal Cooperative Act RCW 39.34.080, other governmental agencies contracting with the Seller may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein.

XIX. DISCLOSURE OF RECORDS

The Consultant acknowledges that the Seller is subject to Chapter 42.56 RCW and that this Contract and materials provided hereunder shall be public records, as defined in Chapter 42.56 RCW, and with limited exceptions will be available for inspection and copying by the public. The Consultant must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Consultant must provide the legal basis for the exemption to the Seller upon request. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the Seller will determine whether the material should be made available under the law. If the Seller determines that the material is not exempt and may be disclosed, the Seller will notify the Consultant of the request and allow the Consultant 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Consultant fails or neglects to take such action within the said period, the Seller may release the portions of the material deemed subject to disclosure. To the extent that the Seller withholds from disclosure all or any portion of Consultant's documents at Consultant's request, Consultant shall indemnify, defend, and hold harmless the Seller from all damages, penalties, attorneys' fees, and costs the Seller incurs related to withholding information from public disclosure. Consultant consents to the procedure outlined in this paragraph and shall have no claim against the Seller by reason of actions taken under this procedure.

XX. DATA SECURITY AND CONFIDENTIALITY

A. STANDARD OF CARE

a. The Consultant acknowledges and agrees that, in the course of its engagement by the Seller, the Consultant may receive or have access to the Seller Information. The Consultant shall comply with

the terms and conditions set forth in this Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such the Seller Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of the Seller Information under its control or in its possession by all Authorized Employees/Authorized Persons.

b. The Consultant shall be responsible for, and remain liable to, the Seller for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of the Seller Information as if they were the Consultant's own actions and omissions.

c. Personal Information is deemed to be Confidential Information of the Seller and is not Confidential Information of the Consultant. In the event of a conflict or inconsistency between this Section and the confidentiality/compliance with laws sections of this Contract, the terms and conditions set forth in this Section shall govern and control.

d. In recognition of the foregoing, the Consultant agrees and covenants that it shall:

i. keep and maintain all the Seller Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

ii. not create, collect, receive, access, or use the Seller Information in violation of law;

iii. use and disclose the Seller Information solely and exclusively for the purposes for which the Seller Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available to the Seller Information without Seller's prior written consent; and

iv. not, directly or indirectly, disclose the Seller Information to any person other than its Authorized Employees/Authorized Persons, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from the Seller unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, the Consultant shall (i) use best efforts to notify the Seller before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to the Seller for the actions and omissions of such Unauthorized Third Party concerning the treatment of such the Seller Information as if they were the Consultant's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to the Seller Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of the Seller Information.

B. OVERSIGHT OF SECURITY COMPLIANCE

a. Upon the Seller's written request, the Consultant shall promptly and accurately complete a risk assessment and security questionnaire ("Security Questionnaire") regarding the Consultant's business practices and information technology environment in relation to the Seller and its employees' data being handled and/or services being provided by the Consultant to the Seller pursuant to this Contract. The Consultant shall fully cooperate with such inquiries. The Seller shall treat the information provided by the Consultant in the Security Questionnaire as the Consultant's Confidential Information. In the event that material security deficiencies are identified as a result of the Security Questionnaire, the Consultant may be required to remedy identified deficiencies.

b. Upon the Seller's written request, to confirm Consultant's compliance with this Contract, as well as any applicable laws, regulations, and industry standards, Consultant grants the Seller or, upon the Seller's election, a third party on the Seller's behalf, permission to perform an assessment, audit, examination, or review of all controls in Consultant's physical and/or technical environment in relation to all Confidential Information being handled and/or services being provided to the Seller

pursuant to this Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Confidential Information for the Seller pursuant to this Contract. In addition, upon the Seller written request, Consultant shall provide the Seller with the results of any audit by or on behalf of Consultant performed that assesses the effectiveness of Consultant's information security program as relevant to the security and confidentiality of Confidential Information shared during the course of this Contract.

c. Additionally, upon the Seller's written request, the Consultant shall make available to the Seller for review all of the following, as applicable: the Consultant's WebTrust, SysTrust, and Statement on Standards for Attestation Engagements (SSAE) No. 18 audit reports for Reporting on Controls at a Service Organization and any reports relating to its ISO/IEC 27001 certification. The Seller shall treat such audit reports as the Consultant's Confidential Information under this Contract. Any exceptions noted on the SSAE report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by the Consultant's management.

C. DEFINITIONS: Capitalized terms used herein shall have the meanings set forth in this Section.

a. "Authorized Employees" means the Consultant's employees who have a need to know or otherwise access the Seller Information to enable the Consultant to perform its obligations under this Contract.

b. "Authorized Persons" means (i) Authorized Employees; and (ii) the Consultant's contractors, agents, outsourcers, and auditors who have a need to know or otherwise access the Seller Information to enable the Consultant to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect the Seller Information in accordance with the terms and conditions of this Contract.

c. "Confidential Information" means information or data intended to be held in confidence or kept in secret, it includes any data classified by the Seller as Restricted or Sensitive.

d. "Highly-Sensitive Personal Information" means (i) an individual's government-issued identification number (including social security number, driver's license number, state-issued identified number, or passport number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account.

e. "Personal Information" means information provided to the Consultant by or at the direction of the Seller, or to which access was provided to the Consultant by or at the direction of the Seller, in the course of the Consultant's performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly- Sensitive Personal Information. The Seller's business contact information is not by itself deemed to be Personal Information.

f. "Seller Information" means the information provided to the Consultant by or at the direction of the Seller, or to which access was provided to the Consultant by or at the direction of the Seller, in the course of the Consultant's performance under this Contract that includes any discreet or combination of the following: (i) Confidential Information; (ii) Highly-Sensitive Personal Information; (iii) Personal Information; and/or (iv) any information specifically created for the Seller or provided by the Seller that requires limited access or security safeguards.

g. "Security Breach" means (i) any act or omission that compromises either the security,

confidentiality, or integrity of Sensitive Information or the physical, technical, administrative, or organizational safeguards put in place by the Consultant (or any Authorized Persons), or by the Seller should Consultant have access to the Seller's systems, that relate to the protection of the security, confidentiality, or integrity of Sensitive Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of Consultant (or any Authorized Persons) or a breach or alleged breach of this Contract relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Sensitive Information.

h. "Unauthorized Third Party" means any person or entity other than the Consultant's authorized employees/authorized persons who has not been expressly authorized in writing by the Seller to receive Seller Information, including but not limited to subcontractors, agents, outsourcers, and auditors.

XXI. RIGHT TO BARGAIN

The Consultant will respect the right of employees to bargain collectively. The Consultant will also commit to remain neutral in labor organizing drives.

XXII. MISCELLANEOUS PROVISIONS

A. Modifications: Modification of this Contract must be in writing and signed by both Parties.

B. Remedies Cumulative: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

C. Severability: If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract will not be affected thereby, and each term and provision of this Contract will be valid and enforceable to the fullest extent permitted by law.

D. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

E. Entire Contract: This document, along with Exhibits A and B, constitutes the entire Contract between the Parties.

F. Negotiated Contract: The Parties acknowledge that this is a negotiated Contract, that they have each had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

G. Governing Law/Venue: The laws of the State of Washington shall govern the interpretation of this Contract or any disputes arising out of it, and the jurisdiction and venue of any action relating hereto shall be in the Superior Court for King County, Washington.

H. Authority. The person signing this Contract is authorized to sign this Contract on behalf of the Consultant.

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In consideration of the terms and conditions contained herein, the Parties have executed this Contract by signing below:

ENERGY MISSION CONTROL, INC., dba FuSE

_____
Signature

_____
Printed Name

_____
Title

_____
Date

KING COUNTY EXECUTIVE CLIMATE OFFICE

_____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED AS TO FORM FOR KING COUNTY:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT A
Scope of Work

1 SCOPE OF WORK

The Consultant shall provide all the labor/personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to ensure successful reporting and sale of Clean Fuel Standard (CFS) credits. The Consultant shall accomplish the performance objectives and general product requirements as listed below.

1.1 PERFORMANCE OBJECTIVES

1.1.1 Baseline Evaluation

Under Washington State's Clean Fuel Standard, to be administered by the Washington Department of Ecology, King County (the "Seller") has several means of generating CFS credits. The Consultant will work with the Seller to identify relevant sources of data for ongoing documentation and reporting to the Washington Department of Ecology for credit generation purposes. The Consultant will additionally identify any data deficiencies that must be remedied in order to satisfy CFS reporting requirements.

1.1.2 Fuel Pathways

The Consultant will provide guidance on fuel pathway issues and ensure that the Seller takes advantage of its low carbon-intensity electricity to maximize credit generation.

1.1.3 Ongoing Reporting Requirements

- The Consultant will manage quarterly and annual reporting of credit-generating activity to the Department of Ecology, as mandated under the Washington Clean Fuel Standard adopted rule. The Seller and the Consultant will work together to ensure quarterly data is entered into the Ecology database system at least three (3) calendar days before the quarterly Department of Ecology deadlines (Exhibit B).
- The Consultant will provide the Seller with quarterly written reports and an annual summary report. The Seller will work with the Consultant to finalize agency reporting requirements and ensure that any reporting adequately documents credit-generating activity to be prepared in case of a potential audit. Required quarterly reporting will include, but is not limited to:
    - Credit generation and sales data, including any relevant information on sales strategy
    - Detailed quarterly and annual revenue reports
    - Updates regarding any changes to reporting requirements, reporting infrastructure, or changes in the credit marketplace
    - Any state or national policy changes that may impact the credit marketplace
- In addition to quarterly written reports, the Consultant will make themselves available to meet with the Seller's staff quarterly to review relevant reports.

1.1.4 Registration and Auditing

Upon execution of the Contract, the Consultant will audit, validate, and update data regarding existing fuel supply equipment currently registered with the Department of Ecology. In addition, on an ongoing basis and as needed, the Consultant shall audit and validate newly online fuel supply equipment for purposes of registering said fuel supply equipment. The Seller will ensure appropriate points of contacts coordinate with the Consultant to schedule site visits as needed. The Consultant will maintain an updated master fuel supply equipment list for the Seller.

1.1.5 Credit Sales and Market Interactions

The Consultant will manage credit sales and all necessary interactions with the Washington CFS marketplace. The Consultant will register an account for the Seller in the online CFS marketplace. The Consultant will manage interactions with credit purchasers and seek to maximize credit revenue. The Consultant will provide transparency

to the Seller regarding credit generation and sales data with information on who credits were sold to as part of quarterly reporting The Consultant will additionally provide transparency to the Seller around credit generation strategies and receive approval from the Seller for that credit generation strategy. This strategy will be submitted to the Seller for approval within thirty (30) days of full Contract execution and on an annual basis thereafter. The Seller retains the discretion to approve or reject credit sales strategies.

The Consultant will transfer credit sales revenue, minus its commission, to the Seller on a quarterly basis. The net revenue will be transferred via a medium (e.g. wire transfer, check) of the Seller's choosing.

1.1.6 Program Developments

The Department of Ecology's Clean Fuel Standard rule (Chapter 173-424 WAC) went into effect January 1, 2023. The Consultant will stay apprised of program developments and adapt to dynamic conditions surrounding reporting requirements, reporting infrastructure, the credit marketplace, etc. The Consultant will meet periodically with the Seller to discuss relevant programmatic developments.

The Consultant will ensure the ability to use this Contract to participate in new markets for the sale of credits, such as RINs or other more complex financial products that may be available now or in the future.

1.1.7 Institutional Knowledge Retention

During the course of the Contract, the Consultant will provide instruction to the Seller staff on key processes and practices pertaining to CFS marketplace participation. The Seller's staff turnover may necessitate the training of additional staff.

In the event that the Seller elects not to renew the service agreement at the completion of its term, the Consultant will transfer all relevant information and materials (e.g., logins, passwords, process documents, etc.) to the Seller to maintain continuity of agency participation in the Clean Fuel Standard program.

1.2 OTHER PERFORMANCE REQUIREMENTS

1.2.1 The Seller's Responsibilities

The Seller will provide all necessary information about agency operations to establish a reporting baseline. The Seller's staff will provide transportation fueling data to the Consultant in a timely manner, agreed upon by the Seller and the Consultant, to facilitate effective CFS reporting.

1.2.2 Schedule

An implementation schedule will be established following the execution of the Contract. However, the Consultant will ideally be able to provide services on a timeline that allows the Seller to capture revenue from all credit generation opportunities that have occurred to date as of the date of full Contract execution.

EXHIBIT B

Washington Department of Ecology Clean Fuel Standard Reporting and Incentive Payment Timelines

1. REPORTING AND INCENTIVE PAYMENT TIMELINES

Program participants are expected to report all fuel transactions each quarter. Refer to the Washington State Department of Ecology website for the current reporting schedule. Anticipated timing for reporting and issuance of incentive payments each quarter is provided below.

Existing Accounts

Reporting Quarter	Fleet Data Submission Deadline	Quarterly Report Submission Deadline	Incentive Payments Issued
Quarter 1	April 30	June 30	By July 31
Quarter 2	July 30	September 30	By October 31
Quarter 3	October 30	December 31	By January 31
Quarter 4	January 30	March 31	By April 30

New Accounts

Reporting Quarter	Fleet Data Submission Deadline	Quarterly Report Submission Deadline	Incentive Payments Issued
Quarter 1	March 31	June 30	By July 31
Quarter 2	June 30	September 30	By October 31
Quarter 3	September 30	December 31	By January 31
Quarter 4	December 31	March 31	By April 30

TRACK CHANGES VERSION CLEAN FUEL STANDARD CREDIT AGGREGATOR SERVICES AGREEMENT

This contract ("Contract") is made between King County, through its Executive Climate Office (the "Seller"), and Energy Mission Control, Inc. dba FuSE (the "Consultant," and collectively, the "Parties~~"))~~,"), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

~~i.~~I. TERM

All goods or services to be provided pursuant to the authority of this Contract shall be bound by the terms, conditions, prices, and discounts as set forth herein until the completion of the performance, notwithstanding the expiration of the initial term of this Contract or any extension thereof.

The initial term of this Contract will be three years effective from the date of full Contract execution, subject to the Termination provisions of Section XI, below. At King County's sole discretion, the Contract may be renewed for two (2) options for additional one-year periods.

~~ii.~~II. SCOPE OF WORK

~~The Scope of Work is attached hereto as Exhibit A.~~

The Consultant shall provide all the labor/personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to ensure successful reporting and sale of Clean Fuel Standard (CFS) credits (the "Scope of Work"). The Scope of Work is more thoroughly discussed and set forth by way of Exhibit A. Consultant shall perform work and/or sell products only as permitted within the Contract scope and shall not accept orders or provide services not within the Contract scope as it relates to this Contract.

Reporting of CFS transactions, and anticipated timing for such reporting and issuance of incentive payments each quarter, is set forth in Exhibit B.

~~iii.~~III. EXTRA WORK

The Seller may request additional work or services other than that expressly provided for in the "Scope of Work" section of this Contract (Exhibit A). This will be considered extra work, supplemental to this Contract, and shall not proceed unless authorized by a written modification. Any costs incurred due to the performance of extra work prior to the execution of a written modification will not be reimbursed.

~~iv.~~IV. ERRORS AND OMISSIONS; DUTY TO CORRECT

The Consultant is responsible for the professional quality of all services rendered under this Contract. The Consultant, without additional compensation, will correct any errors or omissions immediately upon notice by the Seller. This obligation will survive the termination and expiration of this Contract.

~~v.~~V. REVENUE SHARE PERCENTAGE COMPENSATION

Total compensation for this Contract is 4% of total revenues resulting from Clean Fuel Standard (CFS) credits sold, based on the protocol as detailed in section 1.~~3~~1.5 of the Scope of Work.~~ -~~ The Seller is not liable for any compensation to the Consultant in excess of this amount unless otherwise approved and agreed in writing by the Seller.

The revenue share percentage indicated above will remain constant throughout the term of the Contract – no escalation will apply regardless of market conditions.

~~vi.~~VI. NOTICE

Notices shall be transmitted electronically to:

~~King County: Executive Climate Office~~
~~Attn: Marissa Aho, Director~~
~~Email: maaho@kingcounty.gov~~

~~Consultant: Energy Mission Control, Inc. dba FuSE~~
~~Attn: Todd Trauman, CEO~~
~~Email: todd@usefuse.com~~

King County: Executive Climate Office	Consultant: Energy Mission Control, Inc. dba FuSE
Attn: Carrie Lee, Project Manager	Attn: Todd Trauman, CEO
Email: maaho@kingcounty.gov	Email: todd@usefuse.com

Notices will be effective upon the earlier of (i) acknowledgment of receipt by the individual identified above or (ii) the next business day after emailing to the address above.

~~vii.~~VII. CONSULTANT EMPLOYEES

The Consultant will ensure that the employees assigned to this Contract are properly licensed, trained, and/or skilled. The Consultant must replace any employee who, in the reasonable opinion of the Seller, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. All Consultant staff members and sub-consultants working on this Contract are required to comply with applicable King County resolutions and policies.

~~viii.~~VIII. DIVERSITY PROGRAM REQUIREMENTS AND NONDISCRIMINATION~~ solely as a result of the person's sexual orientation or gender identity or expression.~~

~~1.~~A. The Seller is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with King County's policies, procedures, and guiding principles for employment and contracting.

~~2.~~B. The Consultant shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination, equal employment, and affirmative action, including but not limited to the Washington State "law against discrimination," Chapter 49.60 RCW. ~~-~~In addition, King County Code Chapters 12.16 through 12.19, and King County Charter, section 840, apply to this ~~Agreement~~Contract and are incorporated by this reference as though fully set forth herein.

~~3.~~C. The Consultant shall not, on the basis of sex, race, ~~religion,~~ color, ~~creed,~~ national origin, ~~marital status, sex~~religious affiliation, disability, sexual orientation, gender identity or expression, ~~ancestry,~~ age ~~(~~except by minimum age and retirement provisions ~~and unless based upon~~, status as a ~~bona fide occupational qualification), religious affiliation~~family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or the presence of any sensory, mental, or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Contract and shall afford equal, non-discriminatory opportunities to potential joint venture partners, sub-consultants, subcontractors, and suppliers.

~~4.~~D. The Consultant shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Contract. The Consultant shall prepare and maintain records of employment, employment advertisements, application forms, and other pertinent data and records to demonstrate compliance with its EEO obligations under this Contract. The Consultant shall permit reasonable access by the Seller to such records. The Consultant shall provide periodic reports concerning its efforts related to EEO when such reports are requested by the Seller.

~~ix.~~IX. PROHIBITED INTERESTS

No member, officer, or employee of the Consultant~~-~~ or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, may have any interest, direct or indirect, in this Contract or the proceeds thereof, unless such interest has been disclosed in writing to the Seller and the Seller has determined that no prohibited conflicts of interest or ethical violations inherent in the circumstances exist.

~~x.~~X. INSURANCE REQUIREMENT

~~1.~~A. Description

a. Except as otherwise specified, the Consultant, shall at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set below.

b. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.

c. By requiring such minimum insurance, the Seller shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

d. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of the Consultant, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by the Seller shall not be limited to the amount of the required insurance coverage.

e. Each insurance policy shall be written on an “occurrence” basis/form; excepting insurance for professional liability (errors and omissions) and/or cyber liability (technology errors and omissions). Professional liability (errors and omissions) and cyber liability (technology errors and omissions) required by this Contract is acceptable on a “claims made” basis/form.

f. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Work which is subject of this Contract or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. All insurance written on a “claims made” basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Contract, unless otherwise approved in writing by the Seller’s Office of Risk Management Services.

~~2.~~ B. Insurance Coverages

a. Commercial General Liability: Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer’s Liability coverage, utilizing insurers and coverage forms acceptable to the Seller, with limits of at least $2,000,000 per occurrence and $2,000,000 general aggregate, with $2,000,000 products and completed operations coverage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability.

b. Workers Compensation: The Consultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant will be responsible for Workers' Compensation insurance for any sub-consultant who provides work under subcontract. If the Consultant is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Seller by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

c. Professional Liability: This Contract includes “professional services”. The Consultant shall maintain the appropriate Professional Liability insurance, with limits of liability of at least $2,000,000 per claim, for damages sustained by reason of or in the course of operations under this Contract, whether occurring by reason of acts failing to meet the standard of care required by this Contract, negligent acts, errors, or omissions of the Consultant.

d. Cyber Liability (Technology Errors and Omissions): Coverage at a minimum limit of $1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

e. FuSE agrees to obtain Fidelity, Theft, Disappearance & Destruction Liability / Employee Dishonesty coverage, including ISO forms CR 20 15 10/10 (Joint Loss Payable) and CR 20 17 10/10 (Provide Required Notice of Cancellation to Another Entity), with a minimum limit of $200,000 per occurrence, within thirty (30) days of contract execution.

f. Other Insurance: Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the Scope of Work evaluated by the Seller. The costs of which shall be borne by contracting parties as mutually agreed.

~~3.~~ C. Evidence and Cancellation of Insurance

a. Prior to execution of the Contract, the Consultant shall furnish the Seller certificates of insurance and endorsements certifying the issuance of all insurance required by this Contract. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, contract or RFP number, shall specify the form number of any endorsements issued to satisfy this Contract's insurance requirements, and shall state that the Seller shall receive notice at least thirty (30) Days prior to the effective date of any cancellation, lapse or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date. All insurance renewal certificates shall be sent pursuant to Section F above.

b. In the event of a loss, the Seller reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Consultant shall deliver such polices to the Seller within five (5) days of Seller's request.

c. Failure to provide such insurance in a timeframe acceptable to the County shall enable the Seller to suspend or terminate the Consultant's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default/Non-appropriation."

d. The Seller's receipt or acceptance of Consultant or any subcontractor's evidence of insurance at any time without comment or objection, or Seller's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute Seller's acceptance of the adequacy of Consultant's or any subcontractor's insurance or preclude or prevent any action by Seller against Consultant for breach of the requirements of this Section.

4.D. Other Insurance Provisions and Requirements

a. All insurance policies purchased and maintained by Consultant and any ~~subcontrator~~subcontractor required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except professional liability (errors and omissions), cyber liability (technology errors and omissions, and workers compensation:

i. King County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Consultant, its agents, representatives, employees, contractor(s), or subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The Seller requires a copy of the additional insured endorsement(s) to complete the Contract.

With respect to all liability policies (except workers compensation):

~~i.~~ Coverage shall be primary insurance as respects the Seller, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the Seller, its officials, employees or agents shall not contribute with any Consultant's or subcontractor's insurance or benefit the Consultant or any subcontractor, or their respective insurers in any way.

ii. ~~**Insurance**~~ Further, insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

5.E. Deductibles/Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not in any way limit Seller's right to coverage under the required insurance, or to Consultant's or any ~~Subcontractor's~~subcontractor's liability to the Seller, and shall in all instances be the sole responsibility of Consultant and any ~~Subcontractor~~subcontractor, even if no claim has actually been made or asserted against Consultant or ~~Subcontractor.~~ subcontractor.

F. Acceptability of Insurers

~~6.~~

Unless otherwise approved by the Seller, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

Professional Liability (errors and omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

If at any time any of the foregoing policies fail to meet the above stated requirements, Consultant shall promptly obtain a new policy, and shall submit the same to the Seller, with the appropriate certificates and endorsements, for review.

~~7.~~G. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or, alternatively, the Consultant must require each of its ~~Subcontractors~~subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the subcontractor's liabilities given the subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any subcontractor must comply with the specified requirements of Section J, including the requirement that all liability insurance policies (except professional liability and workers compensation) provided by the subcontractor(s) must include King County, its officials, agents and employees as additional insured for full coverage and policy limits. Consultant is obligated to require and verify that each subcontractor maintains the required insurance and ensure Seller is included as additional insured. Upon request by the Seller, and within five (5) business days, Consultant must provide evidence of each subcontractor(s) insurance coverage, including endorsements.

H. General Provisions

~~8.~~

a. Certificates and Policies: Prior to the commencement of the Scope of Work for this Contract, upon request, the Consultant shall provide the Seller with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting the Seller's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). The Consultant will provide 30 calendar days advance written notice to the Seller in the event the Consultant's insurance policies are canceled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, the Seller may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Consultant from insurance obligations hereunder.

b. Taking into account the scope of work and services to be performed by a subcontractor and/or sub-consultant, the Consultant shall prudently determine whether, and in what amounts, each subcontractor and/or sub-consultant shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors and/or sub-consultants shall, where appropriate and/or applicable, name the Seller as an additional insured.

c. Consultant's insurance for General Liability, Automobile Liability, and Railroad Protective Liability (if applicable) shall be primary with respect to the Seller, and any other insurance maintained by the Seller shall be excess and not contributing insurance with the Consultant's insurance.

d. The Consultant and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against the Seller. The Consultant and its insurers also waive their right of subrogation against the Seller for loss of their owned or leased property or property under their care, custody, and control.

e. The Consultant shall provide the Seller with a Certificate of Insurance and endorsements to comply with the insurance requirements in this Contract, including, but not limited to, the Additional Insured Endorsement(s) required, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement, and any other endorsements.

f. No provision in this Section shall be construed to limit the liability of the Consultant for work not performed in accordance with the Contract, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

g. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by King County.

~~9.~~l. Claims Management

The Consultant agrees to the following claims management terms and conditions. The Consultant further agrees to include the following terms and conditions in its contract(s) with its subcontractors.

a. The Consultant, after the full execution of this Contract and upon request, shall provide the contact information of the individual(s) employed by the Consultant who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between the King County Office of Risk Management and the Consultant and its ~~Subcontractors.~~subcontractors. If the individual(s) change, the Consultant shall notify the King County Risk Management Division of the replacement.

b. The Consultant shall provide written notice of any claim made arising out of the Scope of Work to the Seller.

c. If King County receives a claim from a third party related to the Scope of Work, the Seller will tender such claim to the Consultant through the established claim management process for handling and resolution. Upon receipt of a third-party claim from the Seller, the Consultant shall acknowledge in writing to the Seller that:

   i. The Consultant received and accepted the Seller's claim tender,

   ii. The Consultant shall notify its Commercial General Liability insurance company and any other applicable insurance company~~–~~(ies) of the claim as per the Seller's insurance requirements that it is named as Additional Insured, under the Commercial General Liability policy and as stipulated in the Contract between the Seller and the Consultant.

   iii. The Consultant shall provide the Seller with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies).

   iv. The Consultant and its insurance company(ies) shall indemnify and defend the Seller, as an Additional Insured, against any/all claims related to the project.

   v. The Consultant's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage determination, an objective disposition, and claim resolution for either denial or settlement.

   vi. The Consultant shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgments, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

d. The Consultant shall provide the Seller quarterly status reports on all open and closed claims related to the project that implicates the Seller The report shall include the assigned adjusters, policy numbers, claim numbers, and at least the following:

   i. A description of the claim handling activities during the quarter,

ii. Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),

iii. A description of the next steps in the claims adjusting process,

iv. A description of the disposition and resolution of any claim, and

v. Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

The Consultant shall notify– the Seller of their final resolution, or the applicable insurance company's(ies') final resolution, of any/all claims related to the project, which King County Office of Risk Management can review and document as a formal notification from the Consultant, or its insurance company(ies) that the claims have been fully dispositioned and closed.

~~xi.~~XI. TERMINATION

~~1.~~A. Termination for Default

The Seller may terminate this Contract, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this Contract through no fault of ~~-~~the Seller. Insofar as practicable, the Consultant will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with ~~-~~the Seller before termination. An opportunity for consultation shall not mean the Consultant can prohibit ~~-~~the Seller's termination of the ~~contract~~Contract.

~~2.~~B. Termination for Convenience

The Seller may terminate this ~~contract~~Contract in writing, in whole or in part, for its convenience and/or lack of appropriations.

If~~-~~ the Seller terminates for convenience, ~~-~~the Seller will pay an amount for services satisfactorily performed to the date of termination~~, pursuant to Section E of this Contract~~.

~~xii.~~XII. INDEMNIFICATION AND HOLD HARMLESS

~~1.~~A. The Consultant must comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this Contract.

~~2.~~B. Consultant and its sub-consultants, employees, agents, and representatives will be independent consultants and will not be deemed or construed to be employees or agents of the Seller.

~~3.~~C. To the maximum extent permitted by law or the provisions of this section, the Consultant agrees to release, indemnify, defend (with counsel acceptable to the Seller), and save harmless **t**he Seller, its successors and assigns, and its and their~~ shareholders~~, officers, officials~~, directors~~, contractors, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys' fees, expert witnesses' fees, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Consultant's performance of this ~~contract~~Contract or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this ~~contract~~Contract are caused by or result from the concurrent negligence of the Consultant or its subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its subconsultants, agents or employees.

THE CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND

WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONSULTANT BY THE SELLER, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEE(S) DIRECTLY AGAINST CONSULTANT.

~~4.~~D. In the event of litigation between the Parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.

~~5.~~E. The foregoing indemnities and duties to defend shall survive the termination of this Contract and final payment hereunder.

~~6.~~F. The Consultant may not assign any interest, obligation, or benefit in this Contract or transfer any interest in the same without prior written consent by the Seller.

~~xiii.~~XIII. INTELLECTUAL PROPERTY AND WORK PRODUCT

~~1.~~A. All work (preliminary, draft, and final) performed by the Consultant under this Contract is the property of the Seller. The Seller will own any and all data, documents, working papers, photographs, and other material produced by the Consultant pursuant to this Contract, and the Consultant hereby assigns and transfers to the Seller any and all intellectual property rights for such materials. Upon request, the Consultant will provide the Seller with copies of all such materials including, without limitation, any research memoranda prepared under this ~~contract~~Contract.

~~2.~~B. The Consultant must indemnify, pay the defense costs of, and hold the Seller harmless from any and all claims, demands, costs, liabilities, losses, expenses, and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this Contract that sounds in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).

~~3.~~C. This Section will survive any expiration or termination of this Contract.

~~xiv.~~XIV. AUDIT AND ACCESS TO RECORDS

For a period of six years following the final payment by the Seller to the Consultant under this Contract, the Consultant must maintain all books, records, documents, and other evidence related to the performance of the services under this ~~contract.~~ Contract. The Seller and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during the Consultant's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

~~xv.~~XV. RECYCLED PRODUCTS

To the extent practicable, the Consultant will provide a competitive preference for recycled products to be used in performing the services pursuant to the U.S. EPA Guidelines at 40 CFR Parts 247-253. Where practical, the Consultant will use both sides of paper sheets and recycled/recyclable products.

~~XVI.~~PRIVACY ACT

~~To the extent it applies, the Consultant and its sub-consultants, or their employees must comply with the Privacy Act of 1974, 5 USC § 552a.~~

~~If the Scope of Work involves the operation of a system of records on individuals to accomplish a government function, the Seller and any consultants, third-party consultants, sub-consultants, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract will render this Contract subject to termination.~~

~~The Consultant agrees to include this clause in all subcontracts awarded under this Contract that require the design, development, or operation of a system of records on individuals subject to the Act.~~

~~xvii.~~XVI. CHANGES IN GOVERNMENTAL REGULATIONS

~~1.~~A. In the event local, state, or federal laws or regulations that were not announced or enacted at the time of ~~submittal of Proposals~~Contract execution, and such laws or regulations make standards more stringent or compliance more costly under this ~~contract~~Contract, the Consultant must notify the Seller in writing of such changes and their effects on the pricing or delivery schedule promptly after the Consultant first became aware of the changes and prior to incurring any such expenses.

2.B. The Seller will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Paragraph B, Scope of Work.

3.C. The Consultant shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of Contract awardexecution, even though such law or regulation did not take effect or become operative until some date after the Contract awardexecution.

4.D. The Consultant must, immediately upon becoming aware of any such imposition or change of requirement, provide the Seller with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of Contract awardexecution so as to make the Consultant's performance less expensive, or less difficult, then the Seller will have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. The Seller will give the Consultant notice of the Seller's determination, and anticipated savings.

xviii.XVII. FORCE MAJEURE

The Consultant will not be responsible for delays in delivery of the Work due to a force majeure event, provided the Consultant notifies the Project Manager identified in Section VI, above, immediately and in writing, of such pending or actual delay. A "force majeure event" means an event that is unforeseeable at the time of Contract execution, and that is beyond the reasonable control of the Consultant, and is limited to: (1) A natural disaster declared by the Governor of Washington or President of the United States, or declared an emergency by the King County Executive including, but not limited to, earthquakes; (2) Acts or omissions of any government entity acting within its governmental capacity; (3) Fire and/or flood for which the Consultant or its subcontractors are not responsible; (4) Quarantine, epidemic, or pandemic; (5) Strike or defensive lockout; and, (6) Unusually severe weather conditions.

xix.XVIII. COOPERATIVE PURCHASING

Pursuant to the Washington State Interlocal Cooperative Act RCW 39.34.080, other governmental agencies contracting with the Seller may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein.

xx.XIX. DISCLOSURE OF RECORDS

The Consultant acknowledges that the Seller is subject to Chapter 42.56 RCW and that this Contract and materials provided hereunder shall be public records, as defined in Chapter 42.56 RCW, and with limited exceptions will be available for inspection and copying by the public. The Consultant must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Consultant must provide the legal basis for the exemption to the Seller upon request. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the Seller will determine whether the material should be made available under the law. If the Seller determines that the material is not exempt and may be disclosed, the Seller will notify the Consultant of the request and allow the Consultant 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Consultant fails or neglects to take such action within the said period, the Seller may release the portions of the material deemed subject to disclosure. To the extent that the Seller withholds from disclosure all or any portion of Consultant's documents at Consultant's request, Consultant shall indemnify, defend, and hold harmless the Seller from all damages, penalties, attorneys' fees, and costs the Seller incurs related to withholding information from public disclosure. Consultant consents to the procedure outlined in this paragraph and shall have no claim against the Seller by reason of actions taken under this procedure.

xxi.XX. DATA SECURITY AND CONFIDENTIALITY

A. STANDARD OF CARE

1.

a. The Consultant acknowledges and agrees that, in the course of its engagement by the Seller, the Consultant may receive or have access to the Seller Information. The Consultant shall comply with the terms and conditions set forth in this Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such the Seller Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of the Seller Information under its control or in its possession by all Authorized Employees/Authorized

Persons.

~~i.~~b. The Consultant shall be responsible for, and remain liable to, the Seller for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of the Seller Information as if they were the Consultant's own actions and omissions.

~~ii.~~c. Personal Information is deemed to be Confidential Information of the Seller and is not Confidential Information of the Consultant. In the event of a conflict or inconsistency between this Section and the confidentiality/compliance with laws sections of this Contract, the terms and conditions set forth in this Section shall govern and control.

~~b.~~d. In recognition of the foregoing, the Consultant agrees and covenants that it shall:

i. keep and maintain all the Seller Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

ii. not create, collect, receive, access, or use the Seller Information in violation of law;

iii. use and disclose the Seller Information solely and exclusively for the purposes for which the ~~The~~ Seller Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available to the Seller ~~information for the Conthe~~Information without Seller's prior written consent; and

iv. not, directly or indirectly, disclose the Seller Information to any person other than its Authorized Employees/Authorized Persons, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from the Seller unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, the Consultant shall (i) use best efforts to notify the Seller before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to the Seller for the actions and omissions of such Unauthorized Third Party concerning the treatment of such the Seller Information as if they were the Consultant's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to the Seller Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of the Seller Information.

~~2.~~B. OVERSIGHT OF SECURITY COMPLIANCE

a. Upon the Seller's written request, the Consultant shall promptly and accurately complete ~~The Seller Vendor Risk Assessment (VRA)~~a risk assessment and security questionnaire ("Security Questionnaire") regarding the Consultant's business practices and information technology environment in relation to the Seller and its employees' data being handled and/or services being provided by the Consultant to the Seller pursuant to this Contract. The Consultant shall fully cooperate with such inquiries. ~~the~~The Seller shall treat the information provided by the Consultant in the ~~security questionnaire~~Security Questionnaire as the Consultant's Confidential Information. In the event~~,~~ that material security deficiencies are identified as a result of the ~~VRA~~Security Questionnaire, the Consultant may be required to remedy identified deficiencies.

b. Upon the Seller's written request, to confirm Consultant's compliance with this Contract, as well as any applicable laws, regulations, and industry standards, Consultant grants the Seller or, upon the Seller's election, a third party on the Seller's behalf, permission to perform an assessment, audit, examination, or review of all controls in Consultant's physical and/or technical environment in relation to all Confidential Information being handled and/or services being provided to the Seller pursuant to this Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Confidential Information for the Seller pursuant to this Contract. In addition, upon the Seller written request, Consultant shall provide the Seller with the results of any audit by or on behalf of Consultant performed that assesses the effectiveness of Consultant's information security program as relevant to the security and

confidentiality of Confidential Information shared during the course of this Contract.

c. Additionally, upon the Seller's written request, the Consultant shall make available to the Seller for review all of the following, as applicable: the Consultant's WebTrust, ~~Systrust~~SysTrust, and Statement on Standards for Attestation Engagements (SSAE) No. 18 audit reports for Reporting on Controls at a Service Organization and any reports relating to its ISO/~~ICE~~IEC 27001 certification. ~~the~~The Seller shall treat such audit reports as the Consultant's Confidential Information under this Contract. Any exceptions noted on the SSAE report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by the Consultant's management.

~~3.~~C. DEFINITIONS: Capitalized terms used herein shall have the meanings set forth in this Section.

a. "Authorized Employees" means the Consultant's employees who have a need to know or otherwise access the Seller Information to enable the Consultant to perform its obligations under this Contract.

b. "Authorized Persons" means (i) Authorized Employees; and (ii) the Consultant's contractors, agents, outsourcers, and auditors who have a need to know or otherwise access the Seller Information to enable the Consultant to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect the Seller Information in accordance with the terms and conditions of this Contract.

c. "Confidential Information" means information or data intended to be held in confidence or kept in secret, it includes any data classified by the Seller as Restricted or Sensitive.

d. "Highly-Sensitive Personal Information" means (i) an individual's government-issued identification number (including social security number, driver's license number, state-issued identified number, or passport number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account.

e. "Personal Information" means information provided to the Consultant by or at the direction of the Seller, or to which access was provided to the Consultant by or at the direction of the Seller, in the course of the Consultant's performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly- Sensitive Personal Information. The Seller's business contact information is not by itself deemed to be Personal Information.
~~" The~~

f. "Seller Information" means the information provided to the Consultant by or at the direction of the Seller, or to which access was provided to the Consultant by or at the direction of the Seller, in the course of the Consultant's performance under this Contract that includes any discreet or combination of the following: (i) Confidential Information; (ii) Highly-Sensitive Personal Information; (iii) Personal Information; and/or (iv) any information specifically created for the Seller or provided by the Seller that requires limited access or security safeguards.

g. "Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Sensitive Information or the physical, technical, administrative, or organizational safeguards put in place by the Consultant (or any Authorized Persons), or by the Seller should Consultant have access to the Seller's systems, that relate to the protection of the security, confidentiality, or integrity of Sensitive Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of Consultant (or any Authorized Persons) or a breach or alleged breach of this Contract relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Sensitive Information.

h. "Unauthorized Third Party" means any person or entity other than the Consultant's authorized employees/authorized persons who has not been expressly authorized in writing by the Seller to receive Seller Information, including but not limited to subcontractors, agents, outsourcers, and auditors.

~~xxii.~~XXI. RIGHT TO BARGAIN

The Consultant will respect the right of employees to bargain collectively. The Consultant will also commit to remain neutral in labor organizing drives.

XXII. ~~X.~~ MISCELLANEOUS PROVISIONS

A. Modifications: Modification of this Contract must be in writing and signed by both ~~parties.~~Parties.

~~1.~~

~~2.~~B. Remedies Cumulative: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

~~3.~~C. Severability: If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract will not be affected thereby, and each term and provision of this Contract will be valid and enforceable to the fullest extent permitted by law.

~~4.~~D. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

~~5.~~E. Entire Contract: This document, along with ~~any exhibits~~Exhibits A and ~~attachments~~B, constitutes the entire Contract between the ~~parties with respect to the~~ Parties~~Scope of Work~~.

~~6.~~F. Negotiated Contract: The ~~parties~~Parties acknowledge that this is a negotiated Contract, that they have each had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

~~7.~~G. Governing Law/Venue: The laws of the State of Washington shall govern the interpretation of this Contract or any disputes arising out of it, and the jurisdiction and venue of any action relating hereto shall be in the Superior Court for King County, Washington.

~~8.~~H. Authority. The person signing this Contract is authorized to sign this Contract on behalf of the Consultant.

/ / /

/ / /

/ / /

In consideration of the terms and conditions contained herein, the Parties have executed this ~~contract~~Contract by signing below~~.~~:

~~Consultant~~	~~Energy Mission Control, Inc. dba FuSE~~

KING COUNTY EXECUTIVE CLIMATE OFFICE

ENERGY MISSION CONTROL, INC., dba FuSE

_____

Signature

_____

Signature

Printed Name

Title

Date

Printed Name

Title

Date

APPROVED AS TO FORM FOR KING COUNTY:

Signature

Printed Name

Title

Date

~~Name~~	
~~Title~~	

~~King County~~	
~~Signature~~	
~~Name~~	
~~Title~~	
~~Date~~	
~~Approved as to Form:~~	
~~Signature~~	
~~Name~~	
~~Title~~	

EXHIBIT A

Scope of Work

1 SCOPE OF WORK

~~1 SCOPE OF WORK~~

The Consultant shall provide all the labor/personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to ~~perform items to~~ ensure successful reporting and sale of Clean Fuel Standard (CFS) credits. The Consultant shall accomplish the performance objectives and general product requirements as listed below.

1.1 PERFORMANCE OBJECTIVES

1.1.1 Baseline Evaluation

Under Washington State's Clean Fuel Standard, to be administered by the Washington Department of Ecology, King County (the "Seller") has several means of generating CFS credits. The Consultant will work with the Seller to identify relevant sources of data for ongoing documentation and reporting to the Washington Department of Ecology for credit generation purposes. The Consultant will additionally identify any data deficiencies that must be remedied in order to satisfy CFS reporting requirements.

1.1.2 Fuel Pathways

The Consultant will provide guidance on fuel pathway issues and ensure that the Seller takes advantage of its low carbon-intensity electricity to maximize credit generation.

1.1.3 Ongoing Reporting Requirements

- The Consultant will ~~be expected to~~ manage quarterly and annual reporting of credit-generating activity to the Department of Ecology, as mandated under the Washington Clean Fuel Standard adopted rule. The Seller and the Consultant will work together to ensure quarterly data is entered into the Ecology database system at least three (3) calendar days before the quarterly Department of Ecology deadlines (Exhibit B).
- The Consultant will ~~also be expected to~~ provide the Seller with quarterly written reports and an annual summary report. The Seller will work with the Consultant to finalize agency reporting requirements and ensure that any reporting adequately documents credit-generating activity to be prepared in case of a potential audit. Required quarterly reporting will include, but is not limited to:
    - Credit generation and sales data, including any relevant information on sales strategy
    - Detailed quarterly and annual revenue reports
    - Updates regarding any changes to reporting requirements, reporting infrastructure, or changes in the credit marketplace
    - Any state or national policy changes that may impact the credit marketplace
- In addition to quarterly written reports, the Consultant will make themselves available to meet with the Seller's staff quarterly to review relevant reports.

1.1.4 Registration and Auditing

Upon execution of the Contract, the Consultant ~~shall~~will audit, validate, and update data regarding existing fuel supply equipment currently registered with the Department of Ecology. In addition, on an ongoing basis and as needed, the Consultant shall audit and validate newly online fuel supply equipment for purposes of registering said fuel supply equipment. The Seller will ensure appropriate points of contacts coordinate with the Consultant to schedule site visits as needed. The Consultant ~~shall~~will maintain an updated master fuel supply equipment list for

the Seller.

1.1.5 Credit Sales and Market Interactions

The Consultant will manage credit sales and all necessary interactions with the Washington CFS marketplace. The Consultant will register an account for the Seller in the online CFS marketplace. The Consultant will manage interactions with credit purchasers and seek to maximize credit revenue. The Consultant will provide transparency to the Seller regarding credit generation and sales data with information on who credits were sold to as part of quarterly reporting The Consultant will additionally provide transparency to the Seller around credit generation strategies and receive approval from the Seller for that credit generation strategy. This strategy ~~shall~~will be submitted to the Seller for approval within thirty (30) days of full Contract execution and on an annual basis thereafter. The Seller retains the discretion to approve or reject credit sales strategies.

The Consultant will transfer credit sales revenue, minus its commission, to the Seller on a quarterly basis. The net revenue will be transferred via a medium (e.g. wire transfer, check) of the Seller's choosing.

1.1.6 Program Developments

The Department of Ecology's Clean Fuel Standard rule (Chapter 173-424 WAC) went into effect January 1, 2023. The Consultant ~~shall~~will stay apprised of program developments and adapt to dynamic conditions surrounding reporting requirements, reporting infrastructure, the credit marketplace, etc. The Consultant will meet periodically with the Seller to discuss relevant programmatic developments.

The Consultant will ensure the ability to use this ~~contract~~Contract to participate in new markets for the sale of credits, such as RINs or other more complex financial products that may be available now or in the future.

1.1.7 Institutional Knowledge Retention

During the course of the Contract, the Consultant will provide instruction to the Seller staff on key processes and practices pertaining to CFS marketplace participation. The Seller's staff turnover may necessitate the training of additional staff.

In the event that the Seller elects not to renew the service agreement at the completion of its term, the Consultant will transfer all relevant information and materials (e.g., logins, passwords, process documents, etc.) to the Seller to maintain continuity of agency participation in the Clean Fuel Standard program.

1.2 OTHER PERFORMANCE REQUIREMENTS

1.2.1 The Seller's Responsibilities

The Seller will provide all necessary information about agency operations to establish a reporting baseline. The Seller's staff will provide transportation fueling data to the Consultant in a timely manner, agreed upon by the Seller and the Consultant, to facilitate effective CFS reporting.

1.2.2 Schedule

An implementation schedule will be established following the ~~awarding~~execution of the Contract. However, the Consultant will ideally be able to provide services on a timeline that allows the Seller to capture revenue from all credit generation opportunities that have occurred to date as of the date of full Contract execution.

EXHIBIT B

Washington Department of Ecology Clean Fuel Standard Reporting and Incentive Payment Timelines

1. REPORTING AND INCENTIVE PAYMENT TIMELINES

Program participants are expected to report all fuel transactions each quarter. Refer to the Washington State Department of Ecology website for the current reporting schedule. Anticipated timing for reporting and issuance of incentive payments each quarter is provided below.

Existing Accounts

Reporting Quarter	Fleet Data Submission Deadline	Quarterly Report Submission Deadline	Incentive Payments Issued
Quarter 1	April 30	June 30	By July 31
Quarter 2	July 30	September 30	By October 31
Quarter 3	October 30	December 31	By January 31
Quarter 4	January 30	March 31	By April ~~31~~30

New Accounts

Reporting Quarter	Fleet Data Submission Deadline	Quarterly Report Submission Deadline	Incentive Payments Issued
Quarter 1	March 31	June 30	By July 31
Quarter 2	June 30	September 30	By October 31
Quarter 3	September 30	December 31	By January 31
Quarter 4	December 31	March 31	By April ~~31~~30

King County
Shannon Braddock
King County Executive
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TTY Relay: 711
www.kingcounty.gov

July 10, 2025

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

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance related to the sale of environmental attributes held by the County, authorizing the Executive Climate Office to enter into an agreement with an environmental services aggregator. The aggregator would support tracking and reporting of low-carbon fuels usage in County fleets and production of low-carbon fuels to generate credits in the Washington (WA) Clean Fuels Program, as well as manage the sale of credits to producers and suppliers of regulated fuels. The sale of environmental attributes provides public benefit by enabling further investment in the County's efforts to address climate change by reducing carbon and air pollution emissions associated with transportation fuels in County fleets.

King County's participation in the Clean Fuels Program and sale of credits will:

- Further the Strategic Climate Action Plan goal to reduce greenhouse gas emissions from King County fleets by 45 percent by 2025 and 70 percent by 2030, compared to a 2017 baseline.
- Follow through on Strategic Climate Action Plan commitments to increase the percentage of County-owned vehicles that are electric and zero-emissions.
- Demonstrate King County's commitment and support for Washington State market-based tools to reduce carbon and air pollution emissions from transportation fuels.

The proposed legislation authorizes King County to execute a base contract for Clean Fuels Program credit aggregator services with Energy Mission Control, Inc. dba FuSE, substantially in the form of Attachment A. Revenue from the sale of environmental attributes under this Ordinance shall be allocated to each participating department, based on the volume of credits a given department generated. The revenue from the environmental attributes shall be used by

the originating county department to further the goals outlined in the King County Strategic Climate Action Plan, unless otherwise restricted by the King County Comprehensive Plan.

Metro and the Department of Natural Resources and Parks (DNRP) registered with the Department of Ecology (Ecology) in early 2023 to participate in the WA Clean Fuels Standard and have generated credits from the use of electricity and propane as a transportation fuel. King County reported and generated more than 17,462 credits in 2023 and 2024. Credit generation will increase as the County expands electric fueling infrastructure. Credits are sold through direct contracts between credit generators and regulated entities. Ecology does not operate an auction or market platform. Credit revenues fluctuate based on demand from regulated entities. Pursuant to King County Code 4.56, Council approval for the sale of credits of environmental attributes generated is required.

Thank you for considering this proposed Ordinance. This important legislation will help King County continue to make progress to meet the ambitious greenhouse gas emissions reductions targets the Council unanimously approved in the 2020 Strategic Climate Action Plan and will demonstrate King County's continued leadership in combatting climate change and advancing the use of low-carbon fuels.

If your staff have any questions, please contact Carrie Lee, Greenhouse Gas Reduction Manager, at 206-547-0513.

Sincerely,



for

Shannon Braddock
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Marissa Aho, Climate Director, Executive Climate Office, Office of the Executive
Michelle Allison, Director, Metro Transit
John Taylor, Director, Department of Natural Resources and Parks
Lorraine Patterson-Harris, Director, Department of Executive Services

2025 FISCAL NOTE

Ordinance/Motion: 2025-XXXX
Title: AN ORDINANCE relating to the sale of environmental attributes held by the County; authorizing the Office of Climate to enter into an agreement with an environmental services aggregator who would support the tracking and reporting of low-carbon fuels usage in County fleets and production of low-carbon fuels to generate credits in the Washington Clean Fuels Program and manage the sale of credits to producers and suppliers of regulated fuels.

Affected Agency and/or Agencies: Metro Transit; Wastewater Treatment Division; Parks Division; Solid Waste Division; Water and Land Resources Division; Road Services; Airports; Fleet Services Division; Facilities Management Division.

Note Prepared By: Carrie Lee, Executive Climate Office

Date Prepared: May 5, 2025

Note Reviewed By: Elka Peterson Horner, Office of Performance, Strategy & Budget

Date Reviewed: June 23, 2025

Description of request:

This ordinance requests authorization for the sale of environmental attributes generated by the County from the use or production of low-carbon fuels in the Washington Clean Fuels Program.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-29
Metro Transit	Various	Sale of Clean Fuels Program credits[1]	$ 619,650	$ 717,481	$ 818,941
Department of Natural Resources and Parks	Various	Sale of Clean Fuels Program credits	$ 12,875	$ 24,718	$ 28,913
Department of Executive Services	Various	Sale of Clean Fuels Program credits		$ 54,050	$ 71,802
		Sale of Clean Fuels Program credits			
TOTAL			**632,525**	**796,249**	**919,656**

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-29
N/A					
TOTAL			**0**	**0**	**0**

Expenditures by Categories

	2025	2026-2027	2028-29
TOTAL	**0**		**0**

Does this legislation require a budget supplemental? Yes/No No

Notes and Assumptions:

1. Washington Clean Fuels Program credits are currently selling at between $23-28/credit. In 2025, the carbon intensity target was strengthened and, over the next one to two years, industry experts expect credit prices to rise in response to the stronger targets, following what has been observed in California.

King County has generated credits in 2023 and 2024 from Metro Transit trolley and battery-electric bus fleets, as well as Department of Natural Resources and Parks (DNRP) Solid Waste Division and Wastewater Treatment Division Fleets. In 2025, revenues projected would include sale of the 2023, 2024, as well as 2025 generated credits.

FuSE, the third party aggregator, per the proposed Agreement in Attachment A does not directly charge King County for services and instead is compensated via a 4% fee based on revenue from credits sold on behalf of King County. Revenue estimates in this fiscal note reflect deduction of 4% for compensation for FuSE.

Revenue estimates for 2026-27 and 2028-29 biennia for each department reflect currently budgeted expansions to EV chargers owned by King County serving County fleets, as well as the public at County facilities.

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	9	**Name:**	Olivia Brey
Proposed No.:	2025-0272	**Date:**	October 6, 2025

SUBJECT

Proposed Motion 2025-0272 would approve the 2026 budget and work plan for A Regional Coalition for Housing.

SUMMARY

A Regional Coalition for Housing (ARCH) is a partnership between King County and 15 eastside cities for the purpose of preserving and increasing the supply of affordable housing in east King County. The organization, formed by interlocal agreement (ILA), provides support and services for member cities, including the development of housing policies and development regulations, coordinating with cities and assisting individuals looking for affordable housing.

The proposed overall budget reflects a 3.9 percent increase over the previous budget's expenditures and revenues. The dues for King County would increase by 3.5 percent from $227,952 in 2025 to $235,897 in 2026, which is consistent with the average member contribution increase for other member jurisdictions.

The proposed work program continues much of the work from previous years, with additional priorities determined in the 2024 Strategic Plan, including completing a study of ARCH's legal and governance structure, implementing engagement efforts, facilitating proposals for a dedicated revenue source for affordable housing, and pursuing partnerships on high impact special projects.

The proposed work program and budget appear to meet the requirements of the ARCH ILA.

BACKGROUND

Regional Affordable Housing Taskforce and the Affordable Housing Committee. The King County Council established the Regional Affordable Housing Taskforce (RAHTF) in 2017 through Motion 14873. The Taskforce was charged with developing a recommended countywide affordable housing strategy. In December 2018, the RAHTF

released its Final Report and Recommendations[1] and the King County Council declared through Motion 15372 that the recommendations therein represented the policy of the Council.

The RAHTF Five-Year Action Plan includes the strategy to "support the creation and operation of sub-regional collaborations to increase and preserve affordable housing."[2] Of this strategy there are three sub-strategies:

1. support the creation of sub-regional collaborations in all parts of King County;
2. fund operations of sub-regional collaborations; and
3. encourage the growth and success of existing sub-regional collaborations.

An Affordable Housing Committee of the Growth Management Planning council was also formed as part of the RAHTF Action Plan and is responsible for the ongoing support for sub-regional collaborations, including ARCH.

ARCH. King County has participated in ARCH through an interlocal agreement (ILA) since 1993, which was last updated in 2010[3]. The membership of ARCH has grown over the years, from the original four members (Bellevue, Redmond, Kirkland and King County) to 15 cities and King County, as well as community partners throughout the region.

The ARCH ILA requires the Executive Board to deliver a recommended budget and work program to the councils of each member jurisdiction by June 1 for the following calendar year. This proposed motion was transmitted in September.

The ARCH partnership assists with preserving and increasing the supply of housing for low- and moderate-income households in the region. ARCH assists member governments in developing housing policies, strategies, programs, and development regulations; coordinates the cities' financial support to groups creating affordable housing for low- and moderate-income households; and assists people looking for affordable rental and ownership housing.

ARCH also administers a Housing Trust Fund, as defined by the ILA, composed of contributions by member governments and disbursed to specific projects or programs. Each member government has separate subaccounts within the Housing Trust Fund so each member government can individually decide how their contributions are allocated. The balance and distribution of the Housing Trust Fund is reported on separately from the Budget and Work Program and will not be discussed in this staff report.

Ordinance 19712. Adopted in December 2023, Ordinance 19712[4] (referred to as the 2023 2nd Omnibus) changed the source for ARCH membership dues from the General

[1] RAH Report, Revised June 2019
[2] Recommendation 1 is to “create and support an ongoing structure for regional collaboration,” and Strategy B is to “support the creation and operation of sub-regional collaborations to increase and preserve affordable housing. Found in RAH Report 2019, page 24.
[3] King County – File#: 2010 - 0382
[4] King County – File #: 2023-0355

Fund to short-term lodging tax revenue. RCW 36.100.040 provides the county broad authority to use their portion of short-term lodging tax revenues "to support affordable housing programs, as determined by the county, in its sole discretion."

ANALYSIS

The proposed 2025-2026 Budget and Work Program, found in Attachment A to the proposed motion, was adopted by a vote of the ARCH Executive Board on June 13, 2024, and reaffirmed the Budget and Work Program for 2026 on June 12, 2025. The ARCH Executive Board transitioned to biennial budgeting in 2024 to streamline its work and better align with their member jurisdictions. This report will focus on the 2026 Budget and Work Program since the ILA requires annual approval of the budget and work plan by the legislative body of each member jurisdiction.

ARCH Strategic Plan Summary. The ARCH Executive Board initiated a strategic planning process in 2023, which concluded the following year. The 2024 Strategic Plan includes a focus on pursuing organizational and governance changes, engaging in targeted state and regional policy efforts that increase funding, supporting high impact special projects and local strategies, providing an efficient vehicle for members to implement local funding and developer incentive programs, and focusing on partnerships.

2025-2026 ARCH Administrative Budget. Tables 1 and 2 below provide an overview of the proposed 2026 budget. It reflects a 3.9 percent increase in expenditures and revenues.

Table 1. 2026 Proposed Revenues

Source	Revenue	% increase over 2025
Member Total Contributions[5]	$2,460,218	3.5%
Bellevue Additional Contributions for the City's Housing Stability Program Staff Position[6]	$192,472	9.3%

[5] Beaux Arts Village $3,294
Bellevue $622,327 (plus $192,472 for Bellevue's Housing Stability Program FTE)
Bothell $178,110
Clyde Hill $11,553
Hunts Point $3,294
Issaquah $162,807
Kenmore $91,517
Kirkland $380,220
Medina $10,865
Mercer Island $98,405
Newcastle $51,819
Redmond $304,655
Sammamish $251,257
Woodinville $49,440
Yarrow Point $4,758
King County $235,897

Source	Revenue	% increase over 2025
Other Income (Homeownership Program Fees and Administrative Fees)	$175,000	4.6%
Total	**$2,827,690**	**3.9%**

King County dues increased from $227,952 in 2025 to $235,897 in 2026, which represents a 3.5 percent increase. Executive staff stated that the methodology for member contributions did not change from previous years, which used a rate of $2.87 per capita for cities[7] and $2.49 per capita for the County. The increase in King County's contributions is proportionate to the average member contribution increase for other ARCH jurisdictions. The Executive's 2026-2027 Proposed Budget reflects the increase in dues, which would continue to be funded through short-term lodging tax revenues.

As to why the County's dues are lower than the cities' dues per capita, Executive staff indicate that when ARCH formed, King County's dues were equal to other ARCH members. As ARCH added programs and services, the County's per capita dues to ARCH decreased over the years, reflecting the fact that King County staffs its own housing programs and does not rely on ARCH services as much as other member jurisdictions. ARCH does provide monitoring and stewardship services for King County projects in unincorporated areas.

Table 2. 2026 Proposed Expenditures

Source	Expenditure	% increase over 2025
Personnel	$2,532,678	4.3%
Operating	$120,117	(0.6%)
In-Kind Admin/Services	$48,223	3.7%
Professional Services/Consulting	$126,673	0.7%
Total	**$2,827,690**	**3.9%**

2025-2026 ARCH Work Program. For 2025-2026, the Executive Board developed a list of priorities, which are:

- Implement annual engagement efforts with ARCH member stakeholders (including staff, planning commissioners, and elected officials) to increase knowledge and understanding of affordable housing in the region;
- Convene ARCH coalition members to develop targeted legislative priorities related to funding for affordable housing and/or reducing barriers to affordable housing development;
- Facilitate and advance proposals for dedicated revenue sources for affordable housing in East King County;

[6] Note, Bellevue's total contribution of $814,799 include the cities base membership dues, in-kind contributions for personnel, insurance, and IT services, and funding for a new staff position to administer the Bellevue Housing Stability Program funded by city sales tax revenue under RCW 82.14.530.
[7] A few small jurisdictions have established minimum dues which equate to paying more per capita.

- Complete a study of ARCH's legal and governance structure to facilitate changes that streamline processes and better advance ARCH's mission;
- Assist members to implement policies to reduce cost burden in affordable housing; and
- Pursue partnerships and advance the development of high-impact special projects, including transit-oriented development projects and other projects on public lands.

Below is a summary of the proposed work program activities, organized by categories, and a selection of subcategories and action items. Attachment A to the Budget and Work Program identifies local planning efforts by city.

Affordable Housing Investment. ARCH proposes to work within the subcategories of local investment coordination and administration, ARCH Housing Trust Fund, Bellevue Housing Stability Program, and special projects and other local housing investments.

The ARCH Housing Trust Fund invests funds from member jurisdictions towards creating and preserving affordable housing in east King County. In previous years, parity goals were established to recommend to jurisdictions how much they should contribute. The proposed work program includes activities for developing funding priorities and evaluation criteria, reviewing applications, and developing recommendations for the annual funding round. Executive staff stated that the 2025 ARCH Housing Trust Fund RFP included $3.5 million available for the 2025 application round, but that additional funds may be available based on loan repayments received, which will be confirmed in Fall 2025.

ARCH makes recommendations on the use of public funding for affordable housing by managing multiple coordinated programs to maximize the impact of local resources. The proposed work program also includes activities to provide expertise to leverage development opportunities through local housing investments, transit-oriented development sites, surplus or underdeveloped property, preservation of at-risk affordable housing, strategic predevelopment investment, and private sector engagement. Executive staff noted that ARCH also provides support to Issaquah and Bellevue to manage the cities' investments of the local sales tax funds for affordable housing.

Housing Policy and Planning. ARCH proposes to work within the subcategories of local policy, planning, and code development, Interlocal and Eastside planning activities, and state and regional policy and funding engagement. ARCH provides direct assistance to member cities on local planning efforts (housing element updates, code updates, designing incentive programs, etc.).

The proposed work program includes facilitating targeted state and regional policy efforts to increase funding and reduce barriers to affordable housing development. This may include activities such as convening coalition members to develop targeted legislative priorities, coordinating advocacy efforts with ARCH members' government relations personnel, and supporting legislative engagement by ARCH members.

ARCH will continue engaging in interlocal planning activities, including data collection, analysis, and reporting, advancing proposals for dedicated revenue strategies, coordinating policy solutions on inclusionary housing programs, and supporting middle housing/HB 1110 implementation.

Housing Program Implementation. ARCH proposes to work within the subcategories of administration of housing incentive and inclusionary programs and stewardship of affordable housing assets. The proposed work program includes the following programs to oversee affordable housing creation: ARCH Rental Program, ARCH Trust Fund Projects, ARCH Homeownership Program, and database and systems development. A list of ARCH Housing projects is available online.[8] The proposed work program also includes development of a new Trust Fund project and loan database to support loan monitoring and reporting.

Member Education, Engagement, and Community Outreach. ARCH proposes to work within the subcategories of education efforts and elected official engagement, community outreach and assistance for the public, and equitable access to affordable housing in East King County. In the proposed work program, education efforts would be focused on informing councils, planning commissions, member staff, and other elected officials about current housing conditions and successful housing programs. Public outreach activities would also include community engagement, office hours, ARCH website updates, and additional assistance for community members.

Administration. The final category includes the subcategories of administrative procedures and organizational assessment and planning. The proposed work program includes a study of ARCH's legal and governance structure to streamline decision-making and empower member jurisdictions to tackle policy challenges.

INVITED

- Sunaree Marshall, Division Director, Housing and Community Development Division, DCHS
- Lindsay Masters, Executive Director, ARCH

ATTACHMENTS

1. Proposed Motion 2025-0272 (and its attachments)
2. Transmittal letter

[8] https://www.archhousing.org/housing-trust-fund

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2025-0272.1 **Sponsors** Balducci

A MOTION approving the 2026 budget and work program for ARCH, A Regional Coalition for Housing.

WHEREAS, King County and the cities of Beaux Arts Village, Bellevue, Bothell, Clyde Hill, Hunts Point, Issaquah, Kenmore, Kirkland, Medina, Mercer Island, Newcastle, Redmond, Sammamish, Woodinville, and Yarrow Point are parties to an Amended and Restated Interlocal Agreement for ARCH A Regional Coalition for Housing, as authorized by Ordinance 16898 in 2010, and extended through July 1, 2026, by resolutions of the Executive Board of A Regional Coalition for Housing, most recently on May 14, 2020, and

WHEREAS, the interlocal agreement indicates that the recommended annual budget and work plan for A Regional Coalition for Housing ("ARCH") become effective upon approval by the legislative body of each party and final adoption by the ARCH Executive Board, and

WHEREAS, on June 13, 2024, the ARCH Executive Board recommended to the legislative body of each party the 2025-2026 ARCH Budget and Work Program as ARCH's budget and work plan, which is Attachment A to this motion;

WHEREAS, on June 12, 2025, the ARCH Executive Board reaffirmed the 2025-2026 ARCH Budget and Work Program, which is Attachment A to this motion, as ARCH’s 2026 budget and work program;

NOW, THEREFORE, BE IT MOVED BY THE COUNCIL OF KING COUNTY:

The 2026 budget and work program for ARCH, A Regional Coalition for Housing, which is Attachment A to this motion, is hereby approved.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

Girmay Zahilay, Chair

ATTEST:

_____

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Shannon Braddock, County Executive

Attachments: A. ARCH 2025-2026 Budget and Work Program

A Regional Coalition for Housing

Over 30 years of bringing cities together to house East King County

Together Center Campus
16307 NE 83rd St, Suite 201
Redmond, WA 98052
(425) 861-3677

MEMORANDUM

Date: June 26, 2024

From: Lindsay Masters, ARCH Executive Director

To: ARCH Member Councils

Subject: ARCH 2025-26 Budget and Work Program

Please find attached the 2025-26 ARCH Budget and Work Program, which was adopted by the ARCH Executive Board in June of 2024. Earlier this year, the ARCH Executive Board adopted a Strategic Plan designed to "Build More Affordable Housing Faster". This 2025-26 Budget and Work Program was crafted with the intent to move the Strategic Plan into action, elevating new strategies, building organizational capacity to implement those strategies, and carrying forward existing core work program commitments. Both the Strategic Plan and this 2025-26 Budget and Work Program are the result of collaboration and discussion among our members, and ARCH will continue to value your input and guidance as we advance these efforts.

Thank you for your support of ARCH's mission and your continued commitment to working as a coalition. Together, we are making meaningful progress and look forward to taking shared action to **build more affordable housing faster**.

Attachments:

1. ARCH Strategic Plan Summary
2. 2025-26 ARCH Administrative Budget
3. 2025-26 ARCH Work Program

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦ ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦ SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

ARCH 2024

STRATEGIC PLAN SUMMARY

BUILDING MORE AFFORDABLE HOUSING FASTER

A Regional Coalition for Housing (**ARCH**) was founded in 1992 as a joint undertaking of local jurisdictions to address the growing need for affordable housing in East King County. Since then, the dramatic growth in need for affordable housing has created greater pressure on ARCH's efforts and a widening gap in resources to effectively meet that need.



THRIVING
EAST KING COUNTY

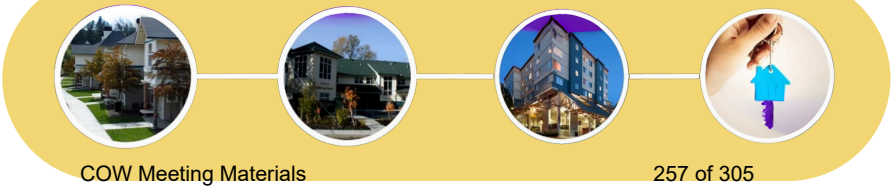
In 2023, the ARCH Executive Board initiated a strategic planning process to support its **VISION:**

> That East King County is a thriving, inclusive community where the housing needs of people of all income levels are met.

The resulting Strategic Plan creates a framework that will help align and guide ARCH over the coming years.

MEMBER JURISDICTIONS

Beaux Arts Village
Bellevue
Bothell
Clyde Hill
Hunts Point
Issaquah
Kenmore
King County
Kirkland
Medina
Mercer Island
Newcastle
Redmond
Sammamish
Woodinville
Yarrow Point



2024 STRATEGIC PLAN

TO BEGIN, WE'LL FOCUS ON:

- **Pursuing organizational and governance changes** that streamline decision-making, empower the coalition to tackle major policy challenges, and increase education and engagement by members' elected officials in affordable housing.
- **Focusing on targeted state and regional policy efforts that increase funding** and reduce barriers that contribute to the cost of affordable housing development.
- **Supporting high impact special projects and local strategies** that result in creating more affordable housing faster.
- **Providing an efficient vehicle for members to implement local funding and developer incentive programs** and steward the affordable housing assets created through those programs.
- **Focusing on partnerships** to streamline our work and support the broader range of needs of low-income renters and homeowners.

ARCH
ARCH
ARCH
ARCH

MISSION:

To preserve and increase housing for low- and moderate-income households in East King County.



FOR MORE INFORMATION CONTACT
ARCH INFO@ARCHHOUSING.ORG

Final 2025-26 ARCH Administrative Budget

Adopted by ARCH Executive Board

June 13, 2024

	2024 Adopted Budget	2025-26 Budget Recommendation			
		2025	2026	% change from '24	% change from '25
I. TOTAL EXPENSES	**$ 2,251,199**	**$ 2,720,754**	**$ 2,827,690**	**20.9%**	**3.9%**
A. Personnel	**$ 1,981,178**	**$ 2,427,721**	**$ 2,532,678**	**22.5%**	**4.3%**
Salaries	$ 1,492,415	$ 1,848,491	$ 1,911,173		
Benefits	$ 488,763	$ 579,230	$ 621,505		
B. Operating	**$ 105,192**	**$ 120,787**	**$ 120,117**	**14.8%**	**-0.6%**
Rent & Utilities	$ 44,133	$ 42,000	$ 44,133		
Telephone	$ 7,819	$ 7,840	$ 8,075		
Internet	$ 3,042	$ 3,042	$ 3,164		
Travel/Training	$ 2,600	$ 6,000	$ 6,180		
Auto Mileage	$ 1,500	$ 1,150	$ 1,185		
Postage/Printing	$ 2,678	$ 2,500	$ 2,678		
Office Supplies	$ 2,500	$ 2,700	$ 2,678		
Software licensing (website, database, etc.)	$ 21,420	$ 25,000	$ 25,750		
IT Equipment Replacement	$ 4,500	$ 8,600	$ 5,000		
Periodical/Membership	$ 15,000	$ 15,450	$ 15,914		
Misc. (furniture, events, job posting fees, etc.)	$ 3,000	$ 6,505	$ 5,361		
C. In-Kind Admin/Services	**$ 44,830**	**$ 46,495**	**$ 48,223**	**3.7%**	**3.7%**
Insurance	$ 32,000	$ 33,280	$ 34,611		
IT Services	$ 12,830	$ 13,215	$ 13,611		
D. Professional Services / Consulting	**$ 120,000**	**$ 125,750**	**$ 126,673**	**4.8%**	**0.7%**
Consultant Contracts	$ 25,000	$ 25,750	$ 26,523		
Outside Legal Counsel Contract	$ 95,000	$ 95,000	$ 95,000		
Translation and Interpretation		$ 5,000	$ 5,150		
II. TOTAL INCOME	**$ 2,251,199**	**$ 2,720,754**	**$ 2,827,690**	**20.9%**	**3.9%**
A. Member Contributions (General Fund $)	**$ 1,910,802**	**$ 2,377,357**	**$ 2,460,218**	**24.4%**	**3.5%**
Beaux Arts Village	$ 3,019	$ 3,187	$ 3,294	5.6%	3.3%
Bellevue	$ 485,060	$ 600,541	$ 622,327	23.8%	3.6%
Bothell	$ 135,990	$ 172,748	$ 178,110	27.0%	3.1%
Clyde Hill	$ 8,954	$ 11,205	$ 11,553	25.1%	3.1%
Hunts Point	$ 3,019	$ 3,187	$ 3,294	5.6%	3.3%
Issaquah	$ 126,837	$ 157,108	$ 162,807	23.9%	3.6%
Kenmore	$ 71,011	$ 88,579	$ 91,517	24.7%	3.3%
Kirkland	$ 297,651	$ 366,910	$ 380,220	23.3%	3.6%
Medina	$ 8,408	$ 10,538	$ 10,865	25.3%	3.1%
Mercer Island	$ 76,611	$ 95,259	$ 98,405	24.3%	3.3%
Newcastle	$ 40,281	$ 50,076	$ 51,819	24.3%	3.5%
Redmond	$ 234,358	$ 293,990	$ 304,655	25.4%	3.6%
Sammamish	$ 194,426	$ 243,510	$ 251,257	25.2%	3.2%
Woodinville	$ 38,041	$ 47,952	$ 49,440	26.1%	3.1%
Yarrow Point	$ 3,920	$ 4,615	$ 4,758	17.7%	3.1%
King County	$ 183,216	$ 227,952	$ 235,897	24.4%	3.5%
B. Bellevue Detail (General Fund + 1590)	**$ 661,142**	**$ 776,623**	**$ 814,799**	**17.5%**	**4.9%**
Cash Contributions	$ 212,510	$ 315,522	$ 338,836		
In-Kind Contributions	$ 448,631	$ 461,101	$ 475,963		
Personnel (Gen Fund and 1590)	$ 403,801	$ 414,606	$ 427,740		
Insurance	$ 32,000	$ 33,280	$ 34,611		
IT Services	$ 12,830	$ 13,215	$ 13,611		
C. Other Income	**$ 167,315**	**$ 167,315**	**$ 175,000**	**0.0%**	**4.6%**
Administrative Fees	$ 165,000	$ 165,000	$ 135,000		
Interest Earnings	$ 2,315	$ 2,315	$ 40,000		

ARCH WORK PROGRAM: 2025-26

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ARCH WORK PROGRAM: 2025-26

2025-26 Priorities

In 2025-26, ARCH will elevate the following priorities in its Work Program:

- Implement annual engagement efforts with ARCH member stakeholders (including staff, planning commissioners and elected officials) to increase knowledge and understanding of affordable housing in the region
- Convene ARCH coalition members to develop targeted legislative priorities related to funding for affordable housing and/or reducing barriers to affordable housing development
- Facilitate and advance proposals for dedicated revenue sources for affordable housing in East King County
- Complete a study of ARCH's legal and governance structure to facilitate changes that streamline processes and better advance ARCH's mission
- Assist members to implement policies to reduce cost burden in affordable housing
- Pursue partnerships and advance the development of high impact special projects, including transit-oriented development projects and other projects on public lands

I. AFFORDABLE HOUSING INVESTMENT

A. Local Investment Coordination and Administration

ARCH works on behalf of members to make recommendations on the use of public funding for the development and preservation of affordable housing and implement investment of local resources. This involves managing multiple types of funding through coordinated processes to maximize the impact of local resources. Specific programs are described below, with coordinated program activities including:

- **Annual Funding Round**. Advertise the collective set of available funds and manage competitive processes on behalf of member cities. Coordinate funding recommendations between programs.
- **Public Funding Coordination**. Work collaboratively with public funders at the State and local levels to promote shared affordable housing goals and equitable geographic distribution of resources. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, TOD, etc.) and State (Tax Credit, State Housing Trust Fund) resources. Provide input to the King County Joint Recommendations Committee (JRC) on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.
- **Private Funding Coordination**. Work with private investors and lenders to maximize leverage of ARCH members' investments into affordable housing and negotiate public benefits from investment of housing funds. Engage with Enterprise Community Partners and other investors on administration and potential extension of the Regional Equitable Development Initiative (REDI) Fund. Complete implementation of a Bridge Financing Pilot in partnership with Microsoft. Coordinate with Amazon to ensure projects in ARCH pipeline are considered for Amazon Housing Equity Fund program.
- **Project Pipeline Management**. Work with member cities and project sponsors to develop a robust pipeline of projects to be funded over the next five years (see related work on Transit Center sites, below). Actively vet potential projects, and lead funding policy and prioritization discussions with the ARCH Executive Board to facilitate planning and decision-making.

B. ARCH Housing Trust Fund

Annual Funding Round and Community Advisory Board. Develop funding priorities and evaluation criteria for the annual Housing Trust Fund round. Review funding applications and develop recommendations through the Community Advisory Board (CAB), with input from member staff. Develop final recommendations by the ARCH Executive Board and facilitate funding allocations through member councils. Provide ongoing support to CAB throughout the year, including conducting educational sessions to build CAB members' knowledge and capacity.

Contract Development and Administration. Prepare contract documents in consultation with legal counsel and facilitate execution of contracts with the Administering Agency (Bellevue). Review and approve disbursement of funds to awarded projects in accordance with executed contracts. Maintain and update ARCH's standard form of agreements.

Centralized Trust Fund Reporting. Work with Administering Agency to maintain records and produce regular financial reports for the ARCH Trust Fund accounts. Update internal policies and procedures regarding records maintenance efforts coordinated with the Administering Agency.

HB 1406 Sales Tax. Develop systems and procedures to manage contributions, commitments and expenditures of pooled sales tax revenue authorized by HB 1406. Work with the Department of Commerce to ensure timely and complete reporting in compliance with state requirements.

Parity Goals. Maintain annual goals for individual member investments through the ARCH HTF, while pursuing broader strategies to increase overall investment levels in affordable housing in East King County.

C. Bellevue Housing Stability Program

Annual Request for Proposals. On an annual basis, verify and advertise available funds for capital, operating and maintenance and services funds. Solicit application interest and provide in-depth review of funding applications. Develop recommendations through a Bellevue interdepartmental staff team, ensuring coordination with the Trust Fund and other regional and state funding processes. Coordinate with City staff and present recommendations to the Bellevue City Council for approval.

Contract Development and Administration, Reporting. Prepare contract documents in consultation with legal counsel and facilitate approval of contracts. Review and approve disbursement of funds to awarded projects in accordance with executed contracts. Maintain contract data and assist with regular reporting to the Bellevue City Council.

Support for Other HSP Initiatives. Provide advice and support for other City initiatives funded through the Housing Stability Program, such as acquisition and preservation partnerships. Support may include assisting with overall outreach and engagement, evaluation of project feasibility, development of funding terms and conditions and preparation of project agreements.

D. Special Projects and Other Local Housing Investments

ARCH provides expertise to advance special projects and initiatives that require unique financing, land use or partnership strategies that leverage significant development opportunities, including projects on underutilized public, nonprofit or faith community property. Activities include:

Local Housing Investments. Provide strategic policy support and administrative capacity to cities making targeted investments in housing, including RFP development and administration. Example funding types include fee in lieu funds, dedicated sales tax funds, pass through of state grant funds or other sources directed by individual cities. Ensure coordination with regional funding processes to maximize affordable housing outcomes.

Transit-Oriented Development Sites. Assist cities with advancing and coordinating affordable housing projects near transit. Partner with Sound Transit, King County Metro and other public agencies to maximize opportunities on public property. Current opportunities include sites in Bel-Red, Overlake, Downtown Redmond, Marymoor, Issaquah, Kirkland, Bothell, and Kenmore.

Surplus Property/Underdeveloped Property. Assist with evaluation of public surplus or underutilized private property (e.g., faith community properties) for suitability of affordable housing. Provide technical assistance to property owners interested in supporting affordable housing. Develop an inventory of promising public and nonprofit property and begin to engage owners to gauge interest in disposition for housing. Complete financial feasibility studies to inform potential property offerings.

Preservation of At-Risk Affordable Housing. Work with member cities to facilitate acquisitions or other strategies to preserve existing housing where affordability is at risk of being lost, including at-risk manufactured housing communities. As needed, assist with responding to notices of sale of HUD assisted properties received by member cities, or other information indicating an impending loss of existing affordable housing.

Strategic Predevelopment Investment. With approval of the Executive Board, invest in predevelopment studies to investigate feasibility of special projects.

Private Sector Engagement. Support efforts by ARCH member cities to engage employers and private sector entities in discussions around the need for more affordable housing and identifying options for public-private partnerships.

II. HOUSING POLICY AND PLANNING

A. Local Policy, Planning and Code Development

ARCH provides assistance directly to member cities on a range of local planning efforts. Local planning efforts with individual member cities may be found in *Attachment A*. These efforts may take different forms, such as:

- **Housing Element Updates**. Work with members to update comprehensive plan housing elements.
    - Assist with understanding and complying with new housing-related requirements under the Growth Management Act and Countywide Planning Policies.
    - Prepare an east King County housing needs analysis with focused analyses for each city—including projected affordable housing needs—to fulfill GMA requirements.
    - Coordinate local and ARCH affordable housing goals with King County Affordable Housing Committee and Countywide Planning Policies.
    - Assist with policy writing, outreach, presentations, etc. as needed.
- **Housing Strategy and Action Plans**. Assist members to prepare housing strategies to implement housing elements and create council work plans. Cities with completed or ongoing strategy and action plans include Bellevue, Issaquah, Kenmore, Bothell, Kirkland, Redmond, and Sammamish.

- **Incentive Program Design.** Provide economic analysis and policy and program development support to design local housing incentive programs, including land use, property tax, impact fee waivers, parking reductions and other incentives. Develop standard tools or models that can be used by member cities/staff to evaluate and design their individual affordable housing incentive/inclusionary programs.
- **Land Use Code Amendments.** Assist city staff on land use and other code amendments in order to implement comprehensive plan policies.
- **Other Support.** Other areas in which ARCH could provide support to member cities include preservation of valuable community housing assets, assistance to households displaced by development activity, review of tenant protection regulations, or negotiation of agreements for specific development proposals. ARCH views this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

B. Inter-Local / Eastside Planning Activities

Interlocal planning activities are coordinated by ARCH for the benefit of multiple members and the broader Eastside region.

Data Collection, Analysis and Reporting. Maintain and provide reporting on local housing and demographic data, including on members' progress toward meeting GMA and CPP housing requirements. Document members' investment in affordable housing in other jurisdictions and reflect these contributions in ongoing reporting. Conduct data analysis and make information available to members for planning efforts, including reporting on any locally adopted goals or initiatives or for ARCH educational efforts.

Long-Term Funding/Dedicated Revenue Strategy. Continue work on a long-term funding strategy for the ARCH Trust Fund. Facilitate conversations with member cities on identifying and exploring dedicated sources of revenue for affordable housing at the local and regional level (e.g., REET, property tax levy, commercial linkage fee, etc.). Provide relevant data and develop options for joint or individual revenue approaches across ARCH member cities and help inform potential shared state legislative priorities to authorize local options for funding.

Incentive/Inclusionary Housing Program Policies. As program implementation issues arise, assist member jurisdictions to develop coordinated policy solutions that incorporate input from the diverse range of stakeholders. Work with member city staff to develop code amendments that adapt programs to new knowledge and best practices (for example, implementing fee strategies to create sustainable revenue for monitoring, or rent limit policies for ARCH monitored housing that create more predictable outcomes for tenants and property owners).

Middle Housing/HB 1110 Implementation. Support members to implement new affordability incentives required by HB 1110, including evaluating new incentive programs and stewarding affordable units that may be created through the new regulations. In addition, support members to utilize input from a range of community-based organizations representing diverse constituents when considering middle housing regulations.

Tenant Protection Policies. Share information and help identify common policy priorities relating to tenant protections. Facilitate consideration of local regulations by ARCH members and help to encourage consistent protections for renters across the region that reduce evictions and economic displacement.

Explore Collaboration with Cities in North and East King County. As requested, engage cities interested in supporting affordable housing in north and east King County that are not currently members of ARCH. Explore collaboration that provides benefits for additional cities and current ARCH member cities. Enter into agreements to provide services to other cities, as directed by the ARCH Executive Board.

C. State and Regional Policy and Funding Engagement

ARCH will facilitate targeted state and regional policy efforts that increase funding and reduce barriers that contribute to the cost of affordable housing development. Activities may include:

- Convene coalition members to develop targeted legislative priorities related to funding for affordable housing and/or reducing barriers to affordable housing development
- Discuss and explore shared legislative priorities at the Executive Board, and identify one or two strategic legislative priorities to advance to member councils for consideration in the upcoming legislative session
- Explore opportunities to partner with relevant organizations (e.g., AWC, SCA, WLIHA, HDC)
- Collaborate with ARCH members' government relations and other key personnel to support implementation of identified legislative priorities, including coordination of advocacy efforts, informing strategy and coordinating with relevant partners
- Support legislative engagement by ARCH members, providing data, policy expertise and talking points as needed

ARCH will participate in broader regional planning efforts to advance Eastside priorities and ensure that the perspectives of communities in East King County are voiced in regional housing and homelessness planning. Such efforts include:

- **King County GMPC Affordable Housing Committee / Housing Inter-Jurisdictional Team (HIJT).** Help staff the HIJT, which provides support to the Growth Management Planning Council's Affordable Housing Committee (AHC).
- **King County Regional Homelessness Authority (KCRHA) / Eastside Homeless Advisory Committee (EHAC)**. Support Eastside collaboration in regional homelessness efforts, as appropriate and as resources allow. Collaborate with KCRHA, EHAC and other relevant organizations and initiatives to advance shared work on homelessness. Promote best practices in development of housing solutions that move people out of homelessness. Coordinate allocation of resources, and work on specific initiatives.

III. HOUSING PROGRAM IMPLEMENTATION

A. Administration of Housing Incentive and Inclusionary Programs

ARCH partners with member cities to administer local housing incentive and inclusionary programs, including mandatory inclusionary, voluntary density bonus, multifamily tax exemption (MFTE) and other programs. Specific programs administered by ARCH include:

Jurisdiction	Incentive/Inclusionary Programs
Bellevue	Voluntary density bonuses, MFTE, impact fee waivers.
Bothell	Inclusionary housing, MFTE.
Issaquah	Development agreements, voluntary and

	inclusionary programs, impact and permit fee waivers.
Kenmore	Development agreements, voluntary and inclusionary programs, MFTE, impact fee waivers.
Kirkland	Inclusionary program, MFTE.
Mercer Island	Voluntary density bonus.
Newcastle	Inclusionary program, impact fee waivers.
Redmond	Inclusionary program, MFTE.
Sammamish	Inclusionary and voluntary density bonuses, impact fee waivers.
Woodinville	MFTE.
King County	Development agreements.

ARCH roles and responsibilities will typically include:

- Work with member city staff and legal counsel to align incentive and inclusionary programs with a unified set of administrative policies, practices and templates for legal agreements
- Communicate with developers/applicants and city staff to establish applicability of codes and policies to proposed developments
- Review and approve proposed affordable housing (unit count, location/distribution, bedroom mix, and quality)
- Review and recommend approval of MFTE applications.
- Review and recommend approval of alternative compliance proposals
    - For fee in lieu projects, provide invoices and receipts for developer payments
- Develop contracts and covenants containing affordable housing requirements
- Ensure implementation of affordable housing requirements during sale/lease-up
- Register MFTE certificates with County Assessor and file annual MFTE reports with state Commerce.
- On-going compliance monitoring (see Stewardship, below).

B. Stewardship of Affordable Housing Assets

ARCH provides long-term oversight of affordable housing created through city policies and investment to ensure stewardship of these critical public assets for residents, owners and the broader community.

ARCH Rental Program (Incentive and Inclusionary Projects). Monitor and enforce compliance in rental housing projects with incentive and inclusionary housing agreements. Administer a robust compliance monitoring program, including:

- Ensure compliance with rent and income restrictions through timely annual report reviews and supplemental on-site file audits
- Provide training and technical assistance for property managers
- Maintain written standards for eligibility, leasing and other program requirements
- Implement standard remedies for non-compliance
- Respond to tenant issues and questions

ARCH Trust Fund Projects. Oversee contracts and regulatory agreements with owners of projects supported through the direct assistance from members, including:

- Monitor project income and expenses to determine cash flow payments
- Conduct long-term sustainability monitoring of projects and owners

- Proactively problem-solve financial and/or organizational challenges in partnership with project owners and other funders
- Work with legal counsel to review and approve requests for contract amendments, subordination and other agreements
- Pursue formal MOUs with other funders to govern shared monitoring responsibilities that streamline processes for owners and funders.
- Collect annual compliance data and evaluate program beneficiaries

ARCH Homeownership Program. Provide effective administration to ensure strong stewardship of resale restricted homes in the ARCH Homeownership Program, including:

- Oversee resales and new construction sales to ensure ongoing compliance with affordability, buyer eligibility and other program requirements
- Implement adopted policies and procedures for monitoring and work with cities to address non-compliance
- Distribute an annual communication with relevant homeowner resources and respond to homeowners in financial distress
- Collect program fees to ensure sustainable operations

As time and resources allow, continue to make improvements that support the objective of creating and preserving long-term affordability, including:

- Work with member planning and legal staff to make improvements to boilerplate legal documents, in consultation with key stakeholders and outside counsel, as needed
- Develop strategies to preserve homes at risk of foreclosure
- Preserve expiring units and pursue strategies to re-capture lost affordability
- Build relationships with lenders to improve ARCH homebuyers' access to financing options.
- Explore offering brokerage services or developing partnerships with realtors to provide cost-savings to homebuyers and sellers, diversify program revenue, and expand ARCH's marketing reach
- Plan for additional staff capacity as the number of ARCH homes continues to grow.
- Engage the Washington State Housing Finance Commission to evaluate and improve the ARCH Eastside Down Payment Assistance Program and make updates to provide effective financial assistance to income-eligible first-time homebuyers in East King County.

Database/Systems Development. Continue to utilize the new ARCH Homeownership Program database to collect critical program data and evaluation, compliance monitoring, communication with program participants, and other key functions. Continue to improve and streamline data systems for ARCH Rental Program and Trust Fund Program. Develop a new Trust Fund project and loan database to assist with timely loan monitoring and reporting. Update information systems to ensure accurate, efficient recording of transactions within ARCH Trust Fund accounts.

IV. MEMBER EDUCATION, ENGAGEMENT AND COMMUNITY OUTREACH

A. Education Efforts and Elected Official Engagement

Member Education and Engagement. Develop educational tools and conduct or support events to inform councils, planning commissions and member staff of current housing conditions, and of successful housing

programs. Engage elected officials through tours, educational workshops and briefings to build understanding and support for affordable housing, key policy and funding tools, and the role of ARCH and local jurisdictions in meeting the needs of low-income households.

Housing 101. Plan and conduct a Housing 101 event.

B. Community Outreach and Assistance for the Public

Community Engagement. Host ARCH events to share information about ARCH programs with diverse communities. Participate in city and community events to promote ARCH programs across East King County (EKC). Build connections with community groups, faith communities, developers, nonprofits and others interested in housing issues.

Office Hours. Provide published office hours, consistent with public health guidelines, for appointments or walk-in customer service. Open office hours will be advertised on the ARCH website and ARCH Facebook page and shared with partner organizations.

ARCH Website. Continually update and build on information in the ARCH website. Maintain information on the most urgently needed resources in the community, including rental assistance, no-cost legal services, mortgage assistance, and senior resources available in East King County.

Assist Community Members Seeking Affordable Housing. Maintain up-to-date information on affordable housing in East King County (rental and ownership) and distribute to people looking for affordable housing. Continue to maintain a list of households interested in affordable ownership and rental housing and advertise newly available housing opportunities. Work with other community organizations and public agencies to develop appropriate referrals for different types of inquiries received by ARCH (e.g., rapid re-housing, eviction prevention, landlord tenant issues, building code violations, fair housing complaints, etc.).

C. Equitable Access to Affordable Housing in East King County

Develop outreach and marketing efforts to maximize awareness of affordable housing opportunities in East King County. Build relationships and partnerships with community-based organizations, faith communities, service providers and others interested in affordable housing access. Collect and analyze data on existing programs to determine potential gaps in access by different populations, such as communities of color, immigrant and refugee communities, homeless individuals and families, and workers in EKC commuting from other communities. Evaluate strategies and outreach goals to increase access to affordable housing in EKC by underserved communities.

V. ADMINISTRATION

A. Administrative Procedures

Maintain administrative procedures that efficiently and transparently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Activities include:

- Prepare the Annual Budget and Work Program and ensure equitable allocation of administrative costs among ARCH members.

- Prepare quarterly budget and work program progress reports, Trust Fund reports, and monitor expenses to stay within budget.
- Manage the ARCH Community Advisory Board, including recruiting and maintaining membership that includes broad geographic representation and a wide range of housing and community perspectives.
- Staff the Executive Board.
- Work with Administering Agency to streamline financial systems.
- Review and update bylaws and ensure timely renewal of the ARCH Interlocal Agreement.

B. Organizational Assessment and Planning

The ARCH Executive Board will continue to evaluate ARCH's organizational capacity to accomplish its Work Program and broader mission. The Board will review ARCH's organizational structure, staffing resources, capital resources and other aspects of the organization to determine any gaps and assess options for right-sizing organizational capacity. The assessment will inform recommendations for the following year's work program and budget.

In 2025-26, this work will include implementing actions and recommendations from ARCH's strategic planning process, including completing a study of ARCH's legal and governance structure, and pursuing organizational changes. These changes will focus on streamlining decision-making, empowering the coalition to tackle major policy challenges, and increasing education and engagement of elected officials. The Board will monitor progress on ARCH's Strategic Plan and make adjustments to respond to new conditions and opportunities.

Attachment A: Local Planning Efforts by City

ARCH staff will assist members' staff, planning commissions, and elected councils with local policy, planning and special projects and initiatives, as described below. Member city staff may make adjustments to the proposed actions identified below as individual city work plans are updated.

Bellevue

Support ongoing monitoring and reporting required by the King County Countywide Planning Policies.

Support actions to implement Bellevue's Affordable Housing Strategy, including:

- Assist staff with engagement and pre-development support for affordable housing on suitable land owned by public agencies, faith-based groups, and non-profit housing entities (C-1).
- Participate in developer selection processes and work with staff to develop a funding strategy for affordable housing on suitable public lands in proximity to transit hubs, including Barrier Porsche, 130th TOD parcels, Metro (Civic Center site), and Lincoln Center parcel.
- Provide consultation on a comprehensive acquisition strategy, such as preservation of existing naturally occurring affordable housing, setting up a community land trust, and an expanded homeownership program.

Support the update of Bellevue's Affordable Housing Strategy to achieve the City's new affordable housing target.

Provide ongoing support to implement investment of funds authorized by HB 1590, or other city funds as directed.

Provide research and input on potential code amendments concerning:

- Affordability in middle housing under HB 1110
- Affordability with the residential FAR increases in mixed-use land use districts (Phase 2 FAR Increase project)

Bothell

Support updating the city's (2018) Housing Strategy Plan to implement the City's updated Comprehensive Plan to be completed in 2024.

Assist in the refinement of local code updates, such as inclusionary zoning, middle housing, and MFTE standards, to increase housing supply and meet regional growth targets.

Support affordable housing opportunities, especially in the Downtown/Canyon Park areas, including production strategies for city-owned property.

Help to identify potential Bothell Trust Fund projects.

Evaluate affordable housing incentives and requirements such as parking reductions or other development incentives, code amendments that add capacity and rezones, and implement those adopted.

Support further updates to policies and codes for affordable housing options, including ADUs, micro-housing, small efficiency dwelling units, and "missing middle" housing.

Help pursue funding and implement further outreach, equity, and implementation measures to encourage more middle housing and address potential displacement.

Issaquah

Assist with implementation of affordable units within the Issaquah Highlands Hight Street Collection Residential Target Area.

Provide data for the annual Housing Report Card and Dashboard.

Provide technical support and assist with the housing analysis for development of potential code amendments concerning:

- Inclusionary zoning (in conjunction with changes to density, parking, and other regulations) and multifamily tax exemptions.
- Middle housing and ADUs in wake of new state legislation.

Help to evaluate potential projects/opportunities that arise under current or amended Development Agreements (e.g., Lakeside, Rowley) and prepare contractual agreements as needed.

Support implementation and funding of the city's TOD project with the King County Housing Authority.

Kenmore

Assist with implementing a high priority item identified in the Housing Strategy Plan, as requested.

Assist with updating the Housing Strategy Plan.

Continue support of the Preservation of Affordable Housing/Mobile Home Park project started in 2018.

Assist with any amendments needed to the Comprehensive Plan Housing Element update, including help with new affordable housing targets.

Assist with ongoing implementation and monitoring of the adopted Affordable Housing Targets.

Provide technical support, data, and best practices to assist with potential code changes, such as for "missing middle" housing amendments or amendments to the Multifamily Tax Exemption (MFTE) regulations.

Advance opportunities to site affordable housing in Kenmore, such as near ST3 transit investments, or on other public, nonprofit, and faith-based community property. Help evaluate and identify potential properties, partners, and financing strategies.

Provide technical support in proposal review, and assistance on financing strategies to advance siting the Imagine Housing affordable housing project on the City owned Holt property.

Provide technical support to assist with developing policies and regulations required to implement new state legislation (e.g. ADU regulations, missing middle regulations, TOD regulations).

Provide technical support with developing shelter, transitional housing, emergency housing, and permanent supportive housing (STEP) policies and regulations.

Kirkland

Evaluate housing-related issues in 2044 Comprehensive Plan Update.

Support the development of code amendments implementing housing policies in the 2044 Comprehensive Plan, such as:

- Evaluating inclusionary requirements across multiple scales of development and in zoning districts that do not currently have requirements (such as the downtown and lower intensity residential areas).

- Incentivizing larger (3+ bedroom) affordable housing units.
- Examining additional incentives for the creation of affordable housing.

Provide research and input on potential code amendments concerning affordability in middle housing under HB 1110.

Help review the effectiveness and value of the current MFTE program.

Assist with updating the City's Housing Dashboard and ongoing implementation and monitoring of the adopted Affordable Housing Targets.

Assist the City with its reevaluation of parking standards as they relate to affordable housing.

Mercer Island

Assist the City with implementation of goals and policies in the 2024 Comprehensive Plan Housing Element, including updates to regulations and programs to work toward achieving the City's affordable housing targets.

Provide technical assistance in developing policies and regulations required to implement new state legislation related to middle housing, ADUs and STEP housing.

Provide technical assistance in evaluating the City's existing affordable housing incentives and considering additional or expanded incentives and requirements.

Newcastle

Provide technical assistance in developing policies and regulations required to implement new state legislation (e.g. ADU regulations, missing middle regulations, STEP housing).

Provide technical assistance in evaluating the City's existing affordable housing incentives and considering additional or expanded incentives and requirements.

Redmond

Provide advice and technical support to evaluate and refine existing inclusionary and incentive programs, focusing on Downtown and Marymoor centers.

Provide technical support for outreach and education efforts.

Support partnerships with transit agencies to advance affordable housing within transit-oriented developments, including at Overlake and Southeast Redmond.

Help city staff write and propose comprehensive plan and code amendments for meeting existing and future housing needs, including residential zone consolidation and regulations. Support neighborhood plan update process.

Assist with potential strategies for increasing housing capacity from commercial development, such as housing over big box stores and commercial spaces in mixed-use buildings.

Continued support for implementing adopted Housing Action Plan. Continued support for evaluating opportunities identified in the HUD Thriving Communities Technical Assistance consultant work.

Sammamish

Partner with city staff to refine the Housing Action Plan/Housing Diversification Toolkit implementation plan by creating detailed work plans and identifying related budget needs.

Support city staff in responding to public inquiries related to affordable housing development.

Collaborate with city staff to evaluate the best use of HB 1590 Health Through Housing Initiative local share funding.

Collaborate with city staff to advocate for new and flexible funding options for local jurisdictions that address the need for affordable housing at low—and moderate-income levels, such as a local option, Real Estate Excise Tax (REET).

Collaborate with city staff to advocate for requirements and supporting resources to ensure affordable housing is included in future planning for growth near fixed-route transit, with affordability goals for transit-oriented development.

Assist the city with private development proposals that maximize affordable housing elements by leveraging the City's affordable housing requirements and incentives.

Support the city in negotiating and drafting affordable housing components of potential development agreements to strengthen developer housing affordability obligations

Support city staff in identifying and cultivating relationships with landowners, nonprofit developers, public agencies, faith-based organizations, and affordable housing providers to identify land appropriate for affordable housing development projects and facilitate housing development

Support city staff in developing and updating sub-area and neighborhood center plans to ensure the inclusion of affordable housing that maintains feasibility and supports the overall vision for those areas, starting with the completion of amending the City’s Town Center Plan. This will include technical assistance related to the viability of different affordable housing scenarios and technical support in completing environmental impact statements

Woodinville

Assist in evaluating options and developing proposals for programs and code amendments following the city’s new Housing Action Plan.

King County

Provide monitoring and stewardship services for affordable housing in the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements.

Partner with King County to preserve affordable homes with expiring covenants in unincorporated areas.

Help advance the goals and policies of the Countywide Planning Policy Housing Chapter and where feasible, support the Affordable Housing Committee in executing the CPP Housing Chapter accountability framework, including annual monitoring and reporting.

King County
Shannon Braddock
King County Executive
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September 2, 2025

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

Dear Councilmember Zahilay:

This letter transmits the recommended 2026 budget and work program for A Regional Coalition for Housing (ARCH) and a proposed Motion that would, if enacted, approve the budget and work program. King County Council's annual approval of the ARCH budget and work program is required pursuant to the interlocal agreement between King County and ARCH authorized by Ordinance 16898 and extended by resolutions of the ARCH Executive Board.

ARCH coordinates with other public and private organizations to provide housing policies and programs that address homelessness and the lack of affordable housing in East King County. The coalition efficiently accomplishes this by combining local resources. This proposed legislation would approve, as the 2026 budget and work program, the biennial 2025-26 Budget and Work Program that the ARCH Executive Board initially recommended on June 13, 2024. At its June 12, 2025 meeting, the ARCH Executive Board reaffirmed the 2025-2026 Work Program and Budget as its recommended budget and work program for 2026. It would serve north and east King County residents by ensuring ARCH has the necessary budgetary authority to operate in 2026 and complete its 2026 work program.

If approved by all parties, the 2026 budget includes a $7,945 increase (3.5 percent) to King County's ARCH dues compared to 2025, up to $235,897. The percent of increase in dues between 2025 and 2026 for King County matches the average member contribution increase for other ARCH jurisdictions. The added funding will support the organization's increased personnel and operating costs in 2026. ARCH's overall budget increased 3.9 percent between 2025 to 2026.

ARCH's 2026 work program priorities include:

- completing a study of ARCH's legal and governance structure to streamline processes and better advance ARCH's mission;
- implementing annual engagement efforts with ARCH member stakeholders to increase knowledge and understanding of affordable housing in the region;
- facilitating and advancing proposals for dedicated revenue sources for affordable housing in east King County, and
- pursuing partnerships and advancing the development of high impact special projects, including transit-oriented development projects and other projects on public lands.

This proposed legislation reflects the collaboration of multiple local governments pooling resources for efficient and strategic spending. This approach aligns with King County Countywide Planning Policies H-6, H-7, and H-14 by supporting the creation and operation of subregional collaborations to increase and preserve affordable housing in King County.

Thank you for your consideration of this proposed Motion. If your staff have any questions, please feel free to contact Kelly Rider**,** Director, King County Department of Community and Human Services, at 206-263-5780.

Sincerely,



for

Shannon Braddock
King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Kelly Rider, Director, Department of Community and Human Services

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda	10	**Name:**	Olivia Brey
Proposed No.:	2025-0273	**Date:**	October 6, 2025

SUBJECT

Proposed Motion 2025-0273 would approve the 2026 operating budget and work plan for South King Housing and Homelessness Partners.

SUMMARY

South King Housing and Homelessness Partners (SKHHP) is a housing collaborative of 12 jurisdictions established by an interlocal agreement (ILA) focused on increasing housing stability, reducing homelessness, and producing and preserving affordable housing in the southern region of the County.

In the proposed 2026 budget, total revenues and expenditures would increase seven percent, and member contributions would increase 15 percent per tier from 2025. King County's contribution would be maintained at $75,000 due to a prior agreement.

The proposed work plan includes four goals with action items and indicators under each goal. The goals for 2024 include funding the expansion and preservation of affordable housing, developing policies to expand and preserve affordable housing, serving as advocates for South King County, and managing operations and administration. The Executive's transmittal letter noted that most goals are continuing the work from previous years, but two additional actions include organizing a tour of affordable housing sites in South King County and establishing and implementing a monitoring and compliance program to ensure that SKHHP-funded project maintain affordability.

The proposed work plan and budget appear to meet the requirements of the ILA.

BACKGROUND

Regional Affordable Housing Taskforce and the Affordable Housing Committee. The King County Council established the Regional Affordable Housing Taskforce (RAHTF) in 2017 through Motion 14873. The Taskforce was charged with developing a recommended countywide affordable housing strategy. In December 2018 the RAHTF released its Final Report and Recommendations[1] and the King County Council declared

[1] RAH Report, Revised June 2019

through Motion 15372 that the recommendations therein represented the policy of the Council.

The RAHTF Five-Year Action Plan includes the strategy to "support the creation and operation of sub-regional collaborations to increase and preserve affordable housing. "[2] Of this strategy, there are three sub-strategies:

1. support the creation of sub-regional collaborations in all parts of King County;
2. fund operations of sub-regional collaborations; and
3. encourage the growth and success of existing sub-regional collaborations.

An Affordable Housing Committee of the Growth Management Planning Council was also formed as part of the RAHTF Action Plan and is responsible for the ongoing support for sub-regional collaborations, including SKHHP.

2019-2020 Biennial Budget. During the 2019-2020 Biennial Budget deliberations, the Council added Expenditure Restriction ER4 on the Housing and Community Development fund.[3] ER4 restricted $300,000 for the development of regional housing collaboration similar to A Regional Coalition for Housing (ARCH). ARCH is a coalition between King County and several cities in East King County to facilitate local government support for increasing the supply of affordable housing.

Of this amount, $150,000 was required to support the development of a south King County housing collaboration. The remaining funds were to go towards housing collaborations in other areas of the county, including north King County and the Snoqualmie Valley.

Ordinance 18945 - SKHHP ILA. As a result of the restricted funds from the 2019-2020 Biennial Budget, the Council approved Ordinance 18945,[4] which authorized the Executive to enter into an interlocal agreement (ILA) for the creation of SKHHP. The ILA cities are Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, and Tukwila.[5]

This ILA was modeled after the ILA between the County and ARCH, with requirements that include an Executive Board, as well as an Advisory Board. It also provided for a funding structure that would allow for contributions from city and county parties to cover operational costs, as well as possible contributions for additional affordable housing.

The SKHHP ILA requires that the legislative body of each party approve the recommended budget and work plan for adoption by the SKHHP executive board on an annual basis.

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[2] Recommendation 1 is to “create and support an ongoing structure for regional collaboration,” and Strategy B is to “support the creation and operation of sub-regional collaborations to increase and preserve affordable housing. Found at here, page 24.
[3] King County - File#: 2018-0465
[4] King County - File#: 2019-0141
[5] Maple Valley and SeaTac have since been added as collaborative partners. According to the ILA, additional members can be added to the ILA with a vote of a two-thirds majority of the membership of the Executive Board.

ANALYSIS

The proposed 2026 Operating Budget and Work Plan, found in Attachment A to the proposed motion, was adopted by a unanimous vote of the SKHHP Executive Board on May 16, 2025.

Proposed 2026 Work Plan. The work plan was developed in collaboration with the Executive Board, Advisory Board, and staff work group.

The work plan includes the purpose of the document, background information, and the SKHHP mission statement. It also identifies four goals with corresponding action items and indicators under each goal. Each of the action items is prioritized as higher, medium, or lower priority.

Quarterly budget and progress reports will continue to be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction quarterly. The quarterly reports include reporting on the indicators for each goal.

Below is a summary of the proposed goals and a selection of action items, which are described in greater detail in Attachment A to the proposed motion under Resolution 2025-01.

Goal 1 - Fund the expansion and preservation of affordable housing. Higher priority action items under this goal include pooling resources for the Housing Capital Fund (HCF); developing contract documents for projects ready to move forward; facilitating approval for recommended projects from the HCF; and managing the 2026 HCF funding round. An action item to encourage investment by private investors, lenders, and philanthropies was included as a medium priority.

Goal 2 - Develop policies to expand and preserve affordable housing. Medium priority action items under this goal include facilitating implementation of housing preservation strategies and facilitating technical assistance and updates to the Affordable Housing Inventory Dashboard. Lower priority action items include building relationships with developers; convening land use planners; and developing SKHHP Executive Board briefings on key housing and homelessness topics.

Goal 3 - Serve as an advocate for South King County. A Medium Priority action item under this goal is to collaborate with public funders at state and local levels on shared affordable housing goals. Additional action items, all Lower Priority, include coordinating with the Advisory Board, housing organizations, and stakeholder groups; representing SKHHP at local and regional meetings and forums; meeting with legislators to inform about SKHHP; connecting affordable housing developers with property owners; and organizing a tour of affordable housing sites in South King County, including Housing Capital Fund supported projects.

Goal 4 - Manage operations and administration. Higher priority action items under this goal include developing the annual work plan and budget; generating quarterly progress reports; working with the administering agency to maintain records; organizing monthly Executive and Advisory Board public meetings; and establishing and implementing a

monitoring and compliance program for Housing Capital Fund projects. A medium priority action item to maintain the SKHHP website was also included.

Proposed 2026 Budget. The proposed 2026 Operating Budget, both revenues and expenses, is included in Attachment A to the proposed motion under "Resolution 2025-01, Attachment B."

Member contributions from cities would increase 15 percent, which is consistent with last year's increase. The revenues from King County are split into two contributions. Executive staff state that King County agreed in the early stages of SKHHP to contribute $75,000 to support the collaboration. The first contribution is based on the County's unincorporated population size, while the second amount is what King County agreed to contribute to reach the $75,000. DCHS expects that as dues increase for other jurisdictions, the County's contribution will hold steady at $75,000 until its additional contribution is fully absorbed into the regular population-based contribution. King County's contribution to SKHHP is funded by a combination of state funds and Document Recording Fees.

Total revenues, as shown in Table 1, would increase seven percent over 2025. The Executive Board proposes to spend down approximately $44,000 in fund balance to cover the gap between revenues and expenses, which is about 25 percent less than last year's spend down balance.

Table 1. Proposed 2026 Revenues

Source	Revenue	% change from 2025
Auburn	$52,295	15%
Burien	$30,171	15%
Covington	$15,086	15%
Des Moines	$15,086	15%
Federal Way	$68,386	15%
Kent	$68,386	15%
Maple Valley	$15,086	15%
Normandy Park	$8,045	15%
Renton	$68,386	15%
SeaTac	$15,086	15%
Tukwila	$15,086	15%
Unincorporated King County (population based)	$68,386	15%
King County Additional Contribution	$6,614	(57%)
Office space (in-kind donation)	$12,000	0%
TOTAL REVENUES	**$458,099**	**12%**
Spend down balance	*$43,876*	*(25%)*
TOTAL	**$501,975**	**7%**

Proposed expenses for 2026, shown in Table 2, would increase seven percent over 2025. Executive staff noted that the increase in the other professional services and miscellaneous source is due to an increase from $25,000 to $30,000 in contract attorney expenses and a biennial data update to the SKHHP Affordable Housing Inventory Dashboard. Travel expenditures are also increasing due to inflation and anticipated higher fuel costs.

Table 2. Proposed 2026 Expenditures

Source	Expenditure	% change from 2025
Salaries and benefits	$321,487	0%
Other professional services/misc.	$81,945	43%
Office space (in-kind donation)	$12,000	0%
Supplies	$2,000	0%
Interfund Allocations[6]	$40,000	14%
10% Administrative Fee	$44,543	7%
TOTAL	**$501,975**	7%

The proposed revenues and expenditures would leave an ending fund balance at the end of 2026 of $293,417.

The ILA requires that contributions to the operating fund from member jurisdictions are determined by groupings of like-sized cities based on population, or a contribution methodology that is approved by 2/3 majority of the Executive Board. Table 3 shows the population tiers and the corresponding member contributions for 2026. Member contributions have increased by 15 percent compared to 2025, which Executive staff noted is per a policy that the Executive Board adopted in July 2021 and remains in place through 2026.

Table 3. 2026 Member Contributions

Population Tier	2026 Contribution
<10,000	$8,045
10,001 to 35,000	$15,086
35,001 to 65,000	$30,171
65,001 to 100,000	$52,295
100,000+	$68,386

INVITED

[6] According to Executive staff, interfund allocations are what SKHHP is charged by their administering agency, City of Auburn, for its IT services All departments at the City of Auburn pay for these fees. The price is based on the number of full-time employees, of which SKHHP has two.

- Sunaree Marshall, Division Director, Housing and Community Development Division, DCHS
- Claire Goodwin, Executive Director, SKHHP

ATTACHMENTS

1. Proposed Motion 2025-0273 (and its attachments)
2. Transmittal Letter

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2025-0273.1 **Sponsors** Balducci

A MOTION approving the 2026 work plan and 2026 budget for SKHHP, South King Housing and Homelessness Partners.

WHEREAS, King County and the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, and Tukwila are parties to an Interlocal Agreement for South King Housing and Homelessness Partners, as authorized by Ordinance 18945, and

WHEREAS, the interlocal agreement indicates that the recommended annual budget and work plan for South King Housing and Homelessness Partners ("SKHHP") become effective upon approval by the legislative body of each party and adoption by the SKHHP executive board, and

WHEREAS, on May 16, 2025, the SKHHP executive board recommended to the legislative body of each party, as SKHHP's work plan and budget, the SKHHP 2025 Work Plan and the 2026 SKHHP Operating Budget, which is Attachment A to this motion;

NOW, THEREFORE, BE IT MOVED BY THE COUNCIL OF KING COUNTY:

The 2026 work plan and 2026 budget for SKHHP, South King Housing and Homelessness Partners, which is Attachment A to this motion, is hereby approved.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

Girmay Zahilay, Chair

ATTEST:

_____

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Shannon Braddock, County Executive

Attachments: A. Adopted SKHHP 2026 Work Plan and Budget 2025-5-16

RESOLUTION NO. 2025-01

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2026 SKHHP WORK PLAN AND OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, upon adoption by the Executive Board, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, if a party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the budget and work plan with a two-thirds majority vote; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2026 work plan includes four goals with corresponding action items that further SKHHP's mission.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

Section 1. The Executive Board adopts the 2026 SKHHP Work Plan in Attachment A.

Section 2. The Executive Board adopts the 2026 SKHHP Operating Budget in Attachment B.

Section 3. Each party's contribution to SKHHP's operating budget will be transmitted on an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and signed this 19th day of May, 2025.

Nancy Backus

NANCY BACKUS, CHAIR, SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

RESOLUTION 2025-01 – ATTACHMENT A

SKHHP 2026 WORK PLAN

PURPOSE

Establish a 2026 SKHHP work plan and budget that is guided by Executive Board priorities, is consistent with the SKHHP Interlocal Agreement, and furthers SKHHP's mission.

BACKGROUND

Established by an interlocal agreement, SKHHP jurisdictions work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. The 2026 SKHHP work plan builds on work done in previous years and was developed in collaboration with the Executive Board and staff work group.

The work plan is organized into four goals with corresponding action items. Each action is identified by priority as follows:

- Higher – Identified as higher priority by Executive Board or is necessary to carry out the Interlocal Agreements
- Medium – Identified as mid-level priority
- Lower – Identified as lower priority

Quarterly budget and progress reports on the status of the work plan elements will be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction as follows:

Quarter 1: May | **Quarter 2:** August | **Quarter 3:** November | **Quarter 4:** February

In accordance with the Interlocal Agreement, the 2026 SKHHP work plan and budget will be approved by the SKHHP Executive Board and the legislative body of each member jurisdiction.

SKHHP MISSION

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

GOALS & ACTIONS

Goal	Actions
1. Fund the expansion and preservation of affordable housing.	1 through 5
2. Develop policies to expand and preserve affordable housing.	6 through 10
3. Serve as an advocate for South King County.	11 through 16
4. Manage operations and administration.	17 through 22



Goal 1

Fund the expansion and preservation of affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
1. Pool resources from member cities for the Housing Capital Fund, including SHB 1406 funds, HB 1590 funds, and general funds.	•••
2. Develop and execute contract documents and covenants for projects ready to move forward from 2023-24 Housing Capital Fund funding rounds.	•••
3. Facilitate approval from participating Councils of recommended projects from 2025 Housing Capital Fund funding round and prepare contract documents and covenants for any projects ready to move forward.	•••
4. Manage 2026 Housing Capital Fund funding round including adopting annual guidelines, updating application materials, soliciting proposals, and facilitating project selection.	•••
5. Encourage investment in South King County by private investors, lenders, and philanthropies.	••
Indicators	
○ Number of housing units and number of projects funded with financial support from SKHHP	
○ Number of housing units preserved with financial support from SKHHP	
○ Total dollar amount pooled by member jurisdictions for Housing Capital Fund	
○ Total dollar amount from new sources of revenue added to the Housing Capital Fund	
○ Geographic diversity of applications received for annual Housing Capital Fund funding round	



Goal 2

Develop policies to expand and preserve affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
6. Facilitate implementation of subregional affordable housing preservation strategies in coordination with South King County long-range planners.	••
7. Facilitate updates to the Affordable Housing Inventory Dashboard.	••
8. Convene land use planners (SoKiHo) to increase coordination and collaboration on housing policy and planning.	•
9. Build relationships with developers to learn from their perspective the ways to encourage housing development, especially affordable housing.	•
10. Develop SKHHP Executive Board briefings on key housing and homelessness topics, especially as they relate to the goals of the work plan.	•
Indicators	
○ Number of subregional housing preservation strategies facilitated or supported	
○ Successful progress on update to the Affordable Housing Inventory Dashboard	
○ Number of relationships fostered with developers	
○ Number of Executive Board briefings on key housing and homelessness topics	



Goal 3

Serve as an advocate for South King County.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
11. Work collaboratively with public funders at the state and local levels to increase alignment and promote shared affordable housing goals and equitable geographic distribution of resources.	••
12. Coordinate with the Advisory Board in collaboration with housing organizations and stakeholder groups to provide education and engagement opportunities for elected officials and community members.	•
13. Represent SKHHP at relevant local and regional meetings and forums that help advance SKHHP's mission and provide a voice for increasing access to safe, healthy, and affordable housing in South King County.	•
14. Connect affordable housing developers with property owners who intend to sell naturally occurring affordable housing in coordination with member cities.	•
15. Meet with legislators as opportunities arise to inform about SKHHP's mission, goals, and the Housing Capital Fund and host a legislative forum (odd numbered years).	•
16. Organize a tour of affordable housing sites in South King County with priority given to visiting Housing Capital Fund supported projects (even numbered years).	•
Indicators	
○ Number of collaborative work sessions held with public funders	
○ Number of events or engagement opportunities Advisory Board members organize or support	
○ Number of meetings, forums, or events attended that advance SKHHP's mission	
○ Number of meetings with legislators that promote SKHHP and South King County	
○ Number of affordable housing developers connected with property owners intending to sell naturally occurring affordable housing	
○ South King County legislative forum or affordable housing tour successfully executed	



Goal 4

Manage operations and administration.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
17. Develop annual work plan and budget.	•••
18. Generate and distribute quarterly progress reports to SKHHP Executive Board and member jurisdictions.	•••
19. Work with administering agency to maintain records and produce regular financial reports for the SKHHP Housing Capital Fund and SKHHP Operating Account.	•••
20. Organize and host monthly Executive and Advisory Board public meetings.	•••
21. Establish and implement monitoring and compliance process to ensure Housing Capital Fund projects maintain affordability for tenants.	•••
22. Maintain and update the SKHHP website.	••
Indicators	
○ Work plan and budget adopted	
○ Quarterly progress reports prepared and presented to Executive Board	
○ Financial reports and public records maintained	
○ Monthly Executive and Advisory Board meetings held	
○ Process established for monitoring and compliance of Housing Capital Fund projects	
○ Website maintained	

RESOLUTION 2025-01 – ATTACHMENT B

2026 SKHHP Operating Budget

Estimated beginning fund balance - January 1, 2026	$	337,293
Estimated ending fund balance - December 31, 2026	$	293,417
REVENUES		
Auburn	$	52,295
Burien	$	30,171
Covington	$	15,086
Des Moines	$	15,086
Federal Way	$	68,386
Kent	$	68,386
Maple Valley	$	15,086
Normandy Park	$	8,045
Renton	$	68,386
SeaTac	$	15,086
Tukwila	$	15,086
King County*	$	68,386
Additional King County*	$	6,614
Office space (in-kind donation)	$	12,000
TOTAL REVENUES	**$**	**458,099**
Spend down balance	$	43,876
TOTAL	**$**	**501,975**
EXPENSES		
Salaries & Wages	$	253,191
Benefits	$	68,296
Professional Services	$	81,945
Interfund Allocations	$	40,000
Office Space (in-kind donation)	$	12,000
Supplies	$	2,000
Subtotal	**$**	**457,432**
Administering agency - 10% admin fee**	$	44,543
TOTAL	**$**	**501,975**
RESERVE		
TOTAL	**$**	**501,975**

*King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of $75,000 per year.

**10% administrative fee is calculated as a percentage of operating costs which excludes in-kind donations and carry-forwards.

King County
Shannon Braddock
King County Executive
401 Fifth Avenue, Suite 800
Seattle, WA 98104
206-296-9600 Fax 206-296-0194
TTY Relay: 711
www.kingcounty.gov

September 2, 2025

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

Dear Councilmember Zahilay:

This letter transmits South King Housing and Homelessness Partners' (SKHHP) recommended 2026 budget and work plan, and a proposed Motion that would, if enacted, approve the budget and work plan. The Interlocal Agreement for SKHHP, authorized by Ordinance 18945, requires King County Council approval of the SKHHP budget and work plan for them to become effective.

SKHHP coordinates with other public and private organizations to provide housing policies and programs that complement efforts to address homelessness and the lack of affordable housing. This proposed legislation would approve the budget and work plan as recommended by the SKHHP Executive Board on May 19, 2025. This action would serve south King County residents by ensuring SKHHP has the necessary budgetary authority to operate in 2026 and complete its 2026 work plan.

The 2026 SKHHP work plan includes four high level goals:

1. Funding the expansion and preservation of affordable housing;
2. Developing policies to expand and preserve affordable housing;
3. Serving as an advocate for South King County, and
4. Managing operations and administration.

Each workplan goal has specific actions for 2026 and indicators to measure progress towards each goal. While most goals and actions continue the work from previous years, there are two additional actions in the 2026 SKHHP work plan. These include organizing a tour of

affordable housing sites in South King County to advance SKHHP's goal of serving as an advocate for South King County and establishing and implementing a monitoring and compliance process to ensure that SKHHP's Housing Capital Fund projects maintain affordability for tenants. The SKHHP 2026 budget will increase by about seven percent as compared to the 2025 budget, from $468,237 to $501,975. King County's annual contribution will remain $75,000.

This proposed legislation reflects the collaboration of multiple local governments pooling resources for efficient and strategic spending. This approach aligns with King County Countywide Planning Policies H-6, H-7, and H-14 by supporting the creation and operation of subregional collaborations to increase and preserve affordable housing in King County.

Thank you for your consideration of this proposed Motion. This legislation will help support housing affordability for South King County residents of all income levels.

If your staff have any questions, contact Kelly Rider**,** Director, King County Department of Community and Human Services, at 206-263-5780.

Sincerely,



for

Shannon Braddock
King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Kelly Rider, Director, Department of Community and Human Services

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	11	**Name:**	Sam Porter Olivia Brey
Proposed No.:	2025-0284	**Date:**	October 6, 2025

SUBJECT

A proposed ordinance to align the membership of the King County Board of Health with RCW 70.05.03 as amended by Engrossed Second Substitute House Bill 1946 in 2025, and adding two elected member positions to balance the additional nonelected positions in alignment with state law.

SUMMARY

Proposed Ordinance 2025-0284 would update the membership of the King County Board of Health (Board) to comply with state law. RCW 70.05.030 was amended in 2025 so that the Board shall include a representative from each of the federally recognized tribes that have reservation or trust lands in King County[1] (Snoqualmie Indian Tribe[2] and Muckleshoot Indian Tribe[3]); and the 501(c)(3) urban Indian organization recognized by the Indian Health Service that provides services within King County[4] (Seattle Indian Health Board[5]).

With the existing tribal representative selected by the American Indian Health Commission of Washington (AIHC) that currently is on the board converting to the Snoqualmie Tribal position, the net effect is to increase the nonelected[6] membership of the Board by two members. Subsequently, the proposed ordinance also adds two elected member positions to equalize the number of member positions between the electeds and nonelecteds as required by state law.[7]

[1] Federal Register :: Indian Entities Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs, https://www.federalregister.gov/documents/2021/01/29/2021-01606/indian-entities-recognized-by-and-eligible-to-receive-services-from-the-united-states-bureau-of
[2] Snoqualmie Indian Tribe, https://snoqualmietribe.us/
[3] Muckleshoot Indian Tribe, https://www.muckleshoot.nsn.us/
[4] Indian Health Service Recognized Urban Indian Organizations for the Portland region including Washington and Oregon, https://www.ihs.gov/Urban/urban-indian-organizations/portland/
[5] Seattle Indian Health Board, https://www.sihb.org/
[6] WAC 246-90-010 defines elected members as those representing a city or county. "Nonelected" members include tribal representatives that are elected to tribal council positions.
[7] RCW 70.05.035

BACKGROUND

King County Board of Health (Board). In accordance with state law, the King County Board of Health is established in Chapter 2.35 King County Code. The Board sets county-wide public health policy, enacts and enforces local public health regulations, and carries out duties of local boards of health specified in RCW 70.05.060. These duties include enforcing state public health statutes, preventing and controlling the spread of infectious disease, abating nuisances, and establishing fees for licenses, permits and other services. The Board Code includes, but is not limited to, requirements pertaining to food service, pesticides, the handling of solid waste and hazardous materials, on-site sewage, tobacco products, and swimming pools.

The interlocal agreement between King County and City of Seattle regarding Public Health—Seattle & King County (PHSKC) reinforces that the Board provides policy influence over PHSKC pursuant to RCW 70.05 and has supervision over matters pertaining to the preservation of the life and health of the people within its jurisdiction.

HB 1152. In 2021, the Washington State Legislature passed Engrossed Second Substitute House Bill 1152[8] (HB 1152), which, among other things, increased the number of nonelected members[9] on local boards of health across Washington. State law also requires that there must be an equal number of elected to nonelected members as defined in RCW 70.05.035(1)(a).[10] At that time, the Board was expanded to include the positions in right column of Table 1.

[8] HB 1152, https://app.leg.wa.gov/billsummary?BillNumber=1152&Year=2021&Initiative=false
[9] WAC 246-90-010 defines elected members as those representing a city or county. "Nonelected" members include tribal representatives that are elected to tribal council positions.
[10] RCW 70.05.035 https://app.leg.wa.gov/RCW/default.aspx?cite=70.05.035

Table 1. Current Membership of the Board of Health

	Elected Members	Nonelected Members
Primary Members	(1) King County	AIHC Selection
	(2) King County	(1) Category in RCW 70.05.035(1)(a)[11]
	(3) King County	(2) Category in RCW 70.05.035(1)(a)
	(1) City of Seattle	(3) Category in RCW 70.05.035(1)(a)
	(2) City of Seattle	(4) Category in RCW 70.05.035(1)(a)
	(3) City of Seattle	(5) Category in RCW 70.05.035(1)(a)
	(1) Sound City Association	(6) Category in RCW 70.05.035(1)(a)
	(2) Sound City Association	(7) Category in RCW 70.05.035(1)(a)
Alternate Members	King County Alternate	Nonelected Alternate
	City of Seattle Alternate	Nonelected Alternate
	SCA Alternate	Nonelected Alternate
	SCA Alternate	AIHC Selection alternate

HB 1946. In 2025, the Washington State Legislature passed Engrossed Second Substitute House Bill 1946[12] (HB 1946), which amended tribal membership on local boards of health. State law now requires that the King County Board of Health must allow a tribal representative from any federally recognized tribe whose reservation or trust lands are within the county, and any Urban Indian Organization recognized by the Indian Health Service, registered as a 501(c)(3) organization in Washington that serves American Indian and Alaska Native people, and is providing services within the county. In King County, this includes the Snoqualmie Tribe, the Muckleshoot Tribe, and the Seattle Indian Health Board (SIHB). State law requires that the tribal representatives be selected by the tribe or organization. The effective date of HB 1946 is July 27, 2026, however, the Board operates on a January to December period, so the Board Administrator has connected with both tribes and the SIHB to confirm their interest in seating members on the board starting in January 2026. Additional action is needed to amend Board Code to fully implement this legislation.

ANALYSIS

Tribal Representation. Proposed Ordinance 2025-0284 would make changes to the membership of the King County Board of Health to be effective January 1, 2026. Currently, there is one position on the Board selected by the American Indian Health Commission of Washington. Under the proposed ordinance, this position would become a representative for the Snoqualmie Tribe, and two new positions would be created representing the Muckleshoot Tribe and Seattle Indian Health Board (SIHB). This brings the total nonelected membership to ten. The proposed ordinance states that the nonelected tribal representatives would not require appointment by the King County Council. Other nonelected members would require Council appointment by motion. The

[11] RCW 70.05.035(1)(a) requires the board members to include (1) persons who are practicing in public health, health care facilities, or as providers; (2) consumers of public health; and (3) other community stakeholders.
[12] HB 1946, https://app.leg.wa.gov/billsummary/?BillNumber=1946&Year=2025&Initiative=false

terms for the new tribal and SIHB representatives would end upon notice from the respective tribe or SIHB with notification of the name of the new member to be included on the Board.

Elected Representation. In order to equalize membership between elected and nonelected members as required by state law, the changes to tribal membership require the addition of two elected positions. The proposed ordinance would add:

- one additional King County councilmember, for a total of four King County councilmembers, and
- one additional position representing cities other than Seattle, for a total of three members representing cities.

Whether to add two elected positions and how to distribute the new positions represent policy choices. An alternative to adding more elected positions would be to decrease the number of nonelected positions.

Alternate Members. The proposed ordinance would clarify that the Board shall have three nonelected alternates, one each for the categories defined in RCW 70.05.035(1)(a): 1.) public health, health care facilities, and providers; 2.) consumers of public health; and 3.) other community stakeholders. The proposed ordinance would convert the previous AIHC selection alternate to a Snoqualmie Tribe alternate, and add two additional alternates one of which would represent the Muckleshoot Tribe and one representing SIHB. The proposed ordinance would also add one additional alternate for SCA members, bringing the total SCA alternates to three. Proposed membership changes appear in Table 2.

Table 2.
Proposed Nonelected Membership of the Board of Health
New Positions in Yellow; Converted Positions Bolded

	Elected Members	Nonelected Members
Primary Members	King County (1)	AIHC **convert** to Snoqualmie Tribe
	King County (2)	Muckleshoot Tribe
	King County (3)	Seattle Indian Health Board
	King County (4)	(1) Category in RCW 70.05.035(1)(a) [13]
	City of Seattle (1)	(2) Category in RCW 70.05.035(1)(a)
	City of Seattle (2)	(3) Category in RCW 70.05.035(1)(a)
	City of Seattle (3)	(4) Category in RCW 70.05.035(1)(a)
	Sound City Association (1)	(5) Category in RCW 70.05.035(1)(a)
	Sound City Association (2)	(6) Category in RCW 70.05.035(1)(a)
	Sound City Association (3)	(7) Category in RCW 70.05.035(1)(a)
Alternate Members	King County Alternate	Nonelected Alternate - public health, health care facilities, and providers
	City of Seattle Alternate	Nonelected Alternate - public health consumers
	SCA Alternate	Nonelected Alternate - community stakeholders
	SCA Alternate	AIHC Selection alternate **convert** to Snoqualmie Tribe Alternate
	SCA Alternate	Muckleshoot Tribe Alternate
		SIHB Alternate

Next Steps. While the state effective date of HB 1946 is not until July 2026, the Board seats new members starting in January, therefore, the timeline to implement the changes to the Board appears in Table 3. The next steps to effectuate full implementation of the changes in Proposed Ordinance 2025-0285 include amending Board code to conform to this legislation. A draft Rule and Regulation has been requested by Board Chair Teresa Mosqueda and will be submitted to the Clerk and noticed no later than October 31, 2025, and is scheduled for discussion and possible action the last regular Board meeting of the year on November 20, 2025. In order to meet that timeline, final action in Full Council on Proposed Ordinance 2025-0285 should be taken no later than October 28, 2025.

[13] RCW 70.05.035(1)(a) requires the board members to include (1) persons who are practicing in public health, health care facilities, or as providers; (2) consumers of public health; and (3) other community stakeholders.

Table 3. Legislative Schedule for Proposed Ordinance 2025-0284

Action	Committee/ Council	Date	Amendment Deadline
Submitted to Clerk	-	July 10	-
Introduction and Referral	Full Council	September 23	-
Action	COW	October 6	Striker direction: September 29 Striker distribution: October 1 Line AMD direction: October 4
Final Action – If expedited	Full Council	October 14	Striker direction: October 7 Striker distribution: October 9 Line AMD direction: October 12
BOH Briefing	BOH	October 16	-
Final Action Regular Course	Full Council	October 21	Striker direction: October 14 Striker distribution: October 16 Line AMD direction: October 19
BOH R&R Notification Deadline	-	October 31	-
BOH Action	BOH	November 20	-

Legal Review. Legal counsel has reviewed the legislation and raised no legal issues.

INVITED

- Joy Carpine-Cazzanti, Board Administrator, Public Health – Seattle & King County (PHSKC)

ATTACHMENTS

1. Proposed Ordinance 2025-0284

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2025-0284.1 **Sponsors** Mosqueda

AN ORDINANCE regarding membership on the King County board of health; and amending Ordinance 19418, Section 1, as amended, and K.C.C. 2.35.021, Ordinance 19418, Section 3, as amended, and K.C.C. 2.35.022, and Ordinance 19418, Section 5, as amended, and K.C.C. 2.35.026.

STATEMENT OF FACTS:

1. Created in 2004 in accordance with state law, the King County board of health sets countywide public health policy, enacts and enforces local public health regulations and carries out the duties of local boards of health as specified in RCW 70.05.060 including preventing and controlling the spread of infectious disease, abating nuisances and establishing fee schedules for licenses and permits.

2. In May 2025, Engrossed Second Substitute House Bill 1946 was signed into law as Chapter 260, Laws of Washington 2025, clarifying tribal membership on local boards of health. Chapter 260, Laws of Washington 2025 requires that the membership of the King County board of health be modified to include a tribal representative from any federally recognized tribe whose reservation or trust lands are within the county; and any urban Indian organization recognized by the Indian health service, registered as a

501(c)(3) organization in Washington that serves American Indian and Alaska Native people, and is providing services within the county. Those changes to state law go into effect on July 27, 2026.

3. Additionally, Chapter 260, Laws of Washington 2025 requires the Washington state Board of Health to clarify its local board of health composition rules and timelines for including tribal representation on local boards of health in Chapter 246-90 WAC. The new rules are expected to be effective by July 27, 2026.

4. The King County board of health administrator reached out to the eligible tribes and 501(c)(3) organization including the Snoqualmie Tribe, the Muckleshoot Tribe, and the Seattle Indian Health Board, on August 11, 2025, in order to create the new board positions for tribal members to begin their terms on January 1, 2026, to provide an opportunity for the new members to join the board before the effective date of Chapter 260, Laws of Washington 2025.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 19418, Section 1, as amended, and K.C.C. 2.35.021, are hereby amended to read as follows:

A. The King County board of health shall consist of the following members:

1. ((~~Three~~)) Four members of the metropolitan King County council and one alternate to be appointed by the chair of the council. The chair shall consider appointing members such that county councilmember representation on the board of health is

geographically balanced across the county and includes representation of the unincorporated area of the county on the board;

2. Three elected officials of the city of Seattle and one alternate to be appointed by the city;

3. ((~~Two~~)) Three elected officials from cities and towns of King County other than Seattle and ((~~two~~)) three alternates to be appointed in a manner agreed to by and among the cities and towns representing a majority of the populations of those cities and towns; and

4.a. In accordance with state law, the remaining members of the board of health ((~~shall equal the number of elected official members appointed under subsection A.1., 2., and 3. of this section,~~)) shall not be elected officials and, except for ((~~any member selected by the American Indian Health Commission of Washington State~~)) members included on the board under subsection A.4.d. of this section, must be recruited, selected and appointed in accordance with RCW 70.05.035(1)(a) and the rules required under RCW 43.20.300.

b. One of the nonelected member candidates selected under RCW 70.05.035(1)(a)(i) should have knowledge of environmental health, including knowledge of septic systems and groundwater quality.

c. Except for members included on the board under subsection A.4.d. of this section, ((~~T~~))the council shall appoint by motion the nonelected members from those selected by the board of health ((~~and any member selected by the American Indian Health Commission of Washington State in accordance with RCW 70.05.035~~)).

d. Included among the nonelected board members shall be a representative from each tribe or 501(c)(3) organization meeting the qualifications of RCW 70.05.035(1)(e).

e. In accordance with RCW 70.05.035(1)(l), members described in subsection A.4.a. and d. of this section shall be voting members except as it pertains to any decision related to the setting or modification of permit, licensing and application fees.

f. In accordance with state law, the number of nonelected board members shall equal the number of elected official members appointed under subsection A.1., 2., and 3. of this section.

B. The board shall elect the chair from the members described in subsection A.1 of this section.

SECTION 2. Ordinance 19418, Section 3, as amended, and K.C.C. 2.35.022, are hereby amended to read as follows:

A. Alternate members for regular, elected official member may be appointed according to the relevant procedures under K.C.C. 2.35.021. A.1., 2. or 3. During the meeting, an alternate elected official member shall indicate when the alternate elected official member is serving in a regular elected official member's absence. When serving in a regular member's absence, an alternate elected official member shall act as a regular elected official member.

B. The council shall appoint three ((~~A~~))alternate ((~~nonelected~~)) members ((~~shall be appointed by the council in equal numbers as alternate members appointed under subsection A. of this section. One of the alternate nonelected members shall be selected by the American Indian Health Commission for Washington State~~)) for nonelected

members appointed under K.C.C. 2.35.021.4.a., with one alternate member appointed from each of the three categories identified in RCW 70.05.035(1)(a): public health, health care facilities, and providers; consumers of public health; and other community stakeholders. Each regular nonelected member included on the board under K.C.C. 2.35.021.A.4.d. shall have one alternate member to be identified to the board by the same tribe or 501(c)(3) organization that selected the regular nonelected member under K.C.C.2.35.021.4.d. During the meeting, an alternate nonelected member shall indicate when the alternate nonelected member is serving in a regular nonelected member's absence. When serving in a regular nonelected member's absence, an alternate nonelected member shall act as a regular nonelected member.

SECTION 3. Ordinance 19418, Section 5, as amended, and K.C.C. 2.35.026, are hereby amended to read as follows:

A. All members described in K.C.C. 2.35.021. A.4.a. shall be eligible to serve for up to three full terms. Except as otherwise provided in subsection B. of this section, for members described in K.C.C. 2.35.021. A.4.a., a full term shall be three years. For members described in K.C.C. 2.35.021.A.4.d., their terms shall end upon the board receiving notice, from the tribe or the 501(c)(3) organization that selected the member, of the name of a new member to include on the board.

B. For all members described in K.C.C. 2.35.021.A.4.a., their initial terms to the expanded board shall be as follows: two members shall each serve a one-year term, three members shall each serve a two-year term and three members shall each serve a three-year term. The board shall determine the initial term lengths primarily by member

preference. Each of the initial terms shall be considered full terms when considering eligibility for service in future terms.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

Girmay Zahilay, Chair

ATTEST:

_____

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Shannon Braddock, County Executive

Attachments: None

King County

Committee of the Whole

October 6, 2025

Agenda Item No. 12
Briefing No. 2025-B0151

Federal Government Update Impacts on Operations and Funding

Any materials for this item will be available at or after the meeting.